Town Commission

Jarvis Hall 4505 N. Ocean Drive

Regular Town Commission

REGULAR TOWN COMMISSION

Being held at Tuesday, March 10, 2020
Jarvis Hall 4505 N. Ocean Drive

---

1. **CALL TO ORDER, MAYOR CHRIS VINCENT**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION – Pauline Brooks McGuiness (Representing the Baha'i Faith)**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**

   5.a Census Update (Linda Connors, Development Services Director)
   Cover Page - Census Presentation.pdf

   5.b Mixed Paper Update (Vicki Eckels, LBTS Recycling Coordinator)
   CoverPage - Mixed Paper.pdf

6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**

   7.a BSO February 2020 Report (Captain Thomas Palmer, BSO)
   CoverPage.pdf
   TM Report-February 2020.pdf

   7.b VFD February 2020 Report (Chief Judson Hopping, VFD)
   CoverPage.pdf
   Town's Activity Report - Feb. 2020.pdf

   7.c AMR February 2020 Report (Chief Brooke Liddle, AMR)
   CoverPage.pdf
   AMR Times 2-2020.pdf

8. **TOWN MANAGER REPORT**

   8.a Town Manager Report (Bill Vance, Town Manager/ Neysa Herrera, Assistant to the Town Manager)
   CoverPage.pdf

9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**

    10.a February 25, 2020 Town Commission Meeting minutes (Tedra Allen, Town Clerk)

CoverPage.pdf
022520 LBTS Commission 1st draft minutes.pdf

11. CONSENT AGENDA

11.a Special Event Application for Cinco de Mayo Event on Tuesday, May 5, 2020 (Debbie Hime, Special Projects Coordinator)
CoverPage.pdf
Ex 1 Taco Craft Cinco de Mayo 5-5-20 SEA.pdf
Ex 2 Cinco de Mayo 5-5-20 Fire Marshal Site Plan.pdf

11.b Hardship Parking Permit Application (Ken Rubach, Municipal Services Director)
CoverPage.pdf
Ex 1- Hardship Permit Application.pdf

11.c Piggyback Agreement for Disaster Debris Recovery Services with Crowder Gulf Joint Venture, Inc. (Ken Rubach, Municipal Services Director)
CoverPage.pdf
EX A- PiggyBack Crowder Gulf Disaster Debris Agreement.pdf
EX- A-1 Pompano BeachCrowder-Gulf Contract 2019.pdf
EX B- Crowder Gulf Piggyback Agreement Reso.pdf

11.d FY 2019/2020 Budget Amendment (Lucila Lang, Finance Director/Ken Rubach, Municipal Services Director)
CoverPage.pdf
Ex1 Budget Amendment.pdf
Ex2 Friedt Park GMP.pdf
Ex3 Resolution 2020-10.pdf

11.e Reschedule Meeting Starting Time (Bill Vance, Town Manager)
CoverPage - Meeting time.pdf

12. OLD BUSINESS

12.a Datura Portal (Ken Rubach, Municipal Services Director)
CoverPage.pdf

13. NEW BUSINESS

13.a Town Manager Salary Increase Consideration (Bill Vance, Town Manager)
CoverPage.pdf
AG 2019-05 - Bill Vance Employment Agreement.pdf

13.b El Mar Design (Jay Flynn, Town Engineer/Ken Rubach, Municipal Services Director/Bill Vance, Town Manager)
3-10-20 AM Cover Page El MarContract.pdf
Ex1 El Mar Design Contract.pdf
Ex1 to Ex1 CCNA RFQ 20-01-01 El Mar Drive Design Services KR Edits12.17.19.pdf

Ex2 to Ex1 EDSA Proposal Final.pdf
Ex2 Resolution 2020-12 EDSA El Mar Design.pdf

13.c First Amendment to E-911 Participation Agreement (Bill Vance, Town Manager)
coverPage.pdf
First Amendment to Participation Agreement and RILA (Execution Copy).pdf

13.d Town Participation in the Broward League of Cities 63rd Annual Gala (Commissioner Oldaker)
CoverPage.pdf
63rd Municipal Flyer.pdf

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

15.a Ordinance 2020-04 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE SEA, AMENDING CHAPTER 30, UNIFIED LAND DEVELOPMENT REGULATIONS, ARTICLE VIII, SIGN REGULATIONS, TO AMEND REGULATIONS AND PROHIBITIONS APPLICABLE TO SIGNAGE, REVISE SIGN REQUIREMENTS AND STANDARDS, SIGN REGULATIONS BY SIGN TYPE AND BY ZONING DISTRICT; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. (Linda Connors, Development Services Director)
CoverPage.pdf
Ex1 Commission Workshop May 16 2019.pdf
Ex2 Ord 2020-04 Sign Code Ordinance TC.pdf
Ex3 PZ 2020 02.05 (FEB)_NonApproved Min.pdf

16. ORDINANCES 2nd Reading

17. RESOLUTIONS – PUBLIC COMMENTS

18. QUASI JUDICIAL PUBLIC HEARINGS

19. ADJOURNMENT

THE TOWN OF LAUDERDALE-BY-THE-SEA WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES NECESSARY TO AFFORD INDIVIDUALS AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETINGS OF THE TOWN COMMISSION. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE TOWN CLERK NO LATER THAN TWO (2) DAYS PRIOR TO THE MEETING AT (954) 640-4200 FOR ASSISTANCE.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE TOWN COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSES MAY NEED TO INSURE THAT A VERBATIM RECORDING OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PROCEDURES FOR PUBLIC COMMENTS:

Public Comments may address issues that are not on this meeting's agenda, but should relate to the business of the Town, and should not contain personal attacks. If your comment requires follow up, the Town Manager will have a staff person respond to your concerns, and will advise us of the outcome.

The Town Clerk will read off the names of those who have signed up to speak. When your name is called, please come to the podium, state your name for the record, and indicate whether you are a Town resident. Do not state your address. You have up to three minutes to make your comments, but there is no requirement to use the entire time. If you wish to address a particular Commissioner or member of Town Administration, please do so by use of their title.

If you wish to approach the Commission dais to hand out a document or for some other reason, please request permission and state your reason for doing so. All documents to be provided to the Commission should be handed to the Town Clerk for distribution.

These procedures have been developed to assure that the Town Commission meeting time is efficiently used, and that meetings are conducted in a polite and respectful manner. More information on the decorum rules for Town Commission meetings is available in Section 2-23 of the Town Code of Ordinances.

Agenda Item No: 5.a

Town Commission Agenda Item Report

Meeting Date: March 10, 2020
Submitted by: Linda Connors
Submitting Department: Development Services
Item Type:
Agenda Section: Presentation

Subject Title: Census Update (Linda Connors, Development Services Director)

Explanation: Jhanelle Campbell, Planner, will provide an update on the measures that the Town has taken to market the Census and its importance.

Agenda Item No: 5.b

Town Commission Agenda Item Report

Meeting Date: March 10, 2020
Submitting Department: Administration
Item Type: Presentations
Agenda Section: PRESENTATIONS

Subject Title:
Mixed Paper Update (Vicki Eckels, LBTS Recycling Coordinator)

Explanation: Vicki Eckels will give a brief update on Mixed Paper per Waste Management

Agenda Item No: 7.a

Town Commission Agenda Item Report

Meeting Date: March 10, 2020
Submitted by: Thomas Palmer
Submitting Department: Public Safety
Item Type: Report
Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:
BSO February 2020 Report (Captain Thomas Palmer, BSO)

Explanation:
Monthly Report to the Commission - February 2020

Recommendation:
Approve/Accept

Attachments:
TM Report-February 2020

Date: March 4, 2020

To: William Vance
Town Manager
Lauderdale-By-The-Sea

From: Captain Thomas Palmer
Lauderdale-By-The-Sea District

Subject: **Monthly Report to Commission – February 2020**

PERSONNEL CHANGES:

None.

EMPLOYEE OF THE MONTH: Deputy Eddy Hernandez

In February an intoxicated patron was ordered by staff to leave and not to return to a local restaurant, after causing a disturbance on the dance floor.

Approximately two (2) hours later, the suspect returned to the restaurant and entered through a rear alleyway door carrying a steak knife in his hand. Staff and witnesses saw the suspect trying to conceal the knife as he asked where he could find the restaurant owner. Staff was able to direct the suspect to again exit through the rear door. Once in the alley, the suspect yelled at employees to fight him. He then brandished the knife, told an employee he was going to stab him, and swung the knife at him. The patron fled west through the alley still holding the knife after the employee defended himself.

BSO was summoned and given a description of the suspect. Deputy Eddy Hernandez responded to the alleyway assuring the victims were safe. He then began a search where he located a knife near a dumpster. He continued his search finding the suspect hiding under a vehicle about a block away. The suspect was immediately placed into custody after being positively identified by witnesses to the aggravated assault.

The suspect would have likely continued his rampage leading to further violence had he not been quickly located and taken into custody by Deputy Hernandez. I therefore commend Deputy Hernandez and award him the Lauderdale by the Sea District Deputy of the Month award for February 2020.

COMMUNITY PROGRAMS AND SERVICES: These ancillary programs and services are available to residents on an ongoing basis.

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery or other social services.

- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are provided upon request, at no charge to the business owner or resident.

- **Vacation House Watch Program:** Residents who are traveling out-of-town may register for this program. Deputies will conduct periodic checks of their residence until their return.

- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. We will also help facilitate any Neighborhood Crime Watch programs in which the residents wish to participate.

- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed on the importance of shredding documents, awareness of suspicious individuals, protection of passwords and use of caution in revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.

- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant allows for additional maritime patrols throughout the Town's waterways and adjacent ocean area.

- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate assisting in administrative duties or patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.

- **Sexual Offender Tracking Program:** There are **no** individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.

- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. The patrol bicycles were utilized for a total of 18 hours this month.

- **All-Terrain Vehicle Patrol:** The ATV / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol is instrumental in marine fisheries regulation enforcement and protection. Deputies used the ATV / Polaris for 66 hours this month.

- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Four (4) individuals were contacted and were involuntarily Baker Acted after displaying signs of mental illness and were a threat to themselves or others. Eleven (11) individuals experiencing homelessness were contacted during the month. All (11) refused free services offered by law enforcement.

- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. ***See Notable Incidents/Arrests below.***

- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website.
  ****PLEASE NOTE:** The e-Alert system is being phased out and will be replaced with the Sheriff's new BSO ALERTS. Users must register for the new ALERT system to receive notifications. Citizens can sign up by visiting the Sheriff's website www.sheriff.org and click on BSO ALERTS or I have provided a hyperlink below:
  https://member.everbridge.net/index/892807736729054#/login **

- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.

- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.

- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Palmer and Lieutenant Wesolowski to provide information to the public via social media. Follow us **@BSOLBTS**.

SPECIAL EVENTS: These events required the participation of the BSO LBTS district.

Dolphins Cycling Challenge: BSO Special Detail Deputies assisted with traffic control for the annual event. There were no issues and at no cost to the town.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2002-000852
DATE/TIME: 2/03/20 @ 0225hrs.
LOCATION: 4900 N Ocean Dr.
INCIDENT: Traffic Crash with injuries/Property damage/DUI
DRIVER: Evan Michael Marcano H/M 09/10/70
SUMMARY: At approx.0225 hours, a gray 4dr Acura was traveling north on El Mar Drive, crashed against the wall located on the south side of the Sea Ranch Club C building. The driver presented signs of intoxication, and received minor injuries from the crash. The suspect was transported to the hospital where he refused a blood test, and was placed under arrest. After medical release the driver was transported without issues to the main jail.

CASE: 13-2002-000258
DATE/TIME: 2/9/20 @ 0035 hrs.
LOCATION: 106 Commercial Blvd.
SUSPECT: Scott Joseph Sullivan (WM, 08/07/65)
INCIDENT: Aggravated Assault
SUMMARY: Staff at Vinnies Restaurant reported that a patron had threatened staff with a knife after being instructed to leave for causing a disturbance. The altercation occurred in the alleyway behind the restaurant. The staff provided a description of the individual (w/m, bald, blue shirt, and dark pants) and a direction of travel. Deputies responded and detained an individual matching the description in the area hiding beneath a vehicle. The knife was located by deputies, show-ups conducted with positive identification, and witness/victim statements recorded. Sullivan was charged with Aggravated Assault w/a Deadly Weapon.

CASE: 13-2002-000249
DATE/TIME: 2/8/20 @ 2208 hrs.
LOCATION: Aruba's, 1 Commercial Blvd.
Involved: (w/f, 83yoa)
Incident: Baker Act
Summary: A female became disruptive and belligerent by spitting at staff at Aruba's. She was detained by staff for her safety and that of the employees, deputies arrived, and AMR was requested. The woman continued her abusive behavior, spit at deputies, and was involuntarily Baker Acted and transported to the hospital.

CASE: 13-2002-000487
DATE/TIME: 2/10/20 @ 2210 hrs.
LOCATION: 4312 El Mar Drive
SUSPECT: Unknown
INCIDENT: Burglary Conveyance **(UNLOCKED)**
SUMMARY: The victim advised that **five days ago** he was visiting his sister at the hotel and his vehicle was burglarized while he was walking around the town. The vehicle was parked in the front part of the hotel parking lot. The vehicle was left unlocked. Credit cards, personal documents, jewelry and some hairstyling tools were taken from the vehicle. Due to the extreme late report of the incident potential physical evidence was lost. No usage on credit cards, and the case is inactive.

CASE: 13-2002-000524
DATE/TIME: 2/16/20 @ 1330-1830 hrs.
LOCATION: 1850 S Ocean Blvd (Westside Parking Lot)
SUSPECT: Unknown
INCIDENT: Burglary Conveyance (Plain View)
SUMMARY: Victim parked her 2017 Chevrolet in guest parking lot of 1850 S Ocean Blvd, which is located across street on west side of S Ocean Blvd. During listed time period unknown subject(s) used an unknown object to break/smash out the front passenger window of the vehicle. The subject(s) then reached in and stole a beach bag containing some clothing and hair accessories and the victim`s apron, from work as a waitress, from the front seat area. Investigation is ongoing.

CASE: 13-2002-000721
DATE/TIME: 02/22/20 @ 2110 hrs.
LOCATION: 1900 S. Ocean Blvd
SUSPECT: John Lamkin (W/M, DOB: 8/8/94)
INCIDENT: Criminal Mischief
SUMMARY: Contact was made with the suspect who was seen actively defacing a Broward County Bus stop sign by writing gang related signs on it. The suspect wrote the numbers 666, and the letters AC on the sign. It should be noted that the suspect had several tattoos on his face that included the numbers 666 and letters AC. The suspect was placed under arrest and transported to BSO Main Jail without incident.

CASE: 13-2002-000706
DATE/TIME: 02/22/20 @ 0739 hrs.
LOCATION: 4405 El Mar Drive
SUBJECT: Michael Finn W/M 9/8/60
INCIDENT: Disorderly Conduct (Arrest)
SUMMARY: Dep. Kratz was sitting inside the El Mar Café, when he looked outside and observed the suspect throw a small water bottle at another customer, who was sitting at an outside table. The bottle missed and struck the ground. The subject could not explain his actions and continued to rant by yelling loudly disturbing the customers inside the restaurant. He was told to quiet down but continued his rant towards the restaurant owner. The suspect was arrested for Disorderly Conduct and transported to the BSO Main Jail.

CASE: 13-2002-000828
DATE/TIME: 02/25/20 @ 2017 hrs.
LOCATION: 4500 Poinciana St
OFFENDER: Darryl A Holland BM 08/08/92
INCIDENT: Warrant Arrest
SUMMARY: Contact was made with the offender during a traffic stop. A teletype check of his name and date of birth revealed an active warrant for traffic offenses. The suspect was transported to jail without incident.

CASE: 13-2002-000814
DATE/TIME: 02/12/2020 @ 1030 hours -02/25/2020 @ 1013 hours
LOCATION: 4117 Bougainvilla Drive
INCIDENT: Burglary Residence
SUMMARY: The housekeeper reported that the residence was burglarized. Sometime in a two week time period, unknown subject(s) entered the secured front door of the apartment and went through the residence opening multiple cabinets and drawers. Nothing appeared to be missing; however, the owner lives out of state and is unable to confirm at the date of this writing. The crime scene was processed. Investigation is ongoing.

MONTHLY ARREST LOGS:

DUI-Alcohol or Drugs, 3rd Offense w/in 10 years	1	Pine Av/El Mar Dr
Aggravates Assault w/ Deadly Weapon w/o Intent to Kill	106	Commercial Blvd
Disorderly Conduct	4405	El Mar Dr
Criminal Mischief, Less Than $200	1900	S Ocean Blvd
Warrant - Attaching Unlawful Tag Not Assigned	4500	Poinciana St
Battery - Dating Violence (Misdemeanor)	4400	El Mar Dr

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2019 YTD	2020 YTD
AUTO THEFT	0	2	1	2
BURGLARY-BUSINESS	0	0	0	0
BURGLARY-CONVEYANCE	2	0	2	2
BURGLARY-RESIDENCE	2	3	1	5
BURGLARY-STRUCTURE	0	0	0	0
FORCIBLE SEX	0	0	0	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	1	0	0	1
HOMICIDE	0	0	0	0
ROBBERY	0	0	0	0
THEFT-GRAND	1	1	3	2
THEFT-PETIT	0	6	5	6
TOTALS	**6**	**12**	**12**	**18**

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	32
COP Hours Worked - Month	214
COP Patrol Miles - Month	451
COP Hours Worked - YTD	567
COP Patrol Miles - YTD	1077

COP Bike Patrol Hours - Month	0
COP Bike Patrol Hours - YTD	32

COP Beach Patrol Hours – Month	54.50
COP Beach Patrol Hours - YTD	91

RESERVE DEPUTY ASSISTANCE: Reserve Deputies are part-time, fully-sworn deputies who provide supplemental staffing to LBTS, when available, at NO cost to the Town.

	Month	2020 YTD
Reserve Deputy - Days Worked	9	16
Reserve Deputy - Hours Worked	65	127.25

MONTHLY STAFFING AND STATISTICAL REPORT:
The February 2020 Monthly Staffing and Statistical Report is attached.

Lauderdale by the Sea
Monthly Activity
February 2020

Reports/Calls	
Miscellaneous Service	
Event Reports	39
Accidents	14
Calls for Service	948

Traffic	
Types of Citation	
Non-Moving / Moving Citation	131
Parking	0
Warnings	106
Total Citations	**237**

Arrests	
Type of Arrest	
Felony	1
Misdemeanor	3
NTA	0
Capias/Warrant	1
Traffic	0
NIC (Felony)	0
NIC (DV Misdemeanor)	0
NIC (Misdemeanor)	0
DUI	1
Total Arrests	**6**

Time Worked	
Hours Worked	
Bike Patrol	15.5
Court Overtime	33
Training	123.5
Detached	35
Other Overtime	204
Days Worked	29

General	
FI	24
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative

ATV: 286 Miles / 46.25 Hours
Reserve Deputies worked 9 shifts (65 hrs)

MONTHLY STAFFING AND STATISTICAL REPORT
LAUDERDALE-BY-THE-SEA DISTRICT

February 29th, 2020

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	1	
Sergeant	3	3	
Deputy Sheriff	19	17	2
Community Service Aide	1	1	
Administrative Specialist	1	1	
Clerical Specialist (P/T)	2	1	1
TOTAL	**28**	**25**	**3**

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Deputy Javier Barrios	16797	Regional Traffic Unit	FHP Funeral Escort	11
Detective Glen Genovese	13738	QRF	Adjunct Training	10
Detective Glen Genovese	13738	QRF	Adjunct Training	4
Deputy Javier Barrios	16797	Regional Traffic Unit	PB County Escort	10
			TOTAL	**35**

Agenda Item No: 7.b

Town Commission Agenda Item Report

Meeting Date: March 10, 2020
Submitted by: Judson Hopping
Submitting Department: Public Safety
Item Type: Report
Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:
VFD February 2020 Report (Chief Judson Hopping, VFD)

Explanation:
Monthly Report to the Commission - February 2020

Recommendation:
Approve/Accept

Attachments:
VFD February 2020 Report

Overview

During the month of February 2020, the Volunteer Fire Department continued its focus on fire prevention for high-rise buildings and commercial properties. There were 8 fire inspections with 10 re-inspection and no complaints.

Responses:

The Volunteer Fire Department responded to 47 fire rescue calls within the limits of our contract.

- Of the 47 fire rescue calls received, there were 5 fire alarms, 1 gas odor, 1 gas leak, 4 electrical/utility fires, 13 elevator rescues, 9 accidents w/injuries, 3 drownings, and 11 "other" fires.

- There were 116 emergency medical 911 calls for February 2020. The department was dispatched to 22 of those calls, of which 4 were cleared or cancelled by the Chief on Duty or Med12. The department assisted Med12/212 on 18 of the medical calls.

Training:

The Volunteer Fire Department had 14 regular in-town members, and 39 associate out of town members for a total of 53 active members.

The fire department held 11 fire drills, 1 ocean rescue spotter class, 3 outside training exercises at Plantation, hose testing and held 6 public safety awareness demonstrations consisting of the following:

- 363.5 Hrs - Fire Fighter & Performance Objective training for new candidates
- 180 Hrs – Ocean Rescue Spotter training
- 66 Hrs – Outside Training @Plantation for Fire 1
- 130 Hrs – Annual Hose Testing
- 6 Hrs - Kid Safe "Child Passenger Safety" for the public

A total of 745.5+ hours were spent in the month of February on training.

In closing, the Volunteer Fire Department will continue to improve and increase its members training, as required by ISO and established state training curriculums.

Respectfully,

Judson Hopping,
Fire Chief

Administration office: 4513 Ocean Boulevard
Fire Station: 4504 Bougainvilla Drive
Lauderdale-By-The-Sea, FL 33308

Tel: (954) 640-4250
Fax: (954) 640-4236
e-mail: contact@lbtsfire.com

Town of Lauderdale-By-The-Sea
Fire Department Monthly Report
February 2020

	Regular In-town	Associate Out of Town
Active Member	14	39

Fire 1 non-certified	3	0
Fire 1 Certified	1	0
Fire II Certified	10	39

CPR/1st Responder	8	2
EMT-B (FL)	1	21
Paramedic (FL)	4	16

Emergency Calls

Fire/Rescue	47
Total Medical 911 calls	116
Medical calls V.F.D. Not Dispatched	94
Medical calls V.F.D. Dispatched	22
Medical calls Canceled by COD/M12	4
Medical calls V.F.D. Assisted	18

Training **745.5+ Total Hrs.**

Firefighter Training/Drills	363.5 Hrs
Ocean Rescue training	180 Hrs
Outside FF1 Training @Plantation	66 Hrs
Annual Hose Testing; E12 & E212	130 Hrs
Public Service: Car Seat Installation/Instruction	6 Hrs

Station Watch/Community Service **3,657.25+ Total Hrs.**

Firefighter Station Watch hours	2,961.25+ Hrs
Chief on Duty/Command	696 Hrs

LBTS Volunteer Fire Department - February 2020, Active Roster

Last Name	First Name	LBTS FF No.	Membership	Town Resident	Rank	Fire Cert	EMS Certification	MTD Calls	YTD Calls
Atkinson	Kevin	175765	Associate Member		Firefigher	Firefighter II	EMT-B (FL)	5	17
Aubrey	Keith	163	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	2	27
Bayer	Joshua	177198	Associate Member		Firefighter	Firefighter Ii	EMT-B (FL)	4	4
Bias	Jonathan	81298	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	0	0
Bilicich	Andro	169909	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	7	30
Caldas	William	160812	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	5	27
Carlton	Ryan	186384	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	17	46
Chavez	Alexander	153544	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	7	22
Clinton	Ryan	177389	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	5	5
Cowles	James	186248	Regular Member	*	Trainee	Trainee	CPR for healthcare provider	4	8
Dwyer	Michael	187475	Regular Member	*	Trainee	Trainee	CPR for healthcare provider	46	172
Edouard	Myriam	708	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	12
Fajkis	Ireneusz	7022	Associate Member		Firefighter	Firefighter II-D/E	Paramedic (FL)	3	6
Franceschini	Rafael	166674	Associate Member		Firefigher	Firefighter II	EMT-B (FL)	5	28
Garcia	Ali	166036	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	8	25
Garcia	Natasha	178781	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	14	36
Gonzalez	Anthony	177356	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	0
Gonzalez	Christopher	182178	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	8	15
Gray	Dontae	172460	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	14
Grunow	Samuel	186257	Regular Member	*	Trainee	Trainee		4	4
Hoelderlin	Logan	174642	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	12	30
Hopping	Judson	054	Regular Member		Fire Chief	Firefighter II - D/E	EMT-B (FL)	16	56
Johnson	Kenneth	123	Regular Member	*	Firefighter	Firefighter I	CPR for healthcare provider	42	159
Johnson	Scott	33742	Regular Member	*	Firefighter	Firefighter II-D/E - Officer I	Paramedic (FL)	21	57
Justice	Heather	182138	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	3
Justice	Jennifer	171	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	13
Kane	Mark	155	Associate Member		Captain	Firefighter II-D/E - Officer I	EMT-B (FL)	25	65
Karley	Robert	101	Regular Member	*	Firefighter	Firefighter II - D/E	CPR for healthcare provider	41	64
Leon	Matthew	182330	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	20	20
Levine	Eric	7012	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	7	18
Levy	Steven	163949	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	7	28
Lira	Jorge	179380	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	7	27
Louvaris	John	078	Regular Member		Deputy Chief	Firefighter II-D/E - Officer I	CPR for healthcare provider	57	162
Mangin	Andrew	735	Associate Member		Firefighter	Firefighter II - D/E	Paramedic (FL)	4	21

Last Name	First Name	LBTS FF No.	Membership	Town Resident	Rank	Fire Cert	EMS Certification	MTD Calls	YTD Calls
Marin	Christopher	173778	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	11	29
Martinez	Luis	172813	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	7	32
McFarlane	Harrison	170230	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	10	19
MacKenzie	Jacquevias	7015	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	14	41
Obsaint	Antoinette	165334	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	7	35
Paine	Kyle	173	Regular Member		Firefighter	Firefighter II	EMT-B (FL)	12	55
Paine	Riley	704	Regular Member		Battalion Chief	Firefighter II-D/E - Officer I	Paramedic (FL)	45	128
Paine	Stephen	140	Regular Member		Fire Marshal	Firefighter II	CPR for healthcare provider	21	78
Renth	Caleb	17164	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	4
Scott, III	Kenneth	7011	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	7	19
Silverstone	James	25	Regular Member	*	Firefighter	Firefighter II	CPR for healthcare provider	30	110
St.Thomas	Jeffrey	176	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	14	37
Sweeting	Quintoro	180167	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	4
Thomas	Scott	186073	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	17	38
Velez	Dustin	170754	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	0
Vogel	Richard	130	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	13	51
Weisberg	Lee	6034	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	17
Woods	Devon	7018	Associate Member		Firefighger	Firefighter II	EMT-B (FL)	11	29
Young	Alexa	6031	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	11	24

Monthly Activity Report - February 2020

Date	Fire/Rescue Calls	Event Description	Start Time	End Time	No. of FF
01-Feb-20	2000 South Ocean Blvd.	Other fire - service call	3:50:00 AM	4:35:00 AM	7
01-Feb-20	2000 South Ocean Blvd.	Other fire - water leak	4:34:00 AM	4:47:00 AM	7
01-Feb-20	3900 North Ocean Drive	Elevator rescue	8:57:00 AM	9:20:00 AM	12
03-Feb-20	4900 North Ocean Drive	Accident w/Injuries	2:24:00 AM	3:23:00 AM	7
03-Feb-20	4445 El Mar Drive	Elevator rescue	2:23:00 PM	2:39:00 PM	7
03-Feb-20	3900 North Ocean Drive	Elevator rescue	4:25:00 PM	4:48:00 PM	9
03-Feb-20	2000 South Ocean Blvd.	Elevator rescue	5:04:00 PM	5:32:00 PM	7
04-Feb-20	2000 South Ocean Blvd.	Other fire - forcible entry	3:19:00 AM	4:19:00 AM	5
05-Feb-20	5400 North Ocean Drive	Vehicle accident	6:15:00 PM	6:38:00 PM	12
05-Feb-20	4900 North Ocean Blvd.	Elevator rescue	7:05:00 PM	7:27:00 PM	13
05-Feb-20	1501 South Ocean Blvd.	Other fire - broken sprinkler head water shooting out	10:38:00 PM	11:02:00 PM	8
07-Feb-20	4301 North Ocean Drive	Accident w/Injuries	10:46:00 PM	10:55:00 PM	9
08-Feb-20	2000 South Ocean Blvd.	Elevator rescue	1:57:00 PM	2:20:00 PM	10
09-Feb-20	2000 South Ocean Blvd.	Other fire - outside	3:07:00 PM	3:47:00 PM	9
09-Feb-20	266 Basin Drive	Other fire - suspicious incident	3:40:00 PM	4:10:00 PM	9
10-Feb-20	253 Allenwood Ave	Fire alarm	5:58:00 PM	6:06:00 PM	11
11-Feb-20	4900 North Ocean Drive	Elevator rescue	12:26:00 PM	12:58:00 PM	11
11-Feb-20	El Mar/Hibiscus	Other fire - manhole cover blew off	11:00:00 PM	12:26:00 AM	8
12-Feb-20	4561 Bougainvilla Drive	Electrical hazard	6:39:00 PM	7:14:00 PM	10
12-Feb-20	299 Commercial/bridge	Accident w/Injuries	5:59:00 PM	7:15:00 PM	10
14-Feb-20	4511 El Mar Drive	Fire alarm	2:01:00 PM	2:15:00 PM	11
14-Feb-20	2 Commercial Blvd.	Open water drowning	8:04:00 PM	8:13:00 PM	9
16-Feb-20	265 Commercial Blvd.	Accident w/Injuries	3:29:00 PM	3:59:00 PM	10
16-Feb-20	4345 El Mar Drive	Other fire - broken pipe	11:03:00 PM	11:20:00 PM	7
17-Feb-20	1530 South Ocean Blvd.	Drowning @pool	12:53:00 PM	2:18:00 PM	9
17-Feb-20	5200 North Ocean Blvd.	Other fire - injuried seagull	1:55:00 PM	2:08:00 PM	9
17-Feb-20	5000 North Ocean Drive	Elevator rescue	2:39:00 PM	2:50:00 PM	11
17-Feb-20	4660 North Ocean Drive	Fire alarm	6:05:00 PM	6:15:00 PM	9
18-Feb-20	4220 El Mar Drive	Open water drowning	12:46:00 PM	1:18:00 PM	9
18-Feb-20	5100 North Ocean Drive	Fire alarm	5:54:00 PM	6:08:00 PM	12
20-Feb-20	4326 Bougainvilla Drive	Elevator rescue	9:28:00 PM	11:01:00 PM	8
21-Feb-20	215 Commercial Blvd.	Electrical utility fire	9:59:00 AM	10:13:00 AM	11
21-Feb-20	4424 El Mar Drive	Electrical utility/wires down	10:21:00 AM	10:23:00 AM	11
22-Feb-20	4201 El Mar Drive	Other fire - guest locked in room	11:03:00 AM	11:28:00 AM	11
23-Feb-20	Comm. & Bougainvilla	Accident w/Injuries	1:06:00 PM	1:51:00 PM	9
23-Feb-20	1967 South Ocean Blvd.	Gas leak	6:13:00 PM	6:43:00 PM	8
24-Feb-20	4326 Bougainvilla Drive	Strange odor	7:46:00 PM	7:57:00 PM	14
25-Feb-20	4301 N. Ocean/Datura	Accident w/Injuries	6:48:00 AM	6:55:00 AM	9
25-Feb-20	220 Washingtonian	Electrical/utility fire	6:53:00 PM	7:12:00 PM	13
25-Feb-20	Commercial/N. Ocean	Accident w/Injuries	8:30:00 PM	9:01:00 PM	12
25-Feb-20	Commercial/N. Ocean	Motor vehicle accident	9:17:00 PM	9:48:00 PM	10
26-Feb-20	4660 El Mar Drive	Elevator rescue	12:50:00 AM	1:04:00 AM	9
27-Feb-20	2000 South Ocean Blvd.	Elevator rescue	12:47:00 PM	12:56:00 PM	11
27-Feb-20	3900 North Ocean Drive	Elevator rescue	3:08:00 PM	3:35:00 PM	14
28-Feb-20	1500 South Ocean Blvd.	Fire alarm	9:53:00 AM	10:35:00 AM	11
28-Feb-20	1751 South Ocean Blvd.	Elevator rescue	9:53:00 AM	10:17:00 AM	11
29-Feb-20	2121 South Ocean Blvd.	Other fire - water sewer leak	3:39:00 PM	3:54:00 PM	15
			Total Calls	**47**	

Date	1st Responder Calls	Event Description	Start Time	End Time	No. of FF
01-Feb-20	Ocean Walk Lane	medical, B12 assisted M212	8:11:00 PM	9:30:00 PM	5
05-Feb-20	El Mar Drive	medical, OR12 assisted M12	8:11:00 AM		7
05-Feb-20	Washintonian & El Mar	medical, OR12 assisted M12	8:19:00 AM		7
06-Feb-20	South Ocean Blvd.	medical, E12 cleared by M12	1:51:00 PM	2:41:00 PM	8
06-Feb-20	Washingtonia	medical, E12 assisted M12/R35	4:26:00 PM	5:04:00 PM	9
07-Feb-20	South Ocean Blvd.	medical, E12 canceled at station	1:38:00 AM	1:10:00 AM	6
07-Feb-20	El Mar Drive	medical, E12 assisted M13	1:42:00 AM	2:31:00 AM	7
08-Feb-20	Commercial Blvd.	medical, OR12 assisted M12	5:06:00 PM	6:12:00 PM	7
08-Feb-20	Commercial Blvd.	medical, E12 assisted M212	10:23:00 PM	11:28:00 PM	7
09-Feb-20	North Ocean Blvd.	medical, E12 assisted M12	3:27:00 AM	3:59:00 AM	6
10-Feb-20	North Ocean Drive	medical, E12 canceled by M12	11:15:00 AM	11:55:00 AM	6
13-Feb-20	South Ocean Blvd.	medical, E12 assisted M212	9:26:00 AM	10:01:00 AM	9
13-Feb-20	El Mar Drive	medical, E12 assisted M312	10:01:00 AM	11:37:00 AM	8
14-Feb-20	North Ocean	medical, assisted Zone 54 mutial aid	2:44:00 PM	3:42:00 PM	11
14-Feb-20	Commercial Blvd.	medical, E12 assisted M312	3:38:00 PM	4:45:00 PM	10
16-Feb-20	South Ocean Blvd.	medical, E12 assisted M312	6:57:00 PM	8:23:00 PM	7
17-Feb-20	North Ocean Drive	medical, E12 assisted M12	6:36:00 PM	6:48:00 PM	7
19-Feb-20	El Mar Drive	medical, OR12 assisted M12	9:10:00 AM	9:39:00 AM	9
19-Feb-20	El Mar - Beach	medical, OR212 canceled by M12	12:30:00 PM	12:46:00 PM	6
29-Feb-20	Bougainvilla Drive	medical, E12 assisted M12	8:18:00 AM	9:28:00 AM	16
29-Feb-20	South Ocean Blvd.	medical, E12 assisted M12	3:40:00 PM	3:54:00 PM	15
29-Feb-20	South Ocean Blvd.	medical, E12 assisted M12	3:53:00 PM	4:56:00 PM	15
			Total Calls	**22**	

Date	Public Service	Event Description	Start Time	End Time	No. of FF
02-Feb-20	Station 12	Installed (2) rearfacing car seats	10:00:00 AM	12:00:00 PM	1
04-Feb-20	Station 12	Installed a rearfacing car seat	4:00:00 PM	5:00:00 PM	1
08-Feb-20	Station 12	Installed a forward facing car seat	4:00:00 PM	5:00:00 PM	1
10-Feb-20	4140 North Ocean Drive	Changed batteries in smoke detector for resident	10:30:00 AM	11:30:00 AM	6
13-Feb-20	4116 North Ocean Drive	Set-up TL12 for ariel photos of property for city bldg. dept.	4:00:00 PM	5:00:00 PM	6
14-Feb-20	Station 12	Installed a rearfacing car seat	4:00:00 PM	5:00:00 PM	1
17-Feb-20	Station 12	Installed a forward facing car seat	1:30:00 PM	2:30:00 PM	1
24-Feb-20	2001 South Ocean Blvd.	Hang flag from TL for former police chief SRL funeral	10:00:00 AM	1:30:00 PM	5
27-Feb-20	3211 Spanish River Dr.	Assisted resident w/Smoke Detector - fire alarm	10:35:00 AM	11:00:00 AM	2

Date	Drill/Training	Event Description	Start Time	End Time	No. of FF
01-Feb-20	Station 12	New class P.O.'s - PPE, SCBA, ladders, hoisting tools, hydrant hook up & hoses	8:00:00 AM	12:30:00 PM	19
01-Feb-20	Station 12	New class P.O.'s - PPE, SCBA, ladders, hoisting tools, hydrant hook up & hoses	1:30:00 PM	5:30:00 PM	16
03-Feb-20	Station 12	P.O. signoff for new class; radio comm, ropes n knots & beach P.O.'s	4:00:00 PM	8:00:00 PM	6
05-Feb-20	Station 12	New class P.O.'s	5:00:00 PM	9:00:00 PM	16
06-Feb-20	Station 12	Hi-rise ops	6:00:00 PM	10:00:00 PM	8
08-Feb-20	Station 12	New class - Spotter class	8:00:00 AM	12:00:00 PM	13
08-Feb-20	Plantation Fire Academy	FF1 Arial & Ladders and Search n Rescue	8:00:00 AM	4:00:00 PM	3
10-Feb-20	Station 12	Highrise & Forcible entry	6:00:00 PM	10:00:00 PM	10
15-Feb-20	Station 12	Hi-rise ops/tool identification	9:00:00 AM	12:00:00 PM	6
20-Feb-20	Station 12	Hi-rise ops	6:00:00 PM	10:00:00 PM	15
22-Feb-20	Station 12	Hi-rise ops & force entry	9:00:00 AM	12:00:00 PM	9
24-Feb-20	Station 12	Hi-rise ops	6:00:00 PM	10:00:00 PM	8
24-Feb-20	Plantation Fire Academy	FF1 Ventaltion training	5:00:00 PM	11:00:00 PM	3
27-Feb-20	Station 12	Hi-rise ops	6:00:00 PM	10:00:00 PM	7
29-Feb-20	2001 South Ocean Blvd.	Annual Hose Testing E12	8:00:00 AM	12:00:00 PM	15
29-Feb-20	2001 South Ocean Blvd.	Annual Hose Testing E212	1:00:00 PM	6:00:00 PM	14

Unit Response Time 3- Month Average

Feb-20

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	55	62	11	6
Response Time	0:05:04	0:04:43	0:00:00	0:00:00

Total Average Response Time : 4:59

Jan-20

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	38	46	11	6
Response Time	0:05:32	0:05:40	0:00:00	0:00:00

Total Average Response Time : 4:46

Dec-19

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	30	34	9	3
Response Time	0:05:07	0:05:37	0:00:00	0:00:00

Total Average Response Time : 4:44

Agenda Item No: 7.c

Town Commission Agenda Item Report

Meeting Date: March 10, 2020
Submitted by: Brooke Liddle
Submitting Department: Public Safety
Item Type: Report
Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:
AMR February 2020 Report (Chief Brooke Liddle, AMR)

Explanation:
Monthly Report to the Commission - February 2020

Recommendation:
Approve/Accept

Attachments:
AMR Times 2-2020

Response Date	Address	Dispatched	Enroute	On Scene	Response Time
2/14/2020	100 blk Commercial Blvd	14:00:57	14:01:10	14:01:11	0:00:14
2/14/2020	100 blk Commercial Blvd	20:06:19	20:06:43	20:07:24	0:01:05
2/14/2020	N Ocean Dr/Washingtonia Ave	12:40:58	12:41:16	12:42:13	0:01:15
2/4/2020	4600 blk N Ocean Dr	19:25:51	19:27:06	19:27:10	0:01:19
2/15/2020	4900 blk N Ocean Blvd	12:51:40	12:52:04	12:53:22	0:01:42
2/25/2020	4000 blk N Ocean Dr	3:57:19	3:57:35	3:59:06	0:01:47
2/25/2020	4500 blk Bougainvilla Dr	16:43:30	16:44:39	16:45:18	0:01:48
2/20/2020	4300 blk N Ocean Dr	18:58:19	18:58:26	19:00:08	0:01:49
2/17/2020	4500 blk Bougainvilla Dr	15:16:14	15:18:04	15:18:06	0:01:52
2/18/2020	4300 blk Bougainvilla Dr	6:05:32	6:05:54	6:07:26	0:01:54
2/5/2020	3900 blk N Ocean Dr	12:30:07	12:30:20	12:32:09	0:02:02
2/23/2020	4600 blk Poinciana St	15:09:24	15:09:27	15:11:26	0:02:02
2/5/2020	4100 blk El Mar Dr	8:11:49	8:13:29	8:13:54	0:02:05
2/29/2020	2000 blk S Ocean Blvd	13:34:53	13:35:05	13:36:58	0:02:05
2/19/2020	4400 blk N Ocean Dr	9:24:39	9:25:57	9:26:45	0:02:06
2/29/2020	4500 blk Bougainvilla Dr	8:19:06	8:20:43	8:21:13	0:02:07
2/8/2020	100 blk Commercial Blvd	22:23:05	22:24:39	22:25:13	0:02:08
2/6/2020	100 blk Commercial Blvd	18:22:08	18:22:20	18:24:21	0:02:13
2/6/2020	100 blk Commercial Blvd	16:26:20	16:28:33	16:28:35	0:02:15
2/5/2020	1800 blk S Ocean Blvd	10:56:50	10:57:10	10:59:05	0:02:15
2/26/2020	4500 blk N Ocean Dr	22:39:31	22:41:45	22:41:46	0:02:15
2/5/2020	Washingtonia Ave/El Mar Dr	8:20:01	8:22:15	8:22:18	0:02:17
2/16/2020	1400 blk S Ocean Blvd	13:53:58	13:55:06	13:56:18	0:02:20
2/14/2020	3700 blk N Ocean Blvd	15:01:36	15:01:56	15:03:57	0:02:21
2/17/2020	4000 blk N Ocean Dr	12:09:11	12:09:16	12:11:32	0:02:21
2/9/2020	200 blk Basin Dr	15:54:35	15:54:40	15:56:57	0:02:22
2/22/2020	100 blk Commercial Blvd	19:43:27	19:43:53	19:45:50	0:02:23
2/25/2020	100 blk Commercial Blvd	16:09:35	16:10:20	16:12:01	0:02:26
2/18/2020	4200 blk N Ocean Dr	12:04:27	12:04:32	12:06:54	0:02:27
2/7/2020	100 blk Commercial Blvd	19:51:58	19:52:32	19:54:25	0:02:27
2/16/2020	4400 blk Seagrape Dr	23:22:46	23:23:06	23:25:21	0:02:35
2/23/2020	100 blk Commercial Blvd	12:35:35	12:36:25	12:38:10	0:02:35
2/24/2020	4300 blk N Ocean Dr	21:01:59	21:02:07	21:04:34	0:02:35
2/8/2020	100 blk Commercial Blvd	17:07:59	17:09:01	17:10:34	0:02:35
2/29/2020	4900 blk N Ocean Blvd	14:24:45	14:25:19	14:27:20	0:02:35
2/12/2020	200 blk Commercial Blvd	10:35:39	10:36:45	10:38:16	0:02:37
2/21/2020	5200 blk N Ocean Blvd	10:14:26	10:15:22	10:17:05	0:02:39
2/6/2020	2000 blk S Ocean Blvd	7:58:01	7:59:58	8:00:40	0:02:39
2/29/2020	2000 blk S Ocean Blvd	15:42:56	15:43:11	15:45:36	0:02:40
2/19/2020	4100 blk El Mar Dr	9:11:46	9:12:25	9:14:26	0:02:40
2/16/2020	4300 blk Bougainvilla Dr	18:45:39	18:46:39	18:48:22	0:02:43
2/2/2020	4500 blk N Ocean Dr	17:33:45	17:34:12	17:36:33	0:02:48
2/13/2020	1700 blk S Ocean Blvd	9:21:25	9:21:47	9:24:14	0:02:49

2/19/2020	1800 blk S Ocean Blvd	17:25:11	17:25:39	17:28:02	0:02:51
2/20/2020	1900 blk S Ocean Blvd	14:49:31	14:49:42	14:52:23	0:02:52
2/4/2020	4900 blk N Ocean Blvd	19:11:20	19:12:47	19:14:13	0:02:53
2/21/2020	100 blk Commercial Blvd	20:14:48	20:16:18	20:17:43	0:02:55
2/19/2020	4660 blk N Ocean Dr	10:26:57	10:28:43	10:29:54	0:02:57
2/14/2020	4500 blk El Mar Dr	9:18:11	9:19:54	9:21:13	0:03:02
2/10/2020	4300 blk N Ocean Dr	11:15:22	11:17:26	11:18:24	0:03:02
2/18/2020	200 blk Commercial Blvd	22:21:52	22:22:15	22:24:55	0:03:03
2/16/2020	5200 blk N Ocean Blvd	23:03:57	23:04:45	23:07:09	0:03:12
2/9/2020	100 blk Commercial Blvd	0:51:24	0:53:15	0:54:39	0:03:15
2/4/2020	3900 blk N Ocean Dr	16:00:24	16:00:59	16:03:39	0:03:15
2/4/2020	2000 blk S Ocean Blvd	3:53:53	3:54:50	3:57:10	0:03:17
2/25/2020	4300 blk N Ocean Dr	6:49:45	6:50:14	6:53:03	0:03:18
2/6/2020	1600 blk S Ocean Blvd	13:31:27	13:31:39	13:34:45	0:03:18
2/14/2020	100 blk Commercial Blvd	23:32:49	23:32:55	23:36:08	0:03:19
2/10/2020	N Ocean Dr/Pine Ave	19:22:55	19:24:44	19:26:15	0:03:20
2/16/2020	200 blk Commercial Blvd	15:30:24	15:30:38	15:33:46	0:03:22
2/27/2020	4200 blk El Mar Dr	15:27:18	15:27:21	15:30:40	0:03:22
2/12/2020	200 blk Commercial Blvd	18:01:03	18:01:45	18:04:25	0:03:22
2/11/2020	1400 blk S Ocean Blvd	19:41:47	19:42:01	19:45:11	0:03:24
2/9/2020	1400 blk S Ocean Blvd	10:23:02	10:23:10	10:26:27	0:03:25
2/29/2020	5000 blk N Ocean Blvd	4:46:37	4:47:33	4:50:02	0:03:25
2/2/2020	100 blk Commercial Blvd	16:40:37	16:41:37	16:44:03	0:03:26
2/15/2020	4000 blk N Ocean Dr	9:31:43	9:32:04	9:35:09	0:03:26
2/7/2020	100 blk Commercial Blvd	23:21:19	23:22:32	23:24:46	0:03:27
2/4/2020	1800 blk S Ocean Blvd	13:11:11	13:11:37	13:14:38	0:03:27
2/23/2020	4100 blk Bougainvilla Dr	22:31:43	22:31:46	22:35:10	0:03:27
2/19/2020	4600 blk N Ocean Dr	23:00:16	23:02:29	23:03:44	0:03:28
2/23/2020	Commercial Blvd/N Ocean Dr	21:00:53	21:03:03	21:04:21	0:03:28
2/1/2020	5100 blk N Ocean Blvd	10:06:09	10:07:45	10:09:39	0:03:30
2/22/2020	4100 blk Bougainvilla Dr	12:35:25	12:37:09	12:38:57	0:03:32
2/6/2020	1800 blk S Ocean Blvd	13:56:28	13:56:32	14:00:02	0:03:34
2/9/2020	4100 blk Bougainvilla Dr	7:06:25	7:09:17	7:10:00	0:03:35
2/28/2020	3900 blk N Ocean Dr	7:14:46	7:16:36	7:18:21	0:03:35
2/21/2020	3900 blk N Ocean Dr	14:10:43	14:14:18	14:14:20	0:03:37
2/8/2020	4600 blk Bougainvilla Dr	3:34:14	3:36:23	3:37:53	0:03:39
2/9/2020	4300 blk El Mar Dr	4:57:12	4:57:18	5:00:51	0:03:39
2/28/2020	Commercial Blvd/N Ocean Dr	20:28:51	20:30:05	20:32:30	0:03:39
2/2/2020	1400 blk S Ocean Blvd	8:48:11	8:48:52	8:51:51	0:03:40
2/14/2020	100 blk Commercial Blvd	22:04:13	22:04:26	22:07:53	0:03:40
2/16/2020	4300 blk El Mar Dr	22:16:19	22:18:25	22:20:01	0:03:42
2/1/2020	1800 blk S Ocean Blvd	19:50:52	19:52:12	19:54:35	0:03:43
2/23/2020	100 blk Commercial Blvd	3:32:23	3:35:02	3:36:06	0:03:43
2/17/2020	4900 blk N Ocean Blvd	22:34:16	22:34:25	22:38:01	0:03:45
2/22/2020	4100 blk Bougainvilla Dr	8:27:07	8:29:00	8:30:57	0:03:50
2/7/2020	4300 blk N Ocean Dr	22:24:56	22:27:50	22:28:51	0:03:55
2/12/2020	4500 blk Poinciana St	18:14:03	18:14:07	18:17:58	0:03:55

2/17/2020	1500 blk S Ocean Blvd	12:52:07	12:52:38	12:56:02	0:03:55
2/2/2020	4600 blk Poinciana St	7:34:34	7:36:01	7:38:30	0:03:56
2/21/2020	1800 blk S Ocean Blvd	11:58:23	11:59:10	12:02:19	0:03:56
2/3/2020	200 blk Neptune Ave	8:12:16	8:13:53	8:16:14	0:03:58
2/25/2020	Commercial Blvd/N Ocean Dr	21:18:15	21:18:59	21:22:16	0:04:01
2/3/2020	4900 blk N Ocean Blvd	2:26:54	2:29:02	2:30:59	0:04:05
2/17/2020	5400 blk N Ocean Blvd	18:37:36	18:38:50	18:41:44	0:04:08
2/8/2020	2000 blk S Ocean Blvd	2:29:48	2:31:20	2:33:59	0:04:11
2/28/2020	1800 blk S Ocean Blvd	3:52:50	3:53:00	3:57:01	0:04:11
2/4/2020	6000 blk N Ocean Blvd	3:20:39	3:21:08	3:24:52	0:04:13
2/12/2020	4900 blk N Ocean Blvd	4:47:47	4:50:06	4:52:07	0:04:20
2/9/2020	2000 blk S Ocean Blvd	15:09:13	15:10:18	15:13:38	0:04:25
2/12/2020	5400 blk N Ocean Blvd	23:12:31	23:15:05	23:17:01	0:04:30
2/4/2020	200 blk Codrington Dr	23:03:28	23:04:31	23:08:02	0:04:34
2/29/2020	4500 blk W Tradewinds Ave	2:37:29	2:39:53	2:42:14	0:04:45
2/19/2020	4300 blk El Mar Dr	12:31:53	12:32:41	12:36:43	0:04:50
2/24/2020	200 blk Hibiscus Ave	19:40:40	19:41:05	19:45:36	0:04:56
2/25/2020	1400 blk S Ocean Blvd	14:09:02	14:09:54	14:13:59	0:04:57
2/11/2020	1900 blk Sailfish Pl	2:53:48	2:58:44	2:58:47	0:04:59
2/18/2020	1600 blk S Ocean Blvd	8:25:24	8:26:31	8:30:26	0:05:02
2/5/2020	5400 blk N Ocean Blvd	18:15:20	18:17:48	18:20:32	0:05:12
2/7/2020	1400 blk S Ocean Blvd	0:45:38	0:47:03	0:51:01	0:05:23
2/28/2020	1400 blk S Ocean Blvd	0:27:27	0:27:42	0:33:05	0:05:38
	6 min or less = 100%			**Average =**	**0:03:11**

Town Commission Agenda Item Report

Meeting Date: March 10, 2020
Submitted by: Bill Vance
Submitting Department: Administration
Item Type: Report
Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report (Bill Vance, Town Manager; Neysa Herrera, Assistant to the Town Manager)

Explanation:

- The International City/County Management Association (ICMA) recognized Town Manager Bill Vance in honor of his 25 years of service in local government. This award highlights Mr. Vance's significant contributions and achievements in the advancement of local government administration.

- On February 28th, Development Services Director coordinated the Town's Fire Marshall and Building Official's inspection of the Florida Development Group (FDG) property, known as the former Holiday Inn Site. The report of the inspection is pending.

- As part of the monthly Town Employee Safety Committee meeting goals, ADT installed new security alarm panels and panic buttons at Town Hall, Development Services, Parking Services, and the Community Center this month. Safety Committee CPR training is scheduled for March 12th and March 26th.

- The Lauderdale By The Sea Chamber of Commerce will be hosting its March's Business Breakfast Meeting in Jarvis Hall, from 8:00am-9:30am. The topic will be: Networking & Marketing to Advance Your Business/ Self.

- Census takers will visit homes in April to conduct quality check interviews, and then in mid-May to help collect responses. It is recommended that If someone visits your home to collect information for the 2020 Census, please check to make sure that they have a valid ID badge, with their photograph, a U.S. Department of Commerce watermark, and an expiration date. Census workers may also carry Census Bureau bags and other equipment with the Census Bureau logo. If you still have questions about their identity, you can contact the regional Census Center at 470-889-6800 to speak with a Census Bureau representative.

- LBTS staff continues to work with Broward County Transit on launching the new routes for the community shuttle Pelican Hopper, while lobbying for the expediting of these efforts.

Capital Improvement Projects

The Florida Department of Transportation (FDOT) anticipates that the **Hibiscus Crosswalk** will be completed by the end of April, barring any unforeseen circumstances. The scope of this project consists of installing a marked crosswalk and associated signage at the intersection of A1A and Hibiscus Avenue.

The ADA Sidewalk Compliance Study approved by the Town Commission on January 28th is currently underway. As part of the Town's continued commitment to improve walkability within the community, sidewalk maintenance is a critical piece in helping to achieve this goal. Therefore, staff identified the need to ensure that all sidewalk segments abutting a roadway crossing meet the current ADA standards. The study will help guide future sidewalk maintenance activities in the upcoming years as well as assist in the efforts to procure penny surtax funds.

Other Municipal Services Projects

The **South Median Landscaping** project continues to take place. Two Sylvester Palms were planted on February 20th and the installation of additional landscape is approximately 45% complete. Staff anticipates work should be completed by March 13th, barring any unforeseen or weather-related delays.

The **Installation of power for outlets and lighting in West Commercial Plazas** started on Thursday, March 5th. These lighting improvements will increase visibility of the businesses on the West Commercial District, which will result in enhanced safety.

On Monday, March 2nd, Municipal Services staff performed a **proactive sanitary sewer lateral repair** in the 4300 block of Bougainvilla.

Staff has ordered new LED components for the **decorative light fixtures downtown** that are turtle friendly and emit a brighter light than the current LEDs. These should arrive in April/May.

The Town completed the painting of the VFD/BSO building. Town staff is currently **painting the Visitor Center facility**. The work is estimated to be completed the week of March 9th.

New Businesses

The forthcoming annex to the Sea Lord Hotel at 4132 N. Ocean Drive, will feature 14 hotel units. The project is currently under construction.

The Spoiled Bee, a new business located at 4342 Seagrape Drive, was created in 2017 by a mother/daughter duo. The business specializes in homemade natural and botanical cosmetics, as well as skincare products.

Grants

On February 28, the Town has received its final **FEMA reimbursement** associated with Hurricane Irma debris collection in the amount of $72,247.63. We are currently pending $12,000 in emergency clean-up management funds. Special thanks for the support of our State Rep Chip Lamarca and his talented Staff (Corey Staniscia), our County Commissioner Lamar Fisher, LBTS lobbyists Ericks Consulting, LBTS Finance Department, Municipal Services Staff, and FEMA consultant Valerie Philipp (Witt O'Brien).

The cycle for the 46th Year (FY2020-2021) of the **Broward County Community Development Block Grant** (CDBG) Urban County Program is open. On February, 27, Financial Services Staff attended a mandatory workshop organized by Broward County to discuss the funding projections for the FY 2020-21 CDBG Allocation

cycle, the percentage allocation for each city, and the required timeliness of expenditures which are critical to Broward County maintaining compliance with HUD expenditure regulations. The application and resolution authorizing the Town Manager to submit the application will be considered at the March 31st Town Commission Meeting.

Sustainable Environmental Efforts

The Town is getting ready to deploy a new **informational beach sign off Datura Avenue** showing divers and snorkelers exactly where to find our Shipwreck Snorkel Trail, the abandoned Biorock project and the near-shore reef. The sign was developed by PIO Steve D'Oliveira in conjunction with Reef Smart Guides, a firm which developed detailed maps recently for all the key reefs and wrecks off Broward County.

Per the appreciated idea of Commissioner Strauss, staff has been investigating **receptacles for cigarette butts on the beach**, this item will be brought forward for discussion at a Town Commission Meeting in April.

In order to protect and preserve the Town's biggest environmental asset, the beach, staff has located a **Beach Cleaning Basket Station** by El Prado Park. It is expected that this measure will encourage beachgoers to keep the beach clean.

Marketing Updates

With many travelers changing vacation plans, LBTS will be increasing its digital marketing (Facebook, Google Ads, Retargeting Ads, Instagram) efforts to areas in Florida already showing interest in LBTS via discoverlbts.com, such as Naples to Tampa, Orlando, Jacksonville and even West Palm Beach. Staff is also ensuring that the Town's exposure in our partnerships with Visit Florida, Trip Advisor, and GFLCVB's sunny.org represent our small, quaint, Florida town.

Community Events

On February 26, the LBTS Community Center led by Armilio Bien-Aime, hosted a **Masquerade Ball** in Jarvis Hall. The event featured music entertainment provided by Mehdi Mehrpad.

The **LBTS Garden Club** hosted a regional Flower Show on February 29 in Jarvis Hall.

The 8th Annual Community Center Art Exhibit will take place in Jarvis Hall on March 11th, from 6:00pm to 8:30pm. Residents and visitors are invited to enjoy an evening full of creativity, passion, and culture featuring the work of Lauderdale By The Sea Community Center Artists.

Dancing By The Sea, the Town's popular outdoor dance classes, continue to take place in the downtown Ocean Plaza from 5:00pm to 7:00pm on the second and fourth Sunday of the month through May. Free instruction is provided by Danny Carter.

The LBTS Farmers Market continues to take place in El Prado Park every Sunday, from 9:00am to 2:00pm through May 3rd. This event offers an opportunity for residents and visitors to buy fresh local produce.

Those who love to be awakened with **yoga** and meditation can continue to be inspired by the free early morning classes at El Prado Park at 7pm through April. The classes are hosted by 'yogis' from Mind's Eye Day Spa.

Recommendation: N/A

Agenda Item No: 10.a

Town Commission Agenda Item Report

Meeting Date: March 10, 2020
Submitted by: Tedra Allen
Submitting Department: Administration
Item Type: Minutes
Agenda Section: APPROVAL OF MINUTES

Subject Title:
February 25, 2020 Town Commission Meeting minutes (Tedra Allen, Town Clerk)

Explanation:
Approval of February 25, 2020 Town Commission Meeting minutes.

Recommendation:
Approve/Accept

Attachments:
02-25-20 LBTS Commission minutes

MEETING MINUTES
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
REGULAR MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, February 25, 2020
6:30 PM

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:30 p.m. Also present were Vice Mayor Elliot Sokolow, Commissioner Edmund Malkoon, Commissioner Alfred "Buz" Oldaker, Commissioner Randy Strauss, Town Manager Bill Vance, Town Attorney Susan L. Trevarthen, Assistant to the Town Manager Neysa Herrera, Finance Director Lucila Lang, Municipal Services Director Ken Rubach, Development Services Director Linda Connors, Town Engineer Jay Flynn, Special Projects Coordinator Debbie Hime, Public Information Officer Steve d'Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pastor Fred Powell III gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

5.a Adopt-a-Dune Program (Lee Gottlieb, Youth Environmental Alliance / Ken Rubach, Municipal Services Director)

Lee Gottlieb, representing Youth Environmental Alliance (YEA), recalled that in 2013, Lauderdale-By-The-Sea lost a great deal of its sand, which left several properties vulnerable. The Town purchased sea oats to help protect and restore the beach by trapping windblown sand. Lauderdale-By-The-Sea has implemented sea oats on 2.4 miles of shoreline and dunes over the past five years, with the assistance of YEA, several corporations, and more than 1000 volunteers.

Mr. Gottlieb recommended that the Town consider implementation of a dune restoration and maintenance plan as an essential element of its coastal resiliency. The Adopt-a-Dune program is intended to facilitate a continuous dune system along the entire Florida coast and beyond. The program partners volunteers with a municipal government and nonprofit. Funds will go directly toward restoration projects in Lauderdale-By-The-Sea. Private property owners are encouraged to take care of their own beachfronts and dunes.

Mr. Gottlieb continued that YEA has spoken with the Florida Department of Environmental Protection (DEP) regarding the Adopt-a-Dune program. DEP's greatest concern was that inappropriate species might be planted on the beach. Any entity adopting a dune must partner with a knowledgeable nonprofit and/or municipal government.

Town Manager Bill Vance advised that he and Municipal Services Director Ken Rubach have previously worked with Mr. Gottlieb and have brought in consultants to help create a beach maintenance plan, which can be included in the next fiscal year's budget discussion. He noted that a dedicated beach maintenance fund could be annually budgeted to preserve, enhance, and improve the Town's beaches.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Angela Aldawhi, resident, addressed parking on Bougainvillea Drive behind Walgreen's, expressing concern for pedestrians at that location. She pointed out that cars often drive across the median rather than making a U-turn elsewhere, which can result in stuck vehicles and lost revenue for businesses in this area.

John Graziano, resident, characterized Town Manager Vance's performance in his first year with Lauderdale-By-The-Sea as "as good or better [than] could be expected" with regard to hiring practices, availability to the community and Staff, and recommendation of changes to the Commission on Town issues.

With no other individuals wishing to speak at this time, Mayor Vincent closed public comment.

7. PUBLIC SAFETY DISCUSSION

None.

8. TOWN MANAGER REPORT

8.a Town Manager Report (Bill Vance, Town Manager)

Assistant to the Town Manager Neysa Herrera reported that on February 14, 2020, the Broward Metropolitan Planning Organization (MPO) released its list of recommended surtax-funded projects for the current fiscal year. Two Lauderdale-By-The-Sea projects have been recommended for funding:

- El Mar Drive improvements ($240,000)
- Bicycle infrastructure resulting from an ongoing pedestrian study. ($360,000)

These dollars will help cover design costs associated with the projects.

Another project within the Town's boundaries receiving surtax dollars in fiscal year (FY) 2020 is construction of bus shelters ($138,000), with another $150,000 pending in later years. The full list of surtax-funded projects compiled by the MPO will be considered by the surtax Oversight Board on April 2, 2020.

The 46th year of Broward County's Community Development Block Grant (CDBG) program is now open, and the Town hopes to submit an application requesting $30,000 to continue improvements to the Senior Center. This item will be brought before the Commission for consideration at their March 24, 2020 meeting.

In order to explore the possibility of expanded natural gas service in Lauderdale-By-The-Sea, Staff, Town Manager Vance, and Commissioner Randy Strauss met with representatives of Tico Gas, which has a franchise in the Town. Staff is investigating County Ordinances and policies used by other municipalities to establish a clear and sustainable process for this service expansion.

Staff encourages Town residents to participate in the 2020 U.S. Census. In March, they will receive invitations to respond to the census by phone, mail, or online. Additional information, including dates, is available on the Town's website, and residents may contact Town Planner Jhanelle Campbell at Development Services at 954-640-4219.

The Town's Information Technology (IT) service provider conducted a cybersecurity seminar to create awareness of the dangers associated with scam emails. It was held on January 29, 2020 in Jarvis Hall and was open to all affiliates with a Town email address.

On February 21, 2020, the Town hosted a vacation rental workshop in Jarvis Hall to educate owners and managers on the current Town policies and regulations that apply to these properties.

Capital improvement projects expected in FY 2020 include:

- Terra Mar drainage improvements: plans are 100% complete and Town Staff and consultants working on this project met with residents to discuss details
- Palm Club: design for this project will reach 50% completion in April 2020; Staff expects design documents to be submitted on April 1, 2020, after which a community meeting with Palm Club residents will be scheduled to discuss design
- El Mar Drive improvements: Staff recommends this project be awarded to EDSA
- Friedt Park courtyard improvements: since approval by the Commission on February 11, 2020, Staff has met with State Contracting and Engineering to kick off this project
- Other ongoing municipal projects include South Median landscaping, painting of public restrooms on El Mar Drive, electric vehicle (EV) charging station at A1A parking lot

On January 18 and February 8, 2020, the Town completed one of its largest dune projects under the dune restoration program with the help of community volunteers, corporate partners, and other community groups, including YEA. Roughly 15,000 sea oats were planted as part of this project. Staff continues working with a beach consultant and FDEP to explore options of what can be done for these dunes at a later date. Nova Southeastern University has planted approximately 1000 staghorn corals in two locations off the Town's shore.

Commissioner Oldaker thanked the Town Manager and Assistant to the Town Manager for the comprehensive report, including backup materials. He recalled that Florida's Governor has expressed interest in allowing vacation rentals to be regulated at the local level and read a letter from the President of the Broward League of Cities to the Governor urging that he consider this option. [The letter was submitted into the record for this meeting.]

Commissioner Oldaker also requested additional information regarding the cybersecurity seminar. Town Manager Vance replied that this was a mandatory event for Staff.

8.b Action Plan

The Commissioners accepted the Action Plan without comment.

8.c New LBTS Brochure Distributed to Key Tourist Locations (Debbie Hime, Special Projects Coordinator)

Special Projects Coordinator Debbie Hime briefly reviewed the Town's new print brochure, which will be distributed to 230 nearby hotels, as well as other strategic locations throughout South Florida, including Port Everglades.

8.d First Year Overview of Town's New Government Website

Special Projects Coordinator Hime also noted that the Town's current website was created one year ago. Public Information Officer Steve d'Oliveira has served as content manager and ensured that information is correct. Visitors can now be tracked, including their locations, pages visited, and the time at which they use the site. The website will soon move into Phase 3.

Commissioner Malkoon requested additional information on what will be done in Phase 3 of the Town's website. Special Projects Coordinator Hime advised that search indexing will be improved, information prioritized, and fillable forms may be provided online. She asked that the Commissioners submit any comments or suggestions they may have so they can be incorporated into the website upgrade.

8.e Special Events Update (Debbie Hime, Special Projects Coordinator)

Special Projects Coordinator Hime advised that there were 64 Town events the previous year, eight of which were Town-sponsored, 35 of which required special event applications, and 21 that required park use permits. She noted that on Tuesday, March 17, 2020, the Village Grille and 101 will host a St. Patrick's Day event with music from 6:30 to 10 p.m. An Easter egg hunt is scheduled for Saturday, April 11, 2020.

9. TOWN ATTORNEY REPORT

Town Attorney Susan Trevarthen requested that an Executive Session be scheduled regarding *Town of Lauderdale-By-The-Sea v. Florida Development Group* on March 10, 2020, at 5:30 p.m. The Commissioners agreed to the scheduling of this session by consensus.

10. APPROVAL OF MINUTES

10.a February 11, 2020 Town Commission Meeting Minutes (Tedra Allen, Town Clerk)

Commissioner Oldaker made a motion, seconded by Vice Mayor Sokolow, to approve. Motion carried 5-0.

11. CONSENT AGENDA

Items 11c, 11d, and 11e were pulled for additional discussion.

11.a Special Event Application from the Community Church for Easter Sunrise Service Sunday, April 12, 2020 (Debbie Hime, Special Projects Coordinator)

11.b Special Event Application for Community Christian Church Beach Baptism on May 30, 2020 (Debbie Hime, Special Projects Coordinator)

Vice Mayor Sokolow made a motion, seconded by Commissioner Oldaker, to approve Items 11a and 11b. Motion carried 5-0.

11.c Meeting Schedule (Tedra Allen, Town Clerk)

Mayor Vincent explained that a special meeting will be scheduled for the swearing-in of Town officials following the municipal election. The regularly scheduled Commission meetings in March are set for March 10 and March 24, 2020. The election will be held on March 17. Election results will not be certified until March 27. Staff requests that the March 24 meeting be rescheduled for March 31 so the swearing-in may be performed, and votes certified on that date. The Personal Code of Conduct may also be provided for newly elected officials at that time.

Commissioner Oldaker made a motion, seconded by Vice Mayor Sokolow, to approve. Motion carried 5-0.

11.d Town Seat on LBTS Chamber of Commerce (Tedra Allen, Town Clerk)

Town Manager Bill Vance advised that he has participated as an *ex officio* member of at least one Chamber of Commerce in the past. This addition can help coordinate Town and Chamber projects and provide local government experience and immediate feedback

from the Town. He concluded that he would be willing to accept the seat on the Chamber's Board if that is the Commission's desire.

It was confirmed that should Town Manager Vance perceive a conflict of interest arising from his seat on the Board, he would recuse himself at that time.

Vice Mayor Sokolow made a motion, seconded by Commissioner Strauss, to approve. Motion carried 5-0.

11.e Canal Dredging Study (Ken Rubach, Municipal Services Director)

Municipal Services Director Ken Rubach stated that some Commissioners requested a preemptive study to determine the depths of the Town's six canals, as well as what work would need to be done prior to any dredging. Additional information was provided in the Commissioners' backup materials. Two different types of surveys would be performed: one which measures depth from the surface to the bottom of the canal, and another which determines the composition of the bottom, including aquatic and/or plant life.

Commissioner Strauss made a motion, seconded by Commissioner Oldaker, to approve. Motion carried 5-0.

12. OLD BUSINESS

12.a Town Manager's Performance Evaluation (Tedra Allen, Town Clerk)

Commissioner Oldaker commented that this year's evaluation process was unique due to a series of Staff changes, including a change in the position of Town Manager. He recommended that the Town Manager's salary be increased by 5%, which was consistent with an across-the-board 5% increase received by Staff.

The Commission discussed this proposal, with Vice Mayor Sokolow stating that while he was very pleased with the Town Manager's performance, particularly in dealing with the Town's business community, he was not prepared to discuss salary at this time. Mayor Vincent observed that while there were some disparities within the Town Manager's evaluation, he remained very impressed with Town Manager Vance's ability. Town Manager Vance suggested that salary discussion could be postponed until his one-year anniversary with the Town.

The Commissioners agreed by consensus that each of them would meet with the Town Manager on an individual basis to discuss salary.

12.b Condition of Florida Development Group (FDG) Property (Susan Trevarthen, Town Attorney)

Town Attorney Trevarthen reported that after the Concord Wilshire proposal for FDG's property was withdrawn, Staff reached out to FDG for consent to perform an updated inspection. The interior inspection will be performed later this week. Its findings will help to determine how the Town will pursue the disposition of the former Holiday Inn building. She recalled that the original foreclosure complaint was filed 14 months ago and led to compliance and payment regarding the FDG Central and Villa Capri properties, although liens remain on the latter.

The first deadline for FDG to respond to the Town's litigation will occur at the end of the week (February 28, 2020). Town Attorney Trevarthen recalled that she had requested an Executive Session to discuss this issue further with the Commission. She recognized Development Services Director Linda Connors and Development Services Staff for their help on this issue.

Commissioner Oldaker noted that the liens collected may differ from the amount that has accrued thus far. Town Attorney Trevarthen further explained that each lien against a given property includes different details and may be very complicated. Options may include lien mitigation requests after compliance is reached, as well as taking a property into receivership.

13. NEW BUSINESS

13.a El Mar Drive RFQ (Jay Flynn, Town Engineer / Ken Rubach, Municipal Services Director)

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, stated that she would like the contractor selected for the El Mar Drive project to undertake a comprehensive study of that roadway to see how it is used for different modes of transportation, including vehicular, bicycle, and pedestrian activity.

With no other individuals wishing to speak at this time, Mayor Vincent closed public comment.

Town Engineer Jay Flynn recalled that the Town advertised a public request for qualifications (RFQ) for design consultants to undertake improvements to El Mar Drive. The Town received six responses, which were ranked earlier this month by a selection committee. The rankings listed EDSA as the preferred respondent, followed by Craven Thompson. The committee recommends approval of these rankings and authorization of the Town Manager to proceed with negotiations to finalize the scope of work and associated fees. In the event an agreement could not be met, the Town Manager would undertake negotiations with the second-ranked firm.

Town Engineer Flynn addressed Ms. Cole's concerns, stating that the project will be an extension of existing streetscape improvements within the Town. The resulting streetscape will be unique to Lauderdale-By-The-Sea.

Town Manager Vance noted that the first visionary work session for this project is anticipated at the end of March 2020. The public will be provided with notice, as the RFQ requests that design consultants engage in extensive community outreach and consensus-building. Town Engineer Flynn continued that meetings between Staff and the design consultant are already planned, and community outreach can begin while the project's survey is still in process. He estimated that design would be complete by the end of 2020, with construction to begin in 2021 and completion in 2021-2022.

Commissioner Oldaker asked if all plans from the previous iteration of the project, which had been undertaken in partnership with the Florida Department of Transportation (FDOT) and the Broward MPO, have been discarded. Town Engineer Flynn advised that the Town is retaining one paper copy of the survey from that experience, which would serve as a "base map" for community outreach and consensus-building. The survey cannot be used for design purposes.

Vice Mayor Sokolow pointed out that after the conclusion of the Town's involvement in the MPO/FDOT, FDOT and its consultants had been expected to provide the Town with all materials for which the Town had paid.

Commissioner Oldaker made a motion, seconded by Vice Mayor Sokolow, to approve the rankings. Motion carried 5-0.

14. COMMISSIONER COMMENTS

Commissioner Malkoon stated that he recently met with American Medical Response (AMR) to review their quarterly statistics and determine any needs. He noted that AMR is working on a project to ensure that all Town condominiums, as well as Town buildings including Town Hall, are equipped with defibrillators. AMR's medical director is willing to write prescriptions for these devices.

Commissioner Malkoon continued that the Garden Club will host a flower show on Saturday, February 29, 2020. He added that he had participated in a public television program called "Check Please South Florida," which will feature the Blue Moon. The show will air on Monday, March 2, 2020 as well as Thursday, March 5.

Commissioner Oldaker recognized Municipal Services Director Rubach for Staff's work on the South Median. He also noted that the Town has relocated an electronic speed limit sign to Bougainvillea Drive south of Commercial Boulevard to address residents' concerns.

Commissioner Strauss stated that he has discussed the possibility of placing inexpensive cigarette butt receptacles made from PVC pipe along the beach to encourage keeping the Town's beaches clean. He has requested that Staff prepare a presentation on this and other options to be shown at the first Commission meeting in March 2020.

Mayor Vincent acknowledged the concerns raised regarding traffic on Bougainvillea Drive and asked that this be made a priority for the Broward Sheriff's Office (BSO), including the gathering of data since the median was added. He also complimented Public Information Officer Steve d'Oliveira and all participants in the recent Sea Shorts program.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

16.a Ordinance 2020-03 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 20, "UTILITIES," OF THE TOWN'S CODE OF ORDINANCES BY AMENDING ARTICLE I, "SANITARY SEWER SYSTEM," SECTION 20-19, "RATES AND CHARGES," AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE (Lucila Lang, Finance Director)

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, requested additional information on the reason for the sewer rate increase, as well as information on the Town's sewer/water infrastructure.

With no other individuals wishing to speak at this time, Mayor Vincent closed public comment.

Town Manager Vance explained that because Broward County is coordinating significant enhancements to its wastewater treatment plant, they have determined that all beneficiaries who use this plant will need to pay more for its services. This 25% increase was passed on to the Town through Pompano Beach. Town Staff projected that a 15% increase in local sewer rates would be enough to maintain the Town's $1.2 million Sewer Fund balance while also meeting the fiscal obligations of the rate increase.

Mayor Vincent recalled that in the past, the Town conducted a sewer study and voted on some incremental rate increases to ensure sufficient reserves. Town Attorney Trevarthen recalled that the incremental rate increase was intended to build up a larger balance to cover the costs of rebuilding a pump station.

Municipal Services Director Rubach addressed the question regarding the Town's sewer and wastewater infrastructure, stating that over the past five years, all sanitary sewer mains within the Town were lined, which would add another 30 years to the life of that pipe.

Commissioner Strauss made a motion, seconded by Commissioner Oldaker, to approve. Motion carried 5-0.

17. RESOLUTIONS – PUBLIC COMMENTS

17.a Resolution 2020-06 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING THE REMOVAL OF MIXED PAPER FROM THE LIST OF MATERIALS THAT CAN BE COLLECTED IN THE CURBSIDE RECYCLING PROGRAMS, PROVIDING FOR AN EFFECTIVE DATE

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, requested additional explanation of the proposed Resolution.

With no other individuals wishing to speak at this time, Mayor Vincent closed public comment.

Town Manager Vance advised that the main issue is the current market for recyclables. He acknowledged that while contamination of recyclables is an ongoing effort, the problem with mixed paper is that markets such as China are no longer accepting this material. It is a waste management decision rather than a Town decision to no longer accept mixed paper.

Commissioner Oldaker referred residents to an article on this topic in the *Sun-Sentinel* dated February 21, 2020 and provided a hard copy for inclusion in the record with the documents from tonight's meeting. Commissioner Strauss added that there is also no market for glass recyclables at present. Commissioner Malkoon advised that information is available online on the reuse of materials that cannot be recycled.

Vice Mayor Sokolow made a motion, seconded by Commissioner Oldaker, to approve. Motion carried 5-0.

18. QUASI JUDICIAL PUBLIC HEARINGS

None.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 8:32 p.m.

_____

Mayor Chris Vincent

ATTEST:

_____ _____

Town Clerk Tedra Allen Date

Town Commission Agenda Item Report

Meeting Date: March 10, 2020
Submitted by: Debbie Hime
Submitting Department: Administration
Item Type: Consent
Agenda Section: CONSENT AGENDA

Subject Title:
Special Event Application for Cinco de Mayo Event on Tuesday, May 5, 2020 (Debbie Hime, Special Projects Coordinator)

Explanation: Attached for consideration is the Special Event Application (Exhibit 1) from Taco Craft to hold their second annual "Cinco de Mayo" event on Tuesday, May 5, 2020 from 11:00 a.m. until midnight. The Applicant is requesting to have live music (Top 40's, Classic Rock) on a stage at the corner of A1A and Commercial, and up to five (5) canopies in the parking spaces in front of the property for a bar, food and sponsors. They expect 200 spectators.

Note that Applicant had originally asked for outdoor music to end at midnight, and this has been amended to 10:30 to be are consistent with the Commission's past policy direction on special events.

Monday, May 4	Porta-Johns Set	3:00 p.m.
Tuesday, May 5	Setup Begins	6:00 a.m.
	Event Starts	11:00 a.m.
	Outdoor Music Ends	10:30 p.m.
	Event Ends	Midnight
	Cleanup Completed	Midnight

Note that the application requested cleanup to be completed the following day, and that they have been advised (and Condition #4 states) that outside cleanup must be completed by midnight. Also note the addition (Exhibit 3) of Fire Marshal's recommendation for fire extinguisher locations and sizes in Condition #16.

Recommendation: **We recommend approval of the event with the following conditions:**

1. The event site shall be organized in a safe manner to protect attendees. All electrical cords and similar materials must be covered so as not to pose a hazard to the public.
2. Security and MOT:
    a. The Police Chief shall arrange for the number of detailed BSO deputies required to work on public property for crowd and traffic control. The Permit Holder shall reimburse the Town for this expense.
    b. If the Permit Holder wants BSO detail officers to work on private property during the event, Permit Holder shall make those arrange directly with the BSO Detail Office for the number of BSO deputies working.

c. The Police Chief shall approve the Permit Holder's Maintenance of Traffic Plan (MOT).

3. Parking/Road Closures: Permit Holder may block off parking spaces and shall pay for all parking spaces closed as a result of the event.
    a. Permit Holder shall block off parking spaces 100 through 104 (total of four) beginning on the event day 6:00 a.m. and the spaces will reopen no later than 12:00 midnight.
    b. The Permit Holder shall pay for the parking spaces closed as a result of the event at the then current meter rate. Four (4) parking spaces, 101, 102, 103 (100 is handicap and thus no charge) will be used from 6:00 a.m. until midnight (1 space @ $1.40 per 30 minutes, 18 hours x $2.80 = $50.40 and 2 spaces x 18 hours x 2.25 = $81.00 + $50.40 = $131.40).
4. Set up of the event will start at 6:00 a.m. and tear down will be completed by midnight.
5. The Permit Holder shall provide access to the bathroom facilities in their businesses for attendees of the event. Applicant is also providing two porta-johns as noted on the site map.
6. The Permit Holder shall submit a solid waste and recycling plan for approval at least 30 days prior to the event to the Town's Recycling Coordinator. As needed during the event and at the end of the event, the Permit Holder shall empty all waste receptacles and recycling bins, including Town bins, within the event area and within 100 feet of the event area.
7. A Clean-up Deposit may be required if the Town is required to clean the site. The deposit shall be paid within two weeks of invoice. Clean up fee starting at $150 will be charged if area is not cleaned to Town standards.
8. All related Fire Marshall and Building Official's related requirements shall be complied with, both before and during the event.
9. 10' X 10' canopies will have at least one foot of separation and weighted with 5-gallon buckets of sand or items of similar weight. Any canopies with any sides or without at least one foot of separation will require a permit from the Building Department, along with an inspection the day of the event.
10. Canopies, stage, tables, chairs, etc., shall not interfere with pedestrian walkways, ingress or egress.
11. Barricades and fencing shall be placed to protect the public from on-coming traffic and provide safe passage along the sidewalk. The Permit Holder shall keep the sidewalks next to and within the event site open and clear for pedestrian traffic.
12. Generator used for the band equipment will be placed away from the stage and pedestrians.
13. Permit Holder shall maintain at least two (2) exits from the event area.
14. No open flame devices are allowed.
15. Permit Holder shall have one (1) fire extinguisher (5 Ib. or 2A 10 or 40BC) at the canopy where propane tank is being used, and (1) at the stage, as indicated in Exhibit 2.
16. The Fire Marshal shall inspect and approve the event layout prior to opening.
17. The cost of any inspections or work required by Town Staff after normal working hours will be billed to the Permit Holder and must be paid within two weeks of invoice date.
18. No alcohol is permitted outside of the designated event area.
19. The Permit Holder shall provide written notice to all properties affected by this event by April 5, 2019, after Town's approval of the notice and area of distribution.
20. All signage will be approved and permitted by Development Services at least 30 days prior to the event.
21. All sound systems shall be operation so as not to violate the Town's Code, including Section 13-6, Noise Limitation. (Noise shall not exceed 85 dba or 85 dbc between the hours of 7:00 a.m. and 10:00 p.m. and when measured at or beyond 100 feet.
22. Insurance:
    a. At least thirty (30) days prior to the event, the Permit Holder shall provide a Certificate of Liability written in comprehensive form naming the Town as additional insured in the amount of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and $1, 000,000 per

occurrence and $2,000,000 general aggregate for property damage with thirty (30) days written notice required for cancellation.

b. The Permit Holder shall provide a Certificate of Liquor Liability Insurance written in comprehensive form at least thirty (30) days prior to the event naming the Town as additional insured in the amount of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and $1,000,000 per occurrence and $2,000,000 general aggregate for property damage which provides coverage for each event authorized by this permit. The Certificate shall specify that the Town will be given at least thirty (30) days written notice of any cancellation.

23. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this event shall expire unless the Town Manager finds there are extenuating circumstances that the event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the event, without increasing the administration costs of the Town.
24. Permit Holder shall owe no monies to the Town at the time of the event or have any code citations or violations. There shall be no code violations or monies due such as fines, fees, taxes or other charges, permits or licenses outstanding or owed to the Town by the current or past property owners or operators of the Permit Holder. A Permit Holder may not participate in the event unless all monies due are paid, permits/paperwork received, and code issues resolved 14 days prior to the event.
25. The Town Manager may suspend permission for this event or required changes in the site plan due to conflicting activities, failure of the Permit Holder to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.
26. Upon showing by the Permit Holder of a valid reason or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special events.
27. Permission for this event may be suspended or modified by the Commission, Town Manager or his designated Staff.
28. The Town Manager or onsite Town representative may terminate the event or a Permit Holder's participation due to Permit Holder not complying with the terms and conditions of the Town's event permit, for health or other safety reasons.

Attachments:

1. Special Event Application for Cinco de Mayo Event on May 5, 2020
2. Fire Marshal's Site Map Additions for Fire Extinguishers

Exhibit 1

SPECIAL EVENT APPLICATION INFORMATION

For your event to be considered by the Town Commission, a *fully completed* application must be submitted *at least* 60 days prior to the date of the event.

*This application is available in Word format at **www.lbts-fl.gov/town/docs.htm**. If possible please use the Word document and your computer to complete the application.*

An application is not considered complete unless it includes:

1. A full description of the proposed event,
2. A detailed site plan (*very important!*),
3. All required documents, and
4. The application fee.

A meeting with Special Events Permitting is required before submitting a Special Event Application. Questions? Call our Special Projects Coordinator at 954-640-4200 or email debbieh@lbts-fl.gov.

Payment of Special Event Permit fee is required at the time of Application submission via hand delivery or by mail to:

Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

A Special Event shall be approved by the Town Commission before an event is advertised to the public. A special event is defined as a concert, festival, race, walk, carnival, show, exhibition, parade, or any other similar outdoor event whether operated totally outdoors, on stage, under tents, or with the use of any temporary building or structure, ***to which members of the public are invited as participants or spectators***.

Please review the Town's special event requirements by clicking on: https://www.Special_Event_Requirements
Or download a copy of the Special Event Requirements from our website and review them before submitting your application.

Important to remember:

1. Your event is approved by the Town Commission with "Conditions" that must be met or your event is cancelled. READ and understand the Conditions. *Talk with us if you have questions.*
2. You are responsible for securing and paying for all fees, licenses, and permits required by any governmental agency having jurisdiction, providing the Town evidence of all required insurances, and providing evidence of organization and/or charity.
3. You have to file all of the required documents shall be provided not later than 30 days prior to the event date or the event authorization terminates (unless prior arrangements have been approved by Town).
    a. Insurance
    b. Vendor lists and licenses
    c. File site plan

4. Parking is limited in Lauderdale-By-The-Sea, and will be a consideration when approving your event.
5. You may have to obtain permits from the Building & Fire Departments to meet Florida Building Code and Fire Code standards.
6. You are responsible for securing and paying for all fees, licenses, and permits required by any governmental agency having jurisdiction.

I (Applicant) have read and fully understand the above:

Signature of Applicant

Print Name: Marc Falsetto

Event Name: Cinco De Mayo

SPECIAL EVENT APPLICATION

Submit this completed application *at least* 60 days prior to the proposed date of your event.

DETAILED SITE PLAN REQUIRED (see details at end of application)
Site Plans often do not include details that are necessary to approve an application or to issue a permit and delays are caused by rejections of initial applications.

Once you have completed the written portion of the application, provide a Site Plan on the last page or attach separately to this application.

Name of Event: CINCO DE MAYO / TACOCRAFT

Event Purpose, Description and Activities: CINCO DE MAYO

New Event ___ **or Returning Event** ✓ **Previous Attendance** 200

Day(s) and Date(s) of Event: Tuesday, May 5th, 2020

Proposed location of the Event (location, streets, landmarks):
4400 N. Ocean Drive (Tacocraft) West Side Building

How many people do you anticipate on site at any peak time?

Participants: _____ #Spectators 200 #Adult volunteers: _____

Please complete the following table:

Activity	Day	Time
Start of set-up:	5/5/20	6:00 AM
Start time of the Event:	5/5/20	11:00 AM
EVENT		
End time of the Event:	5/5/20	12AM
Start of Clean up:	5/5/20	12AM
Clean-up completed by: (Site restored to original condition)	5/6/20	11:30 AM

Name and address of host or sponsoring organization:

Is applicant a Non-Profit Organization? YES NO

Please attach Organization's proof of 501c3 IRS exemption, background, history, accomplishments, and other events:

Person submitting Application ("Responsible Party"):

Name: Tacocratt (Marc Falsetto)

Mailing address: 4400 N. Ocean Drive,

Phone: 786 395 9910 Mobile phone: "

Email: marc@Jeygroup.com Fax:

Representative(s) who will be at each day of the event:

Name(s): Marc Falsetto or General Manager

Mailing address: 4400 N. Ocean Dr.

Phone: 786 395 9910 Mobile phone: "

Evening phone: " Fax: "

Email: marc@Jeygroup.com

Add information as necessary:

Will you have an event contractor or planner? YES NO

If yes, please provide the contact information of your event contractor (event planner)

Name: Company Name:

Business Address: Company Email:

Phone Office: Phone Mobile:

List contractors that will be on site before, during or after the event (use separate page if needed) – final list required 30 days prior to event.

Request for Town Involvement:

Are you requesting the Town be involved with this event in any way? YES NO

If yes, describe services requested, if any:

STATEMENT OF BENEFIT

If the applicant is seeking sponsorship/co-sponsorship from the Town of Lauderdale-By-The-Sea, a Statement of Benefit is required by Town Code and shall be included here or attached to this application.

If the Town is a sponsor or co-sponsor of the event, the Applicant shall keep financial records of the event sufficient to document all revenues and expenditures. These records shall be available at reasonable time within Broward County for inspection by the Town.

(Insert here or denote if attached)

FEES

Are there fees or donations collected on site from the participants or spectators? YES NO

If yes, provide details:

SOUND SYSTEMS

The event sound systems shall be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation. Violations of the Town's noise ordinance are grounds for the immediate termination of the source of the noise and may be grounds to terminate the event.

Do you plan to use amplified sound? Provide details, time and location, and if you require electrical connections for:

- ✓ Proposed amplified sound/speaker system:
- ✓ Proposed live music: List genre, type, ambiance: Top 40, classics
- _____ Planned recorded music
- _____ Do you require electrical connections for any of the above? Please give details:

CLEAN EVENT STANDARDS

Keeping the event area clean during the event and immediately following the event, including trash removal, walkways, and streets, is the responsibility of the applicant. See Clean Up Deposit under Conditions

Please note that, except for very small events, all events shall provide a recycling plan and follow recycling requirements. See Recycling Requirements under Conditions. For more info email recycle@lbts-fl.gov.

Name the contractor or organization (including contact information) who is responsible for your Event's recycling:

Name: Waste Pro Email:

Address:

Daytime phone: Mobile phone:

TENTS, CANOPIES, STAGES, BLEACHERS

Tents are generally defined as temporary structures having two or more sidewalls or drops.

A canopy is a tent without sides.

All Tents, canopies larger than 120 sq. ft., multiple canopies without separation, and stages require a building permit. The use of tents or large canopies require approval of the LBTS Fire Marshal and are required to have building permits obtained via LBTS Building Department prior to Event. Manufacture labels are required to be attached to the tents and canopies.

Rental agencies shall provide documentation of the flame spread labeling of 25 or less submitted with application. All canopies larger than 120 sq. ft. shall submit copies the manufacture's labels attached to the tents or canopies with application.

Stages and bleachers shall include product approvals that are supplied by the manufacturer.

Indicate if any of the following will be assembled at the Event and include locations on Site Plan. List sizes and numbers of each:

Tents: 0

Canopies: (5) 10x10

Stages: (1) TBD 8x12

Bleachers: 0 list size and max load:

UTILITIES * Barricades/Water Barricades PER BSO Along A1A

All utilities requirements shall be approved by the Director of Development Services and the Fire Marshall prior to Application submission to Town Commission.

Depending on location of event, electrical and/or water may be available from the Town for a fee.

Electrical Requirements: *Electrical work requires an Electrical Building Permit.*
Generators over 5KW require an Electrical Building Permit.
A Florida Licensed Electrical Contractor is required to obtain permits.

All electrical requests shall meet the requirements of the Florida Building Code with final approval from the Town's Building Official at least 30 days prior to the Event. Contractor is required to schedule and successfully complete inspection of work prior to Event opening. Florida Building Code 101.4.1, 105.4.5.

Will any **electrical equipment be installed** in conjunction with the ~~Special~~ Event? (i.e. lighting in tents, outlets for cooking, stages, etc.) Yes (NO)

If the Event requires the following on public property, list what equipment is to be installed and locations (include voltage, amperage, and phases of wiring) as well as company name providing the equipment. Describe below, include location and use, and also include locations on Site Plan:

_____Electrical power:

_____Water:

✓ Gas, propane, BBQ grills, generators: One of 5 spaces ~~will~~ may not have canopy. No Flame

_____Fuel Storage:

✓ Generator for stage 4x2

SIGNAGE

All signage shall be included in the application if you wish to exceed the Town Code requirements. Signage shall be reviewed by Development Services (LindaC@lbts-fl.gov) before Application is submitted to Town Commission). No signage shall be installed without permit.

Information on signage shall include location, colors, size and number of signs. Indicate signage to be placed in any right of way that directs traffic to the Event and their approximate size.

Are you requesting permission to erect signage for this Event? YES (NO)

For each sign please provide:

Description, number of signs, proposed dates, location, size of signs in square feet and letter size:

Include sign locations on detailed Site Plan or attach a separate sheet.

RESTROOMS (show on Site Plan)

The number of portable toilets required depends on the number of attendees, length and type of event, as determined by the Building Official.

Local businesses that have more than the required number of restroom facilities that allow their facilities to be used may count towards the extra restroom facilities required.

If Event is downtown, permit holder is required to obtain written approval from restaurants to allow participants to use their restroom facilities.

Number of restroom facilities required by Town: TBD
Number of additional restroom facilities, and type, that will be on event site: 2 Porta Potties @ end near alleyway
(Show on Site Plan)

STREET CLOSURES

Street closures may be required at the Event's expense

Are you requesting that any public streets be closed for the Event? YES (NO)
I don't know, please advise_____

If yes, indicate the streets and blocks and times the closure is requested:

TRAFFIC CONTROL/BARRICADES

A traffic control contractor may be required for events which require barricades or traffic control signage.

Please list your traffic control contractor, if applicable:

VEHICLES

Vehicles are not allowed to drive or park on Town property or park grounds due to damage to underground irrigation systems and to the sod. Applicant shall be responsible for restoration of any damage to Town property.

Are you requesting to drive or park on town property or park grounds: YES (NO)

If you are requesting that vehicles be permitted to drive or park on Town property, please indicate the type(s) of vehicles, the locations, and times they would be parked. Must be approved by Town's Parking Department prior to Event.

LOADING/UNLOADING: If you are requesting that vehicles be permitted to load/unload in non-metered areas, please indicate the location and times loading and unloading would occur:

TRAFFIC CONTROL PLAN

Parking exemptions shall be approved by Assistant Town Manager prior to Application submission to Town Commission). Town may block spaces for safety and other reasons at the expense of the Event.

Include detailed Site Plan indicating how on and off street parking will be accommodated.

Are you requesting the reservation of any Town parking meter spaces for the Event?
(YES) NO

If yes, provide the meter numbers on the Site Plan and purpose for which they will be used.
4 Spots. Meter # 100, 101, 102, 103,
All parking meter fees are paid 30 days prior to the event. 7am - 11pm

OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

Off duty police officers are required, at the applicant's expense, for street closures, events with alcohol, or large crowds, as determined by the Sheriff's Department. Large events may require a code compliance officer to ensure compliance with Town codes. We have met BSO and following their guidelines.

Do you anticipate needing off duty police officers for your Event? YES NO
Do you anticipate needing code compliance officers for your Event? YES NO

CONCESSIONS:

A no-compete clause pertaining to local restaurants will be required where applicable.

Are you planning to have any type of concessions? YES NO

If YES, has the Florida Health Department approved the food vending Site Plans?
YES NO

If yes, is the food provided by a Non-Profit _____ or For Profit _____ organization?

Is the food free of charge_____ or for sale _____

Do all food vendors have a temporary food service permit? YES NO

Please list the types of food that will be served:

Are you requesting any of the following types of cooking equipment be used on site:

Charcoal Grills _____	Sterno_____	Fryers_____	Open fires_____
Propane Grills _____	Refrigerators____	Smokers_____	Hoods _____
Concession trailers____	Warmers_____	LP Tanks_____	Other _____

Provide details of dispensing locations here and on Site Plan

ALCOHOL

State license is required to be submitted to the Town at least 30 days prior to the event

Are you planning on selling alcoholic beverages at the event? YES NO

If YES, has a liquor permit been obtained from the State of Florida? YES NO

Provide details of dispensing locations here and on Site Plan ok.

Provide contact information for all license holders that will be serving alcohol: Tacocraft LBTS, LLC

VENDORS

A list of all vendors their company name is required for initial approval and final list is required 30 days prior to event and subject to approval (add here or on separate page, and vendor location on site Plan):

Name	Company	Vendor Type

ANIMALS

Any exhibition or similar undertaking in which animals are required to participate in performances for the amusement or entertainment of an audience is subject to Town Commission approval.

Are animals included in your event? YES NO
If yes, please give details:

FIREWORKS

(Fireworks require a separate permit approval process and application)

Are you requesting approval to discharge fireworks at the event? YES NO

SALE OF MERCHANDISE

Are you requesting approval to offer other items for sale at the event? YES NO

List items for sale:

RIDES

Rides or other amusement may require a State of Florida inspection

Copies of contracts with any provider of rides, mechanical devices and amusements shall be submitted to the Town at least 30-days prior to the event.

Are rides to be included in the Event? YES NO

If yes, please provide the number and description of each type:

Mechanical/Electrical:
Inflatable (bounce house etc.):
Manual (slides, trampolines):
Other:

NO BALLOONS RELEASED

When balloons are released over the ocean, they become a major source of pollution and significantly increase the mortality rate among sea turtles, birds and other marine life. Sea turtles and fish often mistake the balloons for jellyfish, eat them and die when their stomachs become blocked. Birds can become entangled in the balloon strings and drown. To help reduce the threats caused by balloons, I agree that there will be no release of balloons at this event and I have been informed that the release of balloons is illegal under Florida Statute 379.233. Balloons may be used for decorations at an event but they must either be deflated or taken home at the end of the event, NEVER released into the air. Failure to abide by this requirement will result in the cancellation of the current Event and denial of future special event permits.

I agree no balloons will be released _____

FIRE WATCH or EMS ONSITE

If required by the Fire Marshall, the applicant shall provide for a fire watch and/or an EMS Crew during the event. Large events or those using combustible materials may require qualified stand-by personnel and the appropriate equipment, the cost of which is the responsibility of the applicant.

First Aid facilities may be required by Town at Event's expense. Initial_____

INSURANCE

Insurance requirements differ depending on the type of event and if alcohol is served.

For events not serving alcohol and without fireworks, the Applicants shall provide a Certificate of Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and $1,000,000 per occurrence and $2,000,000 general aggregate for property damage with thirty days written notice required for cancellation.

Certificate of Liability Insurance naming the Town as additional insured is required from all Event businesses, promoters, and other related event planners

An approved form of a Certificate of Liability Insurance may be required with your Application for approval by the Town Commission and/or shall be provided the Town at least 30 days prior to the Event date.

Talk to Town Staff representative if your Event proposes serving alcohol or having fireworks about insurance requirements, as both require additional insurance.

Do you and all parties involved have the required insurance coverage needed for this Event?
YES NO

EVENT CONDITIONS

Approval for this Event shall expire without future action of the Town if all documents such as but not limited to insurance certificates, health and liquor licenses, BSO police detail contract(s), Fire Marshall or Development Services approvals, MOT Plan, Solid Waste Plan, final Site Plan, any monies due to Town, and other material requirements are not submitted at least 30 days prior to the Event.

Copies of State and County licenses for all vendors and contractors shall be filed with the Town 30 days in advance of the Event. (Final list of vendors and their locations shall be submitted to the Town no later than two weeks prior to the even unless otherwise approved in advance by Town)

If the Event is approved by the Commission, they will establish the Event conditions that the application shall abide by during the Event. Standard Conditions shall include, but are not limited to the following:

1. Permission for this Event may be suspended or modified by the Commission, Town Manager or his designated Staff.
2. Turtle Clause: If any of the set-up will take place on the beach sand please avoid any marked sea turtle nests with a minimum buffer of 30 feet.
3. Setup of the Event will start at about _____and the area will be cleaned and open by ____
4. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving Event approval.

5. The Police Chief shall approve the Applicant's Maintenance of Traffic Plan (MOT), if one is required.
6. The Applicants shall submit a solid waste and recycling plan for approval at least 30 days prior to the Event to the Municipal Services Director. The Applicant shall provide additional waste receptacles and recycling bins. During the event as needed and at the end of the event, the Applicant shall empty all of the waste receptacles and recycling bins and pick up litter within the event site and 100 feet of the site.
7. All signage will be approved and permitted with Development Services at least 30 days prior to the event
8. All related Fire Marshall and Building Official's related requirements have been approved
9. Provide proof of additional restroom facilities ordered at least 30 days prior to event
10. The event and its approved sound systems shall be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation. All music shall end promptly at _____ pm.
11. The event site shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered so as to not pose a hazard to the public or event staff, or will be battery operated.
12. Parking Requirements have been identified, fees paid and listed on site plan
13. The Applicant shall provide a written notice to all properties affected by this event by (date), (30 days in advance) for approval prior to distribution; and confirm in writing which properties have been notified.
14. Clean up Deposit may be imposed, based on the final Site Plan, and due two weeks prior to the event.
15. Clean up fee starting at $150 will be charged if area is not cleaned to Town standards.
16. Final Site Plan must be presented for approval at least 48 hours in advance of the event.
17. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
18. A Damage Deposit may be imposed, based on size of event and location.
19. There will be no release of balloons at this Event.
20. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
21. Upon showing by the Applicant of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special Events.
22. The Applicant shall meet the following minimum insurance requirements per Ordinance 2015-06, which may be modified by action of the Town Commission for a specific Event:
    a) Prior to issuance of the requested permit, proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury and property damage.
    b) No required policy shall have a deductible or self-insurance retention greater than $15,000.
    c) All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance shall provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any Event, the Applicants shall be held responsible for providing the Town notice of any change in insurance coverage. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement shall be issued as part of any required policies. The Applicants shall provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure

5. The Police Chief shall approve the Applicant's Maintenance of Traffic Plan (MOT), if one is required.
6. The Applicants shall submit a solid waste and recycling plan for approval at least 30 days prior to the Event to the Municipal Services Director. The Applicant shall provide additional waste receptacles and recycling bins. During the event as needed and at the end of the event, the Applicant shall empty all of the waste receptacles and recycling bins and pick up litter within the event site and 100 feet of the site.
7. All signage will be approved and permitted with Development Services at least 30 days prior to the event
8. All related Fire Marshall and Building Official's related requirements have been approved
9. Provide proof of additional restroom facilities ordered at least 30 days prior to event
10. The event and its approved sound systems shall be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation. All music shall end promptly at _____ pm.
11. The event site shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered so as to not pose a hazard to the public or event staff, or will be battery operated.
12. Parking Requirements have been identified, fees paid and listed on site plan
13. The Applicant shall provide a written notice to all properties affected by this event by (date), (30 days in advance) for approval prior to distribution; and confirm in writing which properties have been notified.
14. Clean up Deposit may be imposed, based on the final Site Plan, and due two weeks prior to the event.
15. Clean up fee starting at $150 will be charged if area is not cleaned to Town standards.
16. Final Site Plan must be presented for approval at least 48 hours in advance of the event.
17. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
18. A Damage Deposit may be imposed, based on size of event and location.
19. There will be no release of balloons at this Event.
20. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
21. Upon showing by the Applicant of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special Events.
22. The Applicant shall meet the following minimum insurance requirements per Ordinance 2015-06, which may be modified by action of the Town Commission for a specific Event:
    a) Prior to issuance of the requested permit, proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury and property damage.
    b) No required policy shall have a deductible or self-insurance retention greater than $15,000.
    c) All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance shall provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any Event, the Applicants shall be held responsible for providing the Town notice of any change in insurance coverage. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement shall be issued as part of any required policies. The Applicants shall provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure

to comply with these requirements shall justify a denial, suspension or revocation of the requested approval by the Town Manager or designee.

d) In the Event that control of any applicable Event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Applicant (the "sub-applicant"), the sub-applicant shall provide insurance and indemnification meeting the requirements of this Section under which the Applicant is applying, as if they were the Applicant and shall be held responsible for compliance with the Town Code as if the sub-applicant were the Applicant.

e) If applicable, at least thirty (30) days prior to the first Event, the Applicants shall provide a Certificate of Liquor Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and $1,000,000 per occurrence and $2,000,000 general aggregate for property damage, which provides coverage for each Event authorized by this permit. The Certificate shall specify that the Town will be given at least thirty (30) days written notice of any cancellation.

23. In the Event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this Event shall expire unless the Town Manager finds there are extenuating circumstances that the Event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the Event, without increasing the administration costs of the Town.

24. Applicant shall owe no monies to the Town at the time of the Event. There shall be no past due fines, moneys, fees, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special Event permit. A special Event permit will not be issued until all past due debts to the Town are paid in full.

25. The Town Manager may suspend permission for this Event due to failure of the Applicants to comply with the terms and conditions of the Town's permit, due to conflicting activities, for health or safety issues, or for the best interests of the Town.

26. The onsite Town representative may terminate an Event due to the Applicant not complying with the terms and conditions of the Town's Event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the Event site.

INDEMNIFICATION

Applicant shall indemnify, defend and hold harmless the Town, its officers, agents and employees, from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind arising directly or indirectly from this Special Event and resulting or accruing from any intentional act or any negligent act, omission or error of Applicant which in turn results in or relates to injuries to body, life, limb or property sustained in, about or upon the Special Event Area, and arising from the use of the Town property.

Applicant shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the Town as a result of any claim, suit or cause of action accruing or in any way arising out of this Special Event Application for injuries to body, life, limb or property as set forth above.

Applicant shall save the Town harmless from and against all judgments, orders, decrees, attorneys' fees, costs, expenses and liabilities incurred in and about any claim, and the investigation or defense of them, which maybe entered, incurred or assessed as result of the foregoing.

PERMISSION OF THE PROPERTY OWNER

Applicant's and Property Owner's Certification

An event held on property that is not owned by the applicant requires the permission of the property owner, which is granted by having the property owner sign this special event application.

By signing this event application, the petitioner agrees to all terms, conditions, and indemnification in this application, and understands that this application or the approval of this event application by the Town Commission does not grant any permission to violate any laws, ordinances or statutes.

Additions and/or revisions to this application must be submitted in writing.

Applicant		***Property Owner***
I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.		*I give the applicant permission to use my/our property for the proposed special event and I understand the Town's requirements to hold a special event and the information given by the applicant is complete to the best of my knowledge.*
Applicant's Signature (required): Marc Falsetto Date 3/3/20		Property owner's Signature (required): _____ Date: _____
Applicant's (Print information below) Name: Marc Falsetto / Talcocraft Title: Mgr Organization: TALCOCRAFT Telephone: 786 395 9910 Mobile: 786 395 9910 Email: marc@hGHCUSA.com		Property Owner's (Print information below) Name: Title: Organization: Telephone: Mobile: Email:
STATE OF FLORIDA: COUNTY OF BROWARD:		STATE OF FLORIDA: COUNTY OF BROWARD:
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by marc Falsetto who is personally known to me/provided FL DL as identification and who did/did not take an oath.		SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by_____ who is personally known to me/provided _____ as identification and who did/did not take an oath.
My Commission Expires: 12/22/21 Kyra Oquendo Notary Public, State of Florida		My Commission Expires: _____ _____ Notary Public, State of Florida

KAREN GAILES
MY COMMISSION # GG 136933
EXPIRES: December 22, 2021
Bonded Thru Notary Public Underwriters

SITE PLAN DETAILS

Site Plans often do not include the details that are necessary to approve an application or to issue a permit and delays are caused by rejections of initial applications.

The following details are intended to be a guide to assist you in developing a Site Plan. A current survey of the property is most helpful. If a survey is not available, a drawing depicting the area of the Event should include these details, as necessary. More than a one page Site Plan may be included in your application if details of specific areas are important to your Event.

*A detailed map of the Event site identifying location of each of the following **MUST** be drawn here or attached to this application prior to submission. Dimensions are required to determine if available site will support all of the proposed activities.*

Cooking Areas need to be separated from public areas with fences or barricades

Canopy, tents or other covers: locations should include the size, type, & (shelter, vending, food, EMS)

Location:

The site of the event, with streets, parks and other landmarks identified
Routes for races, parades, etc.
Traffic routing and road closures
Ticket Kiosks
Access control points
Signage *(shall be approved by Development Services prior to Application submission to Town Commission)*
Signs (location, size, color and wording)*

Public Services:

Fire lanes (emergency access for fire equipment and EMS)
Restroom facilities (incl. Portable & Private)
Locate electrical equipment, permanent and temporary (temporary electrical installation (must be to code and approved by Town)
Trash and Recycling receptacle locations
Smoking and No Smoking areas
Pedestrian walkways
Garbage Cans
Recycling Bins

Hazard/ Precautions:

Hazards at the site (ditches, construction areas, obstructions to pedestrian traffic, bodies of water)
Fencing, barriers, barricades, walls, gates, etc.
Gasoline, propane, grills, fire, charcoal, generators, any other flammable fuel
Fuel Storage and dispensing areas
Fire Extinguishers Minimum size 4A/10BC one every 75 ft. of travel. If cooking, Class K or 1 40BC rated Fire Extinguisher for every cooking station or canopy (at discretion of Fire Marshall)
Generators (shall be approved by Fire Marshall in advance)

Event:

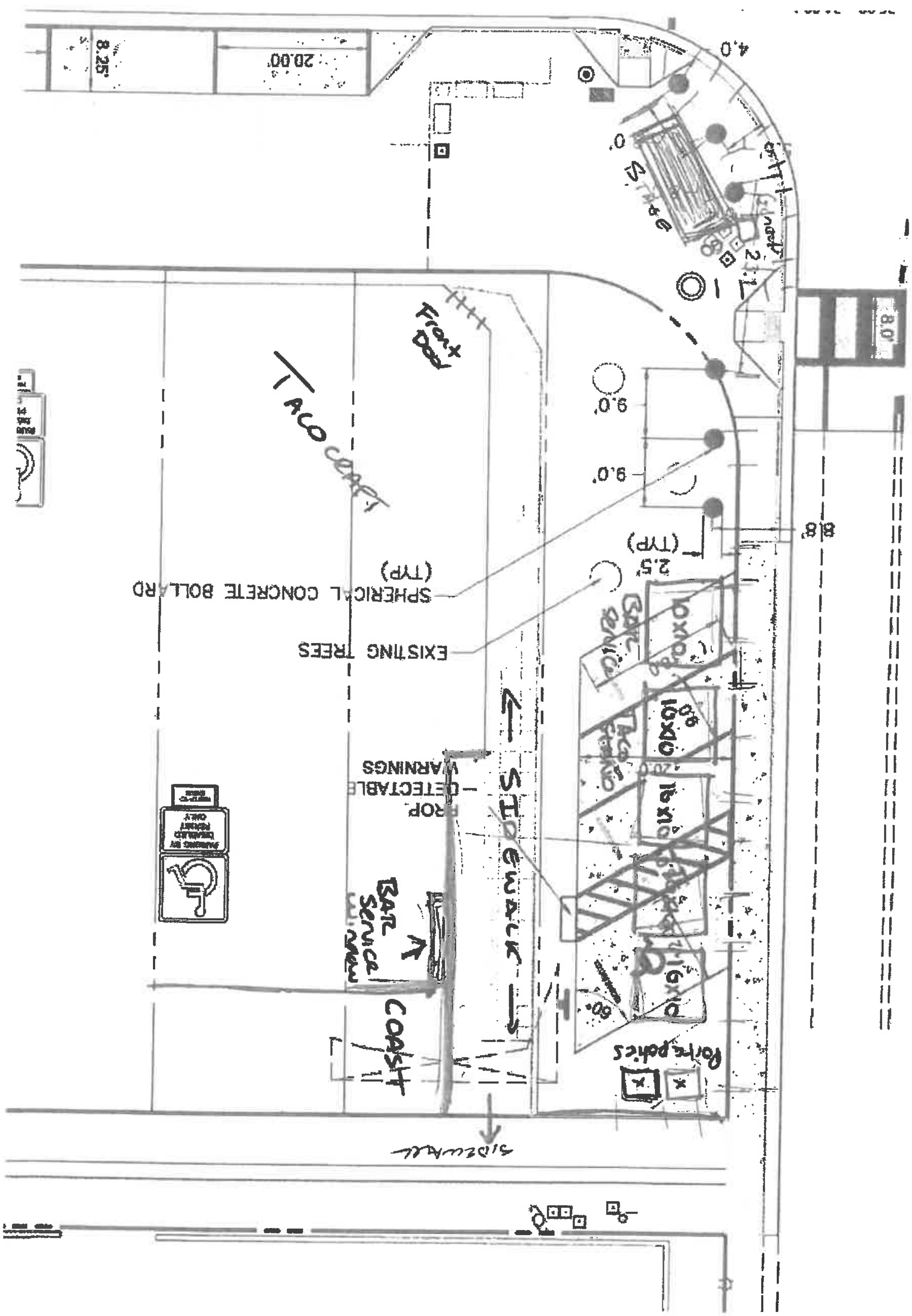
Canopies, tents, stages (types shall be specified) locations for sales, food service, etc. *Large tents will require Fire Marshall approval of illuminated exit signs and fire extinguishers)*
Vendor locations (booths or tables and approximate size, (Vendor's company names phone numbers and email addresses required on separate page at least 48 hours in advance of the Event)
Restrooms – Portable and Private
First Aid facilities
Trailers, storage, sleeping facilities, service boxes, displays, etc.
Alcohol serving/consuming areas
Rides and Amusements, Rides, demonstrations, performance areas and stages including Musicians and Artists

Parking:

Parking areas, location, parking spaces, and parking space numbers that will be blocked;
to load/unload before, during or after the event and the amount of time for each occurrence

Code or Security Enforcement (paid by Event)

EMS stand-by or Fire watch areas (include first aid stations)
Police: Off duty police officers (if known)


SPHERICAL CONCRETE BOLLARD (TYP)
EXISTING TREES
PROP. DETECTABLE WARNINGS
8.25'
20.00'
9.0'
9.0'
8.8'
2.5' (TYP)
8.0'
4.0'
TACO COAST
Front Door
SIDEWALK
BAR SERVICE
COAST

Applicant's Certification

By signing this event application, the petitioner agrees to all terms, conditions, and indemnification in this application, and understands that this application or the approval of this event application by the Town Commission does not grant any permission to violate any laws, ordinances or statutes.

Additions and/or revisions to this application shall be submitted in writing.

I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.

Applicant's Signature (required) — Date: 3/2/20

Marc Falsetto
Applicant's Printed Name and Title/Organization

786 395 9910
Telephone Number

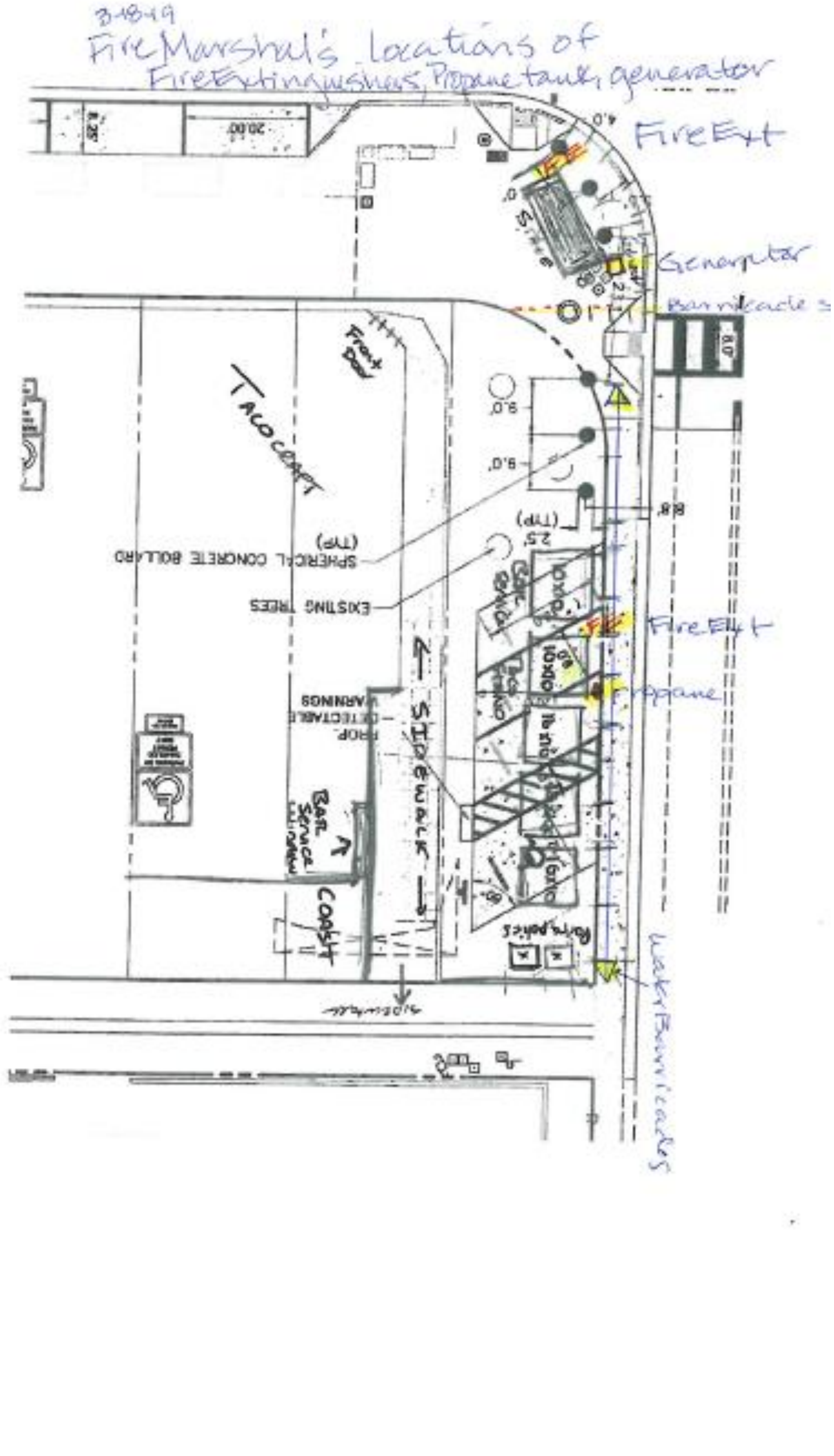
STATE OF FLORIDA:
COUNTY OF BROWARD:

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by Marc Falsetto who is personally known to me/provided FL DL as identification and who did/did not take an oath.

Notary Public, State of Florida
My Commission Expires: 12/22/21

KAREN YANES
MY COMMISSION # GG 136933
EXPIRES: December 22, 2021
Bonded Thru Notary Public Underwriters

Exhibit 2



3-18-19
Fire Marshal's locations of
Fire Extinguishers, Propane tank, generator
Fire Ext
Generator
Barricades
Fire Ext
Propane
Water Barricades
Taco Coast
Bar Service
Sidewalk
SPHERICAL CONCRETE BOLLARD (TYP)
EXISTING TREES

Agenda Item No: 11.b

Town Commission Agenda Item Report

Meeting Date: March 10, 2020
Submitted by: Ken Rubach
Submitting Department: Municipal Services
Item Type: Consent
Agenda Section: CONSENT AGENDA

Subject Title:
Hardship Parking Permit Application (Ken Rubach, Municipal Services Director)

Explanation:
Ocean Treasure is requesting 4 hardship parking permits, which would bring the total number of hardship parking permits from 36 to 40. Ocean Treasure was not able to apply in September, as they were not yet open. They became operational earlier this year.

Section 19-26(c) of the Town's Code of Ordinances provides that the Town Commission shall consider "all applications for non-exclusive hardship permits for the use by the customers of the hotel, motel, apartments and other businesses and may approve or deny applications for hardship permits for meters within specific geographic locations".

A hardship parking permit allows the permit holder to park at an open-metered space within a designated area. There are no spaces reserved for hardship parking permits, and hardship parking permits cannot be used to park in a space reserved for people with a Residential Parking Permit. The cost of a hardship parking permit in FY 20 will remain $324 plus tax per space, the same as FY 19.

The table below reflects the FY 2019/2020 Hardship Permit Applications:

Business Name	Address	Assigned Space #'s (A&B)	Street	FY19 Approved	FY20 Requested	# of Units	# of parking spaces
4344 LLC	4346 E. Tradewinds Ave	307-322	E. Tradewinds	2	2	2	0
4346 LLC	4346 E. Tradewinds Ave	307-322	E. Tradewinds	2	2	2	0
Windjammer Resort	4244 El Mar Drive	72-83	Datura	5	5	33	28
Ocean Terrace	4565 El Mar Drive	284-289 or El Prado Lot	Washingtonia	3	3	5	2
Sea Cliff Apts.	4201 El Mar Drive	90-98	Hibiscus	1	1	12	11
Parkhill Apartments	4144 El Mar Drive	90-98	Hibiscus	5	5	12	6
Sea Spray Inn	4245 El Mar Drive	72-83	Datura	2	2	6	6
Sea Spray Pool	4301 El Mar Drive	72-83	Datura	4	4	12	9
Ocean Treasure	4308 El Mar Drive	72-83	Datura	0	4	11	7

Coral Key Inn	4601 El Mar Drive	284-289 or El Prado Lot	Washingtonia	3	3	13	7
Beachside Village Resort	4564 N. Ocean Drive	284-289 or El Prado Lot	Washingtonia	3	3	31	31
Ocean Terrace Beachside Condo	4564 El Mar Drive	284-289 or El Prado Lot	Washingtonia	2	2	8	6
Tides Inn	4628 El Mar Drive	284-289 or El Prado Lot	Washingtonia	3	3	12	10
Beachview Apts.	4149 Bougainvilla Drive	200-203	Bougainvilla	0	1	5	5
			Totals	**35**	**40**		

Recommendation:

Staff recommends that the Town Commission approve Ocean Treasurer's application for 4 (four) FY2019/2020 Hardship Parking Permits

Attachments:

1. Hardship Permit Application

Town of
LAUDERDALE-BY-THE-SEA

4501 Ocean Drive, Lauderdale-by-the-Sea, Florida 33308-3610
Telephone: (954) 640-4200/ Fax (954)776-1857

LAUDERDALE BY·THE·SEA
RELAX...YOU'RE HERE

Hardship Parking Permit Application

A Hardship Parking Permit allows a customer of a hotel, motel, apartment hotel, apartments or other businesses to park at an open Town parking space within specific geographic area.

Property: Ocean Treasure

Address: 4308 El Mar Drive
Lauderdale-By-The-Sea, FL 33308

Type of business: Motel

Number of Units: 11

Number of parking spaces on site: 7

Number of parking spaces off site: _____

Number of Permits this year: _____ (October 1, 2018)

Number of Permits requested starting October 1, 2019: ~~5~~ 4

Attached is a copy of my Business Tax Receipt.

I understand and agree that a Hardship Permit may only be used by customers of my business and may not be sold or given away. Violations may result in a business' permit(s) being revoke or suspended for up to one year.

Owner: Dylan Tannenbaum

Print name: Dylan Tannenbaum

Address: 4308 El Mar Drive, LBTS, FL 33308

Telephone: 954 790 1588

Email: Dylan.Tannenbaum@gmail.com

11 units

7 parking spaces

File: W:\Hardship Permits\Letter for Hardship Parking Renewals 2019.docx
Printed: 10/31/2019 11:45 AM

Agenda Item No: 11.c

Town Commission Agenda Item Report

Meeting Date: March 10, 2020
Submitted by: Ken Rubach
Submitting Department: Municipal Services
Item Type: Consent
Agenda Section: CONSENT AGENDA

Subject Title:
Piggyback Agreement for Disaster Debris Recovery Services with Crowder Gulf Joint Venture, Inc. (Ken Rubach, Municipal Services Director)

Explanation:
As part of the review process of expiring contracts, staff evaluates the various options by which we can obtain quality services for reasonable prices. The Disaster Debris Recovery Services Contract, as the name implies, covers services dealing with debris removal after a natural disaster occurs. Our current contract expires on July 12, 2020, which is two months into hurricane season, so it is imperative we have a new contract in place as the old one expires. Crowder Gulf Joint Venture, Inc. ("Crowder Gulf") has been a reliable partner with the Town for almost a decade. Due to their assistance during Hurricane Irma, the Town was able to quickly clean up and return life to a sense of normalcy for our residents. Prior to the Town's engagement of Crowder Gulf, another company was used that did not perform to the level expected and as a result their contract was terminated.

As part of our agreement with Pompano Beach for access to their debris staging sites, they requested that we use the same firm, if possible. Crowder Gulf currently has a contract in place with Pompano Beach for these services. The Town Purchasing Manual authorizes the Town to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process, and the Town has done so in years past for these services. The Town wishes to piggyback off of that contract in order to a) accommodate Pompano Beach's request and b) continue to have a reliable contractor available should the need arise.

Recommendation:
Approve Resolution 2020-09 approving the piggyback agreement with Crowder Gulf Joint Venture, Inc. and authorizing the Town Manager to execute a contract with Crowder Gulf Joint Venture, Inc. for Disaster Debris Recovery Services, in substantially the form attached as Exhibit "A".

Attachments:
Ex A. Piggy Agreement
Ex A-1. City of Pompano Beach Crowder Gulf Agreement
Ex B. Resolution 2020-09

TOWN OF LAUDERDALE-BY-THE-SEA AGREEMENT FOR EMERGENCY DISASTER DEBRIS RECOVERY SERVICES
(Piggyback Competitive Award)

This Agreement is made this ____day of March, 2020 (“Effective Date”) between the Town of Lauderdale-By-The-Sea, a municipal corporation organized and existing under the laws of the State of Florida and whose address 4501 North Ocean Drive, Lauderdale-By-The-Sea, FL 33308 (the "Town"), and Crowder Gulf Joint Venture, Inc. (the "Contractor"), whose address is 5435 Business Parkway, Theodore, AL 36582.

WITNESSETH

WHEREAS, the Town wishes to enter into an agreement with Contractor (this “Agreement”) for the provision of emergency disaster debris recovery services (the “Services”); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the City of Pompano Beach, Florida and the Contractor as set forth in the City of Pompano Beach Request for Proposals E-18-19 and resulting agreement dated August 22, 2019, attached hereto and incorporated herein as Exhibit "A-1" (“Pompano Agreement"); and

WHEREAS, the Town Procurement Manual provides authority for the Town to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Contract Terms. The Contractor agrees to provide the Town the Service as set forth in the Pompano Agreement, which terms are incorporated into this Agreement for all purposes and represent the entire agreement between the parties except for those modifications made herein. In the event of conflict between or among this Agreement and the terms and conditions of the Pompano Agreement, the order of priority shall be: this Agreement, and the Pompano Agreement.

The following additional provisions are included:

A. The "Town of Lauderdale-By-The-Sea" and “the Town” shall be deemed substituted for "City of Pompano Beach, Florida" and “the City” with regard to any and all provisions of the Pompano Agreement, including by example, and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents, which is incorporated herein by this reference. All recitals, representations, and warranties of Contractor made in the Pompano Agreement, including Contractor's proposal, are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein.

B. The Contractor shall comply with Chapter 119, Florida Statutes, as follows:

1. Keep and maintain public records in the Contractor’s possession or control in connection with the Contractor’s performance under this Agreement required by the Town to perform the Services.

2. Upon request by the Town’s records custodian, provide the Town with a copy of 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, 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 this Agreement, and following completion of this Agreement until the records are transferred to the Town.

4. Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the Services. If the Contractor transfers all public records to the Town upon completion of this 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 this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor shall be delivered to the Town, upon request from the Town’s Custodian of Records, in a format that is compatible with the Town’s information technology systems.

5. The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

6. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT tedraa@lauderdalebytheseafl.gov, OR BY MAIL: Tedra Allen, Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The Sea, Florida 33308.

Refusal of the Contractor to comply with the provisions of this Section shall be grounds for immediate termination for cause by the Town of this Agreement.

C. Scrutinized Companies

1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

2. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of this Agreement.

3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions, then they shall become inoperative.

F. ETHICS

1. Contractor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

2. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.

3. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.

4. Compliance with Applicable Law: Contractor covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive.

Section 2. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies as provided below:

For Town: Town Manager
Town of Lauderdale-By-The-Sea
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308

Copy to: Town Attorney
Town of Lauderdale-By-The-Sea
4501 North Ocean Drive

Lauderdale-By-The-Sea, FL 33308

For Contractor: John Ramsay, President & CEO
Crowder Gulf Joint Venture, Inc.
5435 Business Parkway
Theodore, AL 36582

Section 3. Certificates of Insurance. Prior to Contractor's commencement of services pursuant to this Agreement, Contractor shall deliver to Town, in a form acceptable to the Town in its sole discretion, the following documents within 15 days of execution of this Agreement:

a) All required certificates of insurance as described in the Pompano Agreement.

Section 4. Severability. This Agreement sets forth the entire agreement between Contractor and the Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 5. Waiver of Jury Trial. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement or arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

TOWN:

TOWN OF LAUDERDALE-BY-THE-SEA

_____

Bill Vance, Town Manager

Date:_____

CROWDER GULF JOINT VENTURE, INC.

_____

_____

Date:_____

Attest: _____
Tedra Allen, Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

CONTRACT FOR DISASTER DEBRIS RECOVERY SERVICES
FOR
THE CITY OF POMPANO BEACH

This Contract is made and entered into on this _____day of _____ 2019 by and between The City of Pompano Beach, a political subdivision of the State of Florida, hereinafter called the "CITY", and Crowder-Gulf Joint Venture, Inc., hereinafter called the "CONTRACTOR."

Whereas, the CITY is subject to potential natural and/or manmade disasters, such as hurricanes; and

Whereas, such storms can generate up to an estimated twenty-seven (27) million cubic yards of debris in large scale disasters; and

Whereas, the CITY has determined debris removal, storage, reduction, disposal and recycling is in the best interests of the City of Pompano Beach; and

Whereas, the CITY in the interests of safety, health and welfare, desires to remove, consolidate and properly dispose of such debris; and

Whereas, The CITY desires to engage the services of a qualified and licensed contractor to manage Debris Removal, Debris Disposal and Debris Recycling Services and Debris Storage and Reduction Services following natural or manmade disasters; and

Whereas, procurements under this Contract shall be limited to those which are determined essential to eliminate threats to public health, safety and welfare, to the economic recovery of the affected area for the benefit of the community-at-large, to eliminate immediate threats of significant damage to improved public or private property and to facilitate the restoration of normal public services; and

Whereas, the CONTRACTOR is an experienced, qualified and licensed general contractor with expertise in performing Debris Removal, Debris Disposal and Debris Recycling Services and Debris Storage and Debris Reduction Services following natural or manmade disasters; and

Whereas, the CONTRACTOR is an experienced, qualified and licensed hazardous waste contractor with expertise in the management, handling, transporting and disposal of Hazardous and/or Toxic Waste; and

Whereas, the CONTRACTOR shall provide complete recovery management support, including but not limited to debris management and disaster recovery technical assistance, to CITY personnel in all seven categories of work as defined by the Federal Emergency Management Agency (FEMA) in the Public Assistance Guide FEMA 321; and

Whereas, the CONTRACTOR is experienced in working with federal, state and local emergency agencies and has documented knowledge of federal and state disaster programs, funding sources and the FEMA reimbursement process; and

Whereas, the CITY desires reimbursement of costs, as available; and

Whereas, the CONTRACTOR is experienced in providing adequate and timely data necessary for governmental audits and reimbursement payments relative to disaster recovery efforts; and

Whereas the CITY desires to utilize the solicitation E-18-19, hereby referenced and made a part hereof as Attachment J, in order to secure the disaster debris recovery services of the CONTRACTOR.

Now, therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I. DEFINITIONS

A. ASH (as defined in Section IV.F.2)

B. BULKY HOUSEHOLD WASTE/GARBAGE (as defined in Section IV.F.1.d)

C. CONSTRUCTION AND DEMOLITION DEBRIS (as defined in Section IV.F.1.b)

D. CONTRACT ADMINISTRATOR—the City Manager, or other person, designated in writing by the CITY as the primary contact person for the CONTRACTOR.

E. ELIGIBLE DEBRIS (as defined in Section IV.F.1)

F. FINAL DISPOSITION SITES—a City-approved landfill lawfully permitted to accept all non-recyclable Eligible Debris or a City-approved recycling facility, broker or end-user permitted to accept recyclable Eligible Debris.

G. GRANT COORDINATOR—the City Manager, or other representative, who is designated (in writing) by the CITY to be the primary contact person for the administration of the FEMA public assistant grants and shall act as liaison between FEMA and the CITY. (as defined in Section VII.A.)

H. HAZARDOUS AND/OR TOXIC WASTE (as defined in Section IV.F.1.f)

I. HOT SPOTS—areas within the city of Pompano Beach where residents are in immediate need of debris removal assistance or illegal dumpsites that may pose health and safety threats. (as defined in Section V.D.9.)

J. INELIGIBLE DEBRIS (as defined in Section IV.F.3)

K. LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT AND NONPROCUREMENT PROGRAMS—FEMA list identifies those parties excluded throughout the U.S. Government from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits. (see Section IV.G.4.)

L. LOAD TICKET—a serialized, four-part or electronic form used to record and document volumes of Eligible Debris collected by the CONTRACTOR. (as defined in Section V.I.)

M. NATIONAL RESPONSE CENTER—the sole national point of contact for reporting oil, chemical, radiological and biological discharges. (see Section VI.I.3.)

N. NOTICE TO PROCEED—written approval issued to the CONTRACTOR by the CITY to begin mobilization for disaster recovery work. (see Section III.C.-E.) The City manager (or other designee(s) identified by the City Manager in written form prior to activation) will be the only person able to issue a notice to proceed on behalf of the CITY unless modified by a written list of persons authorized by the City Manager to issue such notice. Written notice to proceed may be delivered to CONTRACTOR via fax machine, overnight carrier or delivered in person to the CONTRACTOR representative. CONTRACTOR will provide a contact list (including name, address, position, telephone, cell phone, fax and e-mail address) of persons authorized to receive the NTP within seven (7) days of execution of the contract. Said list will become an attachment to this contract.

O. PASSES—the number of times the CONTRACTOR passes through the assigned Work Zone to collect all Eligible Debris. (as defined in Section V.F.)

P. RECYCLABLES (as defined in Section IV.F.1.e)

Q. RECYCLING FACILITY—a facility that recovers or reuses any Eligible Debris, such as metals, soils or construction materials that may have a residual monetary value for raw material in producing new products.

R. RIGHT(S) OF WAY—public and/or private streets where residents have placed Eligible Debris at curbside in residential areas as is done with routine solid waste collection.

S. TASK ORDER—written authorization issued to the CONTRACTOR by the CITY to define a specific scope of work and the time period authorized for the completion of stated services. (See Section III.E.-F.)

T. DEBRIS MANAGMENT SITE(S)—a CITY-approved location where Eligible Debris is temporarily stored until it is reduced in volume and/or taken to a Final Disposition Site.

U. DEBRIS MANAGEMENT SITE TOWER INSPECTOR—the CITY'S authorized representative designated to inspect and verify each load of Eligible Debris that is delivered to the Debris Management Site(s).

V. DEBRIS MANAGEMENT SITE SUPERVISOR—the CITY'S authorized representative designated to monitor the Debris Management Site operations performed by the CONTRACTOR.

W. TIPPING FEE—a fee based on weight, or volume, of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs.

X. WHITE GOODS (as defined in Section IV.F.1.c)

Y. WOODY VEGETATIVE AND YARD DEBRIS (as defined in Section IV.F.1.a)

Z. WORK ZONE—the designated area within the City of Pompano Beach that the Contract Administrator, or authorized representative, has assigned to the CONTRACTOR to perform Eligible Debris removal and hauling services.

AA. WORK ZONE MONITOR—the CITY'S authorized representative designated to inspect and validate each load of Eligible Debris that is removed from the assigned Work Zones.

BB. WORK ZONE SUPERVISOR—the CITY'S authorized representative designated to maintain the overall organization/coordination of the Eligible Debris collection in the assigned Work Zone.

II. ACRONYMS

A. C & D – Construction and Demolition

B. CA – Contract Administrator

C. FEMA – Federal Emergency Management Agency

D. NTP – Notice To Proceed

E. ROW – Right(s) of Way

F. DMS –Debris Management Site(s)

III. GENERAL

A. The purpose of this Contract is to provide Removal, Hauling, Disposal And Recycling of all Eligible Debris (as defined in Section IV.F.1.), to provide DMS Operations and Management of Eligible Debris generated as a result of natural or manmade disasters within the City of Pompano Beach, to provide Technical Assistance to CITY personnel and Additional Services, if needed, in accordance with the terms and conditions set forth herein.

B. The Contract shall be for a period of fifty-five (55) months, commencing on the date of award and terminating fifty-five (55) months from that date. The contract may be extended for up to five (5) months upon written request of the City. All terms, scope of services, prices and conditions as stated under the original Contract shall remain firm for the period of the contract and any extension period, unless amended in writing by the parties.

C. All executed amendments to this agreement become part of this Contract for the remaining term(s).

D. In the event service is scheduled to end because of the expiration of this contract, the CONTRACTOR shall continue to provide service upon the request of the CITY. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for services at the rate in effect when this extension clause is invoked by the CITY.

E. Until a written notice to proceed (NTP) is issued by the CITY to the CONTRACTOR, no level of disaster recovery work is approved, guaranteed or implied under this Contract.

F. Upon receipt of the written NTP, the CONTRACTOR shall commence mobilization of personnel and equipment.

G. In addition to the NTP, the CITY shall issue a Task Order that shall set forth the specific scope of work and the time period authorized for completion of services to be performed by the CONTRACTOR.

H. In the event that the CITY does not issue a NTP to the CONTRACTOR during the term of this Contract, it is understood by all parties that no guaranteed minimum amount of work is implied to the CONTRACTOR under this Contract.

IV. STATEMENT OF WORK

A. Disaster Debris Removal, Hauling, Disposal and Recycling

1. The CONTRACTOR'S primary responsibilities are:
   a. Removal of Eligible Debris:
      This shall mean the timely collection of eligible debris generated by natural or manmade disasters from public and/or private right(s) of way (ROW) as defined in Section I. R.
   b. Segregation of Eligible Debris:
      This shall mean the separation of eligible debris by the CONTRACTOR at street/road level into six (6) categories: 1) woody vegetative and yard debris, 2) construction and demolition (C & D) debris, 3) white goods, 4) recyclables 5) hazardous and/or toxic waste (hazardous and toxic waste) and 6) any other disaster debris, such as bulky household waste/garbage, that FEMA deems is Eligible Debris.
   c. Hauling Eligible Debris from designated Work Zone as defined in Section I.Z.:
      This shall mean the collection and transportation of Eligible Debris from the authorized and approved work areas to the Debris Management Site(s) (DMS) as defined in Section I.T., and/or the Final Disposition Site(s) as defined in Section I.F.
   d. Final disposal and recycling of Eligible Debris:
      This shall mean the transportation of non-recyclable Eligible Debris from the DMS to a landfill lawfully permitted to accept all non-recyclable debris, including ash from the DMS and approved by CITY. In addition, this shall also mean the transportation of all Eligible Debris considered recyclable to a recycling facility as defined in Section I.Q., broker or end-user approved by the CITY.
   e. Management and Operations in the Work Zones:
      This shall mean the supervision and direction of CONTRACTOR haulers in the assigned Work Zones; maintaining equipment staging area(s); and the responsibility for traffic control in the Work Zones.
   f. Preparation of reports as the CITY may require:
      This shall mean Load Tickets, daily volume/tonnage reports of Eligible Debris removed, equipment/vehicle lists, daily timesheet tickets, finished production reports, crew location reports, final disposal scale tickets, recycling volume/tonnage reports, FEMA forms and any other reports needed by the CITY to track expenses for debris removal operations.
2. The CONTRACTOR'S secondary responsibilities are:
   a. Emergency street clearance of Eligible Debris from public and/or private rights of way (ROW) under the direction of the CITY:
      This shall mean the cutting, tossing and/or pushing of debris from the primary transportation routes as identified and directed by the CITY. These services shall be performed for approximately the first 70 hours of the disaster, or with written authorization by the CITY.
   b. Collection and removal of Eligible Debris from CITY-owned property, canals, waterways or other areas as directed by the CITY:

This shall mean assisting the CITY and/or other Contractor(s) with the collection and hauling of Eligible Debris that has been removed from CITY property, facilities and waterways to the DMS and/or Final Disposition Site(s).

B. Debris Management Site(s) Management and Operations

1. The CONTRACTOR'S primary responsibilities are:
   a. Management and Operation of the DMS:
      This shall mean assisting CITY in the selection of DMS; establishing the DMS layout; the baseline soil and groundwater testing, intermittent testing, if needed, and soil and groundwater testing at the closure of the DMS; preparation, maintenance, supervision and safety of the DMS to accept and process all Eligible Debris in accordance with all local, state and federal rules, standards and regulations; erecting and maintaining roofed inspection tower(s); maintaining the DMS ingress, egress and interior roads for the entire period of DMS operations; the closure and restoration of the DMS to pre-work conditions;
   b. Segregation of all Eligible Debris prior to reduction:
      This shall mean the sorting and separation of Eligible Debris into distinct categories, including but not limited to woody vegetative and yard debris, C & D, white goods, bulky household garbage/waste, recyclables, tires, dead animals and hazardous and/or toxic waste;
   c. Processing and reduction of Eligible Debris:
      This shall mean the reduction of Eligible Debris by such means as chipping, grinding and incineration provided a burn permit has been obtained and approved by the CITY.
   d. Loading of Eligible Debris:
      This shall mean placing stored and/or reduced, Eligible Debris and recyclable materials into CONTRACTOR'S vehicles and initiating a Load Ticket for final disposition.
   e. Disposal of ash, as defined in Section IV.F.2., produced by DMS operations:
      This shall mean the loading of the residue from Eligible Debris that has been incinerated at the DMS for transportation by the CONTRACTOR'S vehicles to a City-approved landfill lawfully permitted to accept the residue material.
   f. Provide reports, as may be required, to the CITY and/or other agencies:
      This shall mean Load Tickets, daily tonnage/volume reports of Eligible Debris accepted at DMS, equipment/vehicle lists, daily timesheet tickets, finished production reports, FEMA reports and any other reports needed by the CITY to track expenses for debris storage and reduction services.
2. The CONTRACTOR'S secondary responsibility is:
   a. Acceptance, processing, reduction and loading of Eligible Debris received from various contractor or municipality haulers:
      This shall mean providing all DMS services to any other County, Municipality or authorized agent approved by the CITY to use these services and/or facilities.
   b. Acceptance and disposal of ash residue from haulers other than City -contracted haulers is **not** permitted:
      This shall mean that ash produced from sources other than the City-approved DMS will not be accepted at the DMS for final disposal.

C. Technical Assistance

1. The CONTRACTOR'S primary responsibility is:
   a. Assistance and guidance, as defined in Section VII., to CITY personnel in the completion of any and all forms necessary to apply for the reimbursement of expenses from state and federal agencies, including but not limited to FEMA.

This shall mean assisting the CITY in the timely preparation, completion and submittal of Preliminary Damage Assessment documentation, Project Worksheet(s), Scope of Work and Cost Estimates, preparation of claim documentation for reimbursement requests, documentation support and consultation and negotiation services.

b. Training for CITY personnel on disaster recovery processes and procedures.

This shall mean providing orientation and training sessions, as defined in Section VII.A.2., including but not limited to key city personnel and Business Unit representatives.

D. Additional Services

1. The CONTRACTOR shall perform the additional services, including but not limited to the services listed below, as defined in Section VII.B.5., upon issuance of a Task Order by the CITY, and the Scope of Work shall be executed by the CONTRACTOR according to the approved terms:
   a. Private Property Demolition and Debris Removal
   b. Marine Debris Removal
   c. Hazardous and/or Toxic Waste Disposal
   d. Dead Animal Carcasses
   e. Fallen Trees
   f. Hazardous Stumps
   g. Fill Dirt
   h. Sand Screening
   i. Freon Removal
2. The CONTRACTOR shall offer the following additional services to the CITY at no additional cost, as defined in Section VII.B.6.:
   a. Training and Assistance
   b. Preliminary Ground level Damage Assessment
   c. Preliminary Aerial level Damage Assessment
   d. Mobilization and Demobilization
   e. Mobile Command Unit
   f. Temporary Storage of Documents
   g. Debris Planning Efforts
   h. Closure and Remediation of DMS
   i. Reporting and Documentation

E. CONTRACTOR'S Guaranteed Response Time

1. A knowledgeable and responsible representative for the CONTRACTOR shall be physically on site and ready to report to the Contract Administrator (CA), as defined in Section I.D., or authorized designee within twenty-four (24) hours after receiving a written NTP from the CITY.
2. The CONTRACTOR shall have available for CITY use (In Compliance with Section VII.B.6.c) a helicopter with pilot within two (2) hours of notification that a disaster may have occurred in the CITY. CONTRACTOR shall be responsible for meeting this time table whether or not a NTP has been issued.
3. The CONTRACTOR'S representative shall have the authority to implement all those actions required to begin the execution of the NTP, including but not limited to the following:
   a. The CONTRACTOR, within three (3) days of receipt of the NTP, shall provide in writing to the CITY multiple, estimated Minimum Level of Service Commitments and/or Plan(s) of Action that shall be included as Attachment A, attached hereto and incorporated herein.
   b. The estimated commitments and action plans shall include but are not limited to the following:

-Mobilization schedules
-Eligible Debris estimates
-Number of calendar days allowable for completion of services
-Resource, equipment and personnel designations and requirements
-Operational plans for debris removal in the designated Work Zones
-DMS Layout(s) and Operational plans
-Method used to record Eligible Debris tonnages/cubic yards
-Minimum processing/reduction rates at the DMS

c. The multiple commitments shall be commensurate with the required minimum level of service for the varying degrees of severity of the disaster event.
d. The determination as to which minimum level of service commitment is implemented shall be the responsibility of the CITY, and the decision shall be based on the actual severity and impact of the disaster event.

4. Once level of service commitments and action plans are approved, the CITY shall issue to the CONTRACTOR a written Task Order to designate specific scope(s) of work, work locations and maximum allowable time period for completion of designated work.

F. Debris Classifications

1. Eligible Debris: Debris that is produced or generated by declared, natural or manmade disasters, is placed at street side by residents and/or commercial establishments or cleared from rights-of-way located within the City of Pompano Beach and falls under six (6) possible classifications: 1) woody vegetative and yard debris, 2) C & D, 3) white goods, 4) recyclables, 5) hazardous and/or toxic waste, and 6) any other disaster-generated debris, such as bulky household waste/garbage, that FEMA deems is Eligible Debris. These debris classifications are not mutually exclusive in that some debris classifications, for example, woody vegetative and yard debris, may be recyclable also.
   a. Woody Vegetative and Yard Debris: Includes but is not limited to damaged and fallen trees, partially broken and severed tree limbs, hazardous tree stumps, palm fronds, bushes and shrubs.
   b. Construction and Demolition Debris (C & D): Includes but is not limited to non-hazardous debris resulting from the destruction of a structure such as window glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber.
   c. White Goods: Includes but is not limited to household appliances, such as ranges, washers, water heaters and other domestic or commercial-size appliances.
   d. Bulky Household Waste/Garbage: Includes but is not limited to damaged furniture, mattresses, clothing, carpeting and household linens, or any other disaster-generated debris that FEMA deems eligible in the interests of safety, health and/or welfare.
   e. Recyclables: Includes but is not limited to materials or products that can be recovered from the Eligible Debris to be used for raw material in producing a new product, such as paper, plastics, glass, aluminum, ferrous metals, wood, uncontaminated soil and tires. These materials shall be transported to a recycling facility, a broker or an end user.
   f. Hazardous and/or Toxic Waste: Includes but is not limited to debris, such as petroleum products, paint products, gas containers, electrical transformers and known or suspected hazardous materials, such as asbestos, lead-based paint, or other chemicals or toxic matter.
2. Ash: Ash is the residue produced by incineration of the burnable, Eligible Debris.
3. Ineligible Debris. Debris-not generated by the declared, natural or manmade disaster and thus, outside the scope of this Contract.

G. Conduct of Operations

1. The CONTRACTOR shall provide all labor, personnel, tools, equipment, transportation, supervision and all other services and/or facilities (including temporary power generation,

communication equipment and base camps/housing for CONTRACTOR'S staff) necessary to accomplish the Statement of Work and Scope(s) of Service as described herein.

2. The CONTRATOR shall provide Disaster Debris Recovery Services in a good, workmanlike manner demonstrating the level of expertise of the profession.
3. The CONTRACTOR shall comply with all federal, state and local safety and health requirements.
4. The CONTRACTOR shall guarantee that the CONTRACTOR and/or subcontractors contracted to perform Disaster Recovery Services are not currently on (or pending investigation) the FEMA List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
5. The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, county and CITY governments or agencies, or of any public utilities.
6. The CONTRACTOR'S employees or subcontractors shall not exhibit any pattern of repeated discourteous behavior or behavior that is or could be interpreted as sexual harassment, or harassment of any kind to the public, city staff or other contractors.
7. The CONTRACTOR shall conduct operations in such a manner as to minimize damage to existing City and private property and improvements and to the public and private infrastructure.
8. The CONTRACTOR shall be responsible for property damage and personal injury to the extent caused by its negligent acts or omissions or willful misconduct, during the course of performance under this Contract. Such damage or injury must be properly substantiated, documented and reported to the CA or an authorized designee.
9. The CONTRACTOR shall not make any attempt to charge any resident, business or institution for work performed under this Contract nor shall the CONTRACTOR or anyone employed or subcontracted by the CONTRACTOR accept any additional monies from any resident, business or institution for work performed under this Contract.
10. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated Work Zone during the period of this Contract.
11. Under no circumstances shall the CONTRACTOR mix Eligible Debris hauled for the CITY under this Contract with Eligible Debris hauled for other Counties or Municipalities.

H. Work Hours

1. The CONTRACTOR shall conduct those debris removal and reduction operations generating noise levels above that normally associated with routine traffic flow from dawn until dusk, unless otherwise directed by the CA.
2. Work may be performed seven (7) days per week, including holidays and as approved by CITY.
3. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the CITY and the CONTRACTOR.

V. DISASTER DEBRIS REMOVAL, HAULING, DISPOSAL AND RECYCLING

A. Scope of Service

1. The CONTRACTOR shall assist the CA, or authorized designee, in determining Work Zones within the City of Pompano Beach in order to facilitate crew tasking and to provide coordination with the CITY Work Zone Supervisor, as defined in Section I.BB., property owners and the public relative to the timing of passes.
2. The CONTRACTOR shall provide debris removal services from the Work Zone(s) designated on Attachment B, to be created within seven calendar days of execution of the contract, attached hereto and incorporated herein, which shows the Work Zone List, including Descriptions and Maps.

3. The CONTRACTOR, with approval from the CA, shall establish and schedule collection routes and shall be responsible for coordinating deliveries with the designated DMS staff, disposal facilities staff and recycling facilities staff.
4. The CONTRACTOR shall collect the Eligible Debris from public and/or private ROW within the City of Pompano Beach and transport it to the DMS approved by the CA.
5. The collection, hauling or disposal of Ineligible Debris, as defined in Section IV.F.3. is not within the scope of this Contract.
6. If, however, the Ineligible Debris poses a threat to the health, welfare or safety of the community-at-large, the CITY may direct the CONTRACTOR, in writing, to handle, haul or dispose of Ineligible Debris. The CITY shall authorize such services and pay the CONTRACTOR for these services performed.
7. The CONTRACTOR is responsible for hauling the Eligible Debris from the DMS to a previously approved landfill that is permitted to accept non-recyclable debris. Recyclable materials shall be hauled to an approved recycling facility, broker or end user for further processing and/or marketing.
8. The CONTRACTOR shall make at least two (2) passes, as defined by Section V.F., through the designated Work Zones, or more, as required by the CA.
9. The CONTRACTOR shall not move from one designated Work Zone to another Work Zone without prior approval from the CA.
10. Separation or segregation of Eligible Debris at street level shall be performed by the CONTRACTOR as directed by the CA. Debris at the DMS shall be grouped into six (6) categories, as noted in Section IV.A.b. All materials in these categories shall be collected, including hazardous and toxic waste.
11. The CONTRACTOR shall keep Eligible Debris sorted at street level and shall haul segregated debris so debris categories are not combined or mixed together while being transported.
12. All work performed by the CONTRACTOR shall be done in conformity with all applicable federal, state and local requirements, regulations, and ordinances governing personnel, equipment and work place safety.
13. The CONTRACTOR shall operate in accordance with all Florida Department of Transportation standards including all pertinent traffic control techniques and procedures, as well as transportation of debris over roadways.
14. The CONTRACTOR shall be responsible for the control of pedestrian and vehicular traffic in the Work Zone. The CONTRACTOR'S traffic control personnel and equipment shall be in addition to the personnel and equipment necessary to perform all other work described in this Scope of Service.
15. The CONTRACTOR shall operate all trucks, trailers and all other equipment in compliance with all applicable federal, state and local rules and regulations.
16. All trucks/equipment shall be permanently numbered and shall be inspected by the CA, or an authorized designee, prior to their use by the CONTRACTOR. All equipment shall be in good working condition. The CITY reserves the right to deny the use of equipment not deemed to be in good working order.
17. The CONTRACTOR shall provide a serialized, four-part or electronic Load Ticket, as defined in Section V.I. The Load Ticket shall be initiated at the loading site in the Work Zone by the CITY'S Work Zone Monitor, as defined in Section I.AA. The final disposition Load Ticket shall be initiated at the DMS by the CITY'S DMS Tower Inspector, as defined in Section I.U.
18. The equipment staging area(s) for the CONTRACTOR'S use shall be established in cooperation with the CA, and it is the CONTRACTOR'S responsibility at the equipment staging area(s) to monitor fueling and equipment repairs to prevent and mitigate spills, including but not limited to, petroleum products, hydraulic fluids and synthetic oils or lubricants. No major equipment repairs are to be performed at the staging area.

19. The CONTRACTOR shall also set up plastic liners, when necessary, under stationary equipment such as generators and mobile lighting equipment. If a spill occurs, it shall be the responsibility of the CONTRACTOR to notify the CA and to clean up the spill immediately at the CONTRACTOR'S own cost.
20. The CONTRACTOR shall provide the CA with daily reports and electronic spreadsheets that disclose the cubic yards/tonnage removed from the assigned Work Zone for the current day, as well as cumulative totals and other reports or information the CITY deems necessary, including reports described in Section IV.A.e., to detail the progress of debris removal, disposal and recycling.
21. The CONTRACTOR'S supervisory personnel shall communicate with the CA daily to determine progress of debris removal work, including but not limited to the locations of CONTRACTOR crews, status of cleanup efforts in assigned Work Zones and any property damages arising out of or relating to the work performed by the CONTRACTOR.
22. The CONTRACTOR shall comply with all applicable FEMA guidelines when performing disaster debris recovery services.
23. The CITY reserves the right to inspect the Work Zone(s), verify quantities of debris and review operations and equipment at any time.
24. The CITY may initiate additions, deletions or other modifications to the Scope of Service by written change order.

B. Performance Schedule

1. The CONTRACTOR shall commence mobilization under this Contract only upon receiving a written NTP from the CITY.
2. In conjunction with the NTP, the CITY shall issue a written Task Order which shall designate the Work Zone and the maximum allowable time to complete the scope(s) of service, as mutually agreed by the CITY and the CONTRACTOR.
3. Upon receipt of the Task Order, the CONTRACTOR shall begin debris removal operations within the authorized Work Zones in accordance with the approved action plans.
4. The CONTRACTOR shall submit daily progress reports the CA, indicating the status of current operations, projection reports for Eligible Debris removal within the designated Work Zone and any other reports that may be required by the CA as defined in Section VII.C.

C. Certification of Load Carrying Capacity

1. Prior to commencing debris removal operations, the CONTRACTOR shall present to the CA, or authorized representative, all trucks, trailers and other equipment that will be used for transporting debris for the purposes of determining hauling capacity in cubic yards.
    a. The measured volume of each piece of equipment shall be calculated from the actual physical, inside measurement performed by the CONTRACTOR and an authorized representative of the CITY. Maximum volumes may be rounded up to the nearest cubic yard, if the incremental measurement is 0.5 cubic yards or more. If less than 0.5 cubic yards, the maximum volume will be rounded down to the nearest cubic yard.
    b. Truck measurements and volume capacity, including any volume adjustments, deductions or comments, shall be dated and recorded on the Truck and Trailer Volume Measurement form(s).
    c. The CONTRACTOR and CITY representative shall sign and date the Truck and Trailer Measurement form certifying the actual physical, inside dimension measurement and volume capacity of each piece of equipment presented.
    d. The purpose of this measurement shall be for daily production reporting purposes, when actual weight measurements are not possible.
2. The CONTRACTOR shall submit to the CITY within 30 days of execution of the NTP, a Vehicle and Equipment List, which will be attached hereto and incorporated herein as Attachment C, that indicates the name of the CONTRACTOR, the name of the subcontractor,

if any, type of vehicle and/or equipment, make and model, license plate number, CONTRACTOR'S assigned vehicle/ equipment number, tare weights, measured maximum volume in cubic yards and any other information required by the CA for the purpose of monitoring and inspecting performance.

3. The name of the CONTRACTOR, the hauling capacity, in cubic yards, as well as the assigned identification number, shall be recorded and marked on each vehicle and/or trailer with permanent markings. In addition, each CONTRACTOR truck shall prominently display a sign stating that it is a "City of Pompano Beach Storm Debris Removal" vehicle.

D. Equipment

1. All loading equipment shall be operated from the ROW using buckets, boom and grapple devices and/or hydraulic or mechanical lift systems to collect and load debris. The CONTRACTOR, without exception, shall not be permitted to hand load trucks/trailers unless prior, written authorization is given by the CITY. No equipment shall be allowed behind the curb or outside of the defined roadway/shoulder unless directed by the CITY.
2. The CONTRACTOR is responsible for determining and complying with applicable requirements for securing loads while in transit. At a minimum, the CONTRACTOR shall assure that all loads are transported without threat of harm to the general public, private property and/or public infrastructure.
3. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be measured and marked for its load capacity, and be equipped with a tarp or load cover and a solid tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity (which means the tailgate must be the same height as the sideboards on the truck).
4. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The CA or authorized representative must approve all requests for extensions to the bed, and any such extensions shall not be removed without prior CITY approval.
5. Any adjustments made to the truck configuration, after the truck has been measured and the cubic yard capacity has been recorded, must be reported to the CA immediately. With CITY approval, the truck shall be re-measured, another Truck and Trailer Volume Measurement form must be dated and completed, the truck signage must be changed and field personnel must be notified of the change to the cubic yard capacity.
6. Equipment used under this Contract shall be rubber-tired and sized properly to fit loading conditions. Excessive sized equipment (60 cubic yards or larger) and non-rubber-tired equipment must be approved by the CA.
7. Trucks/equipment shall be inspected and approved by CA or authorized representative prior to its use by the CONTRACTOR.
8. Trucks or equipment that is designated for use under this Contract shall not be used for any other work during the working hours of this Contract.
9. In anticipation of certain "hot spots," as defined in Section I.I. and the need to quickly respond to certain calls or areas, the CONTRACTOR shall make two "Helping Truck" crews available each day. These trucks can be quickly dispatched to accommodate residents in immediate need. In addition, these trucks will provide a visible form of "advertising" in neighborhoods showing residents that the debris removal process is progressing and their needs are being met.

E. Ownership and Disposal of Debris

1. Upon collection from public and/or private ROW all debris, including the ash residue from the DMS, shall become the property of the CONTRACTOR.
2. The CONTRACTOR shall be responsible for either the lawful disposal or recycling of all debris collected and/or transported, including hazardous and toxic waste.

3. The CONTRACTOR shall use only City-approved disposal sites or recycling facilities unless prior written consent is obtained from the CITY.
4. Any revenue earned for recyclable materials recovered from the Eligible Debris shall be credited to the CITY to be applied against invoices received from the CONTRACTOR.

F. Scheduled Passes

1. The number and schedule of passes, as defined in Section I.O., shall be coordinated by the CA with sufficient time between each subsequent pass to accommodate reasonable preparation time needed by residents and/or City agencies.
2. The CONTRACTOR, as directed by the CA, shall make multiple, scheduled passes of each Work Zone impacted by the disaster, commensurate with the magnitude of the natural or manmade disaster.
3. The CONTRACTOR shall assign work crews and equipment so that the debris removal process will progress in a systematic and predictable manner.
4. At all times, the CONTRACTOR shall know the names and current location of all subcontractors and the location of all equipment under their direct supervision.
5. Residents may be advised of the number and schedule of passes through Public Service Announcements (PSA) initiated by the CITY, and the PSA shall advise residents to separate and place all Eligible Debris at the curbside of the ROW.

G. Traffic Control

1. The CONTRACTOR shall mitigate impact on local traffic whenever possible.
2. The CONTRACTOR shall be responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices.
3. The CONTRACTOR shall provide all flag persons, proper signs, equipment, safety vests and other necessary devices and shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all Work Zones. At a minimum, one flag person shall be posted at each end of each active loading site within the designated Work Zone.

H. Use of Debris Management Site(s)

1. The CONTRACTOR shall use only DMS sites pre-designated by CITY and CONTRACTOR unless otherwise approved by the CA.
2. The DMS Supervisor, as defined in Section I.V., shall direct all dumping and loading operations effectively and efficiently so that the debris removal and disposal process will progress in a systematic and predictable manner.
3. The CONTRACTOR shall be responsible for hauling <u>all</u> Eligible Debris, including but not limited to recyclables, reduced debris, ash residue from the DMS incinerators and any other disaster-generated debris located at the drop-off sites that may be established for the residents by the CITY.
4. The DMS operators shall be responsible for loading all vehicles at the DMS for final disposition of debris, and the CONTRACTOR shall provide vehicles as needed under the direction of the DMS Supervisor to ensure there is no significant accumulation of debris at the DMS.
5. The CITY makes no representations regarding the turn-around time at the DMS; however, the CONTRACTOR shall inform the CA if any problem arises regarding inability of trucks/vehicles to load and/or unload in a timely manner.

I. Load Tickets

1. Serialized, four-part Load Tickets or electronic version, shown within Attachment A, attached hereto and incorporated herein, shall be used for recording cubic yards/tons of Eligible Debris removed from Work Zones and for recording cubic yards/tons of debris removed from the DMS for final disposition at an approved landfill or recycling facility.

2. All tickets shall be distributed in numerical order and the numbering system shall be unique to the City of Pompano Beach. Numbers shall be recorded on a Load Ticket Log, attached hereto and incorporated herein within Attachment A, by the CA or authorized designee. No Load Tickets shall be unaccounted for. If a Load Ticket is voided for any reason, at least one copy of the ticket must be retained by both the CONTRACTOR and the CITY for accounting purposes.
3. Each Load Ticket shall contain the following information:
   -Preprinted ticket number
   -Assigned vehicle/equipment number
   -VIN number (if, requested)
   -Vehicle/equipment driver's name
   -Contract number
   -CONTRACTOR name
   -Date
   -Loading time
   -Dumping time
   -Maximum capacity in cubic yards
   -Load size, either in tons or cubic yards
   -Debris classification
   -Assigned Work Zone
   -Dumpsite location (DMS/final disposition site)
   -Work zone monitor's signature
   -Dumping site supervisor's signature (DMS/final disposition site)
4. The Load Tickets for debris hauling shall be completed upon arrival at the DMS and a new ticket initiated upon the departure of debris hauling trucks at the inspection tower(s) located at the entry/exit point for each DMS, to be completed at the final disposition site.
5. Initial Load Ticket. The original Load Ticket shall be initiated by the Work Zone Monitor and used to record CONTRACTOR'S load information of Eligible Debris hauled to the DMS for storage and reduction.
   a. The Work Zone Monitor, or an authorized CITY representative, shall prepare the initial Load Ticket at the designated Work Zone(s), providing all pertinent information, including departure time, and sign the Load Ticket indicating that all info contained on the form is correct.
   b. The Work Zone Monitor shall give all copies of the initial Load Ticket to the CONTRACTOR'S hauler/driver prior to departure from the Work Zone.
   c. Upon arrival at the DMS:
      i. The CONTRACTOR'S hauler/driver shall give all copies of the initial Load Ticket to the CITY DMS Tower Inspector, as defined in Section I.U.
      ii. The DMS Tower Inspector, or an authorized CITY representative, shall visually inspect each load hauled to the DMS to verify that the contents are in accordance with the definition of Eligible Debris.
      iii. The DMS Tower Inspector shall note on the Load Ticket the arrival time of the CONTRACTOR'S truck/trailer.
      iv. The DMS Tower Inspector and an authorized CONTRACTOR representative shall visually verify the load volume (in cubic yards) or weight (in tons, when a scale is available) recorded on the Load Ticket and any other information, including but not limited to the truck number, truck capacity and Work Zone location, as directed by the CITY.
      v. The DMS Tower Inspector and the CONTRACTOR'S representative shall sign and date the Load Ticket to indicate acceptance of the load and the information recorded on it.

vi. The DMS Tower Inspector shall retain one copy of the Load Ticket for the CITY'S records, give one copy to the hauler/driver and give the remaining copies to the CONTRACTOR'S representative for the CONTRACTOR'S records.

6. Final Disposition Load Ticket. The DMS Tower Inspector shall issue a new Load Ticket for the final disposition of Eligible Debris or recyclables for loads that originate at the DMS.
   a. The DMS Tower Inspector, or authorized representative, shall initiate a Load Ticket for final disposition of disaster debris, residue or recyclables at the DMS.
   b. The DMS Tower Inspector and the CONTRACTOR'S representative shall sign the Load Ticket indicating that all information provided is accurate.
   c. The DMS Tower Inspector shall retain one copy of the Load Ticket for the CITY'S records. One copy shall be provided to the CONTRACTOR'S representative in the tower and two copies shall be given to the hauler prior to departure from the DMS.
7. Upon arrival at the Final Disposition Site or recycling facility, the CONTRACTOR'S hauler shall give the two copies to the Disposal/Recycling Site Supervisor.
   a. The Disposal/Recycling Site Supervisor shall visually validate the load volume/weight and note the dump time on the final disposition Load Ticket, retain one copy of the Load Ticket and give the remaining copy to the CONTRACTOR'S hauler.
   b. The CONTRACTOR shall submit one copy of the Load Ticket and corresponding Disposal/Recycling Site scale ticket to the CITY with the daily disposal report and retain one copy for the CONTRACTOR'S files.
   c. In addition to the above, when recyclable, Eligible Debris is taken to a recycling facility, broker or end-user, the CONTRACTOR shall include the name and address of the recycling facility, broker or end-user, the amount and type of recyclable materials delivered and the final use or product produced from the recyclable material, if known, in the daily report to the CITY.
8. The CONTRACTOR shall summarize the information from the Load Tickets of the previous day and submit an electronic Load Ticket Spreadsheet, attached hereto and incorporated herein within Attachment A, to the CITY on daily basis.

J. Measurement

1. Eligible Debris collected and hauled by the CONTRACTOR shall be measured by the cubic yard as predetermined through truck bed measurement, or by the ton as weighed (if a scale is available) when entering the DMS or final disposition site(s).
2. The CITY DMS Tower Inspector, or an authorized representative, shall inspect each load hauled by the CONTRACTOR to verify the load size (whether cubic yards or tons) recorded on the Load Ticket.
3. If the DMS Tower Inspector determines by visual inspection that the load volume (measured in cubic yards), is different than that recorded on the Load Ticket, the load volume shall be adjusted at the DMS by the DMS Tower Inspector and shall be recorded on the Load Ticket as the official documentation for the load size. Load Tickets validated by the DMS Tower Inspector shall document the measurement.
4. If the CITY DMS Tower Inspector and the CONTRACTOR representative disagree on the cubic yard volume of the truck load of Eligible Debris, the DMS Tower Inspector shall take photos of the load, document that the Load Ticket is incomplete and notify the CA that a final determination of the load size in cubic yards is needed. The CA shall review the photos taken and make the final determination of the load size in cubic yards.

VI. DEBRIS MANAGEMENT SITE(S) MANAGEMENT AND OPERATIONS

A. Scope of Service

1. The CONTRACTOR shall assist the CA, or authorized designee, in determining the selection of DMS within the City of Pompano Beach and shall provide DMS management and operational services at the approved DMS. The DMS List, Descriptions and Maps will be

completed within thirty (30) days of execution of this contract, designated as Attachment D, attached hereto and incorporated herein.

2. Upon approval of DMS selections by the CA, the CONTRACTOR shall submit a Site Layout Plan and Operations Plan to the CA for review.
3. At a minimum, the Site Layout Plan and Operations Plan shall address the following:
   a. A list of DMS, including the site location, physical description of site, acreage available for use and a site map
   b. Site management, including but not limited to point-of-contact and organizational chart
   c. Accessibility to site
   d. Traffic control procedures and on-site traffic patterns to avoid delays in moving debris
   e. Measures taken to prevent any significant accumulation of debris at DMS. (Debris shall be constantly flowing to incinerators, grinders, and/or chippers, and the residue and materials that are not recyclable shall be hauled to the landfill and recyclables shall be hauled to recycling facilities, brokers or end-users.)
   f. Site safety
   g. hazardous and toxic waste materials plan
   h. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic routes, buffer zones, storm water runoff, archeology, historic preservation, wetlands, endangered species, as appropriate
   i. Remediation and restoration
4. The CITY may request that additional DMS be opened, if the need arises, and the CONTRACTOR shall have three (3) days following notification of new DMS to prepare a Site Operations Plan.
5. The CONTRACTOR shall provide all management, supervision, labor, machines, vehicles, tools and equipment necessary to accept, process, reduce and incinerate Eligible Debris and to load CONTRACTOR vehicles hauling debris to the Final Disposition Site or recyclables to the Recycling Facility.
6. The CONTRACTOR shall provide all other services and/or facilities of any nature necessary (including temporary power generation and base camps/housing for CONTRACTOR'S staff) to accomplish the Statement of Work and Scope of Service as described herein.
7. The CONTRACTOR shall manage and supervise the DMS to accept Eligible Debris collected under this Contract and other contracts or agreements approved by the CITY.
8. The CONTRACTOR shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, security and safety measures.
9. The CONTRACTOR shall set up plastic liners under stationary equipment such as generators and mobile lighting plants unless otherwise directed by the CA.
10. The CONTRACTOR shall direct traffic entering and leaving the DMS and shall supervise all dumping and loading operations at the DMS.
11. The CONTRACTOR shall be responsible for the sorting, separating and stockpiling of Eligible Debris at the DMS and shall ensure that the Eligible Debris remains segregated at the DMS.
12. DMS Supervisor shall ensure that all Eligible Debris is deposited in areas designated for that type of debris and, if needed, shall determine the appropriate dumpsite for any mixed loads of debris.
13. The CONTRACTOR shall be responsible for erecting an inspection tower at each DMS for the purpose of allowing CITY personnel to visually inspect and properly document loads arriving at the DMS. The tower shall accommodate four (4) employees, be constructed of materials acceptable to CITY, have a roof to facilitate the observation and quantification of debris hauled to the DMS (even in inclement weather conditions) and be constructed so that the safety of employees is guaranteed.

14. After obtaining prior approval from the CITY, the CONTRACTOR shall utilize tub grinders, chippers, shredders, air curtain incinerators and any other equipment necessary to reduce the volume of Eligible Debris.
15. Before white goods received at the DMS that contain Freon are hauled to the Final Disposition Site, the CONTRACTOR shall remove and dispose/recycle all the Freon in accordance with applicable regulatory requirements. The CONTRACTOR shall be responsible for and shall provide all manpower and equipment necessary to load CONTRACTOR'S vehicles at the DMS for final disposition of reduced debris and/or recyclable materials.
16. The CONTRACTOR shall establish lined temporary storage areas for ash, any hazardous and toxic waste, fuels and other materials that may contaminate soils, runoff or groundwater at the DMS.
17. The CONTRACTOR shall be responsible for the removal of hazardous and toxic waste from the DMS, including loading of hazardous and toxic waste at the site and properly disposing of the hazardous and toxic waste.
18. Upon completion of the debris reduction process, the CONTRACTOR shall clear the DMS of all debris, including hazardous and toxic waste, and restore the site to its previous condition and use to the satisfaction of the CA. Restoration will take place within thirty (30) days after the conclusion of the CONTRACTOR'S activities.
19. The CONTRACTOR shall comply with local, state and federal safety and health requirements.

B. Performance Schedule

1. The CONTRACTOR shall commence work under this Contract only upon receiving a written NTP from the CITY and shall continue until the CITY determines the work is complete.
2. In conjunction with the NTP, the CITY shall issue a written Task Order which shall designate the DMS and the maximum allowable time to complete the scope of service, as mutually agreed by the CITY and the CONTRACTOR upon the assessment of the amount of debris produced.
3. The CONTRACTOR is required to process and reduce Eligible Debris at a specified hourly processing rate. The required minimum reduction/disposal rate shall be achieved no later than the third calendar day after receipt of a written Task Order. This minimum production rate shall be increased in the event the CITY exercises the option for additional reduction capacity, either by supplying additional equipment or opening another DMS. This rate shall be determined, in part, by the severity of the disaster and the amount of debris produced and shall be equitably negotiated by the CITY and the CONTRACTOR.
4. All site remediation work, including site restoration prior to close-out, shall be completed within thirty (30) calendar days after receiving written notice from the CA that the last load of debris has been delivered, unless the CITY initiates additions or deletions to the Contract by written change order(s). Subsequent changes in completion time shall be equitably negotiated by both parties pursuant to applicable state and federal law.

C. DMS Considerations

1. The CONTRACTOR shall perform all testing of soil and groundwater at the site(s) pre-selected for use as DMS at the time when site preparation begins. The test results shall serve as a baseline for soil and groundwater conditions at the DMS. Certified copies of the test results shall be provided to the CA before site operations begin.
2. The CONTRACTOR shall also conduct continuous groundwater sampling once operations commence, including samples taken from hazardous and toxic waste, ash and fuel storage areas.

3. The CONTRACTOR shall perform soil and groundwater testing during the closure of the DMS which shall serve as a comparison to the baseline testing to determine whether soil or groundwater contamination has occurred.
4. The CONTRACTOR shall be responsible for preparing the DMS to accept the debris, including but not limited to:
   a. Clearing, erosion control, grading, construction and maintenance of haul roads and entrances
   b. Providing utility clearances and sanitation facilities, if needed
   c. Protecting existing structures at the sites
   d. Repairing any damage caused by DMS operations at no additional cost to the CITY
5. The CONTRACTOR shall be responsible for installing site security measures and maintaining security for site operations at the DMS.
6. The CONTRACTOR shall manage the site to minimize the risk of fire, including but not limited to locating fire extinguishers throughout each DMS as required by OSHA regulations and employing personnel trained in incipient fire suppression operations and safety procedures, such as operation of fire extinguishers and water trucks.
7. The CONTRACTOR shall be responsible for the storage, removal and containment of ash from all burning operations. At the end of each burning cycle, the ash residue from the air curtain incinerator shall be removed from the burning area and placed in a pre-identified ash disposal area. The containment area shall be "wetted down" periodically to prevent particles from becoming airborne.
8. The CONTRACTOR shall erect an inspection tower with a roof to facilitate observation and quantification of debris hauled to DMS. Tower construction method and material shall be approved by CITY prior to construction.
9. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the DMS.
10. The CONTRACTOR shall provide all flag persons, proper signs, equipment and other devices necessary to meet federal, state and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this Contract. At a minimum, one flag person shall be posted at each entrance to direct traffic to the site unless otherwise approved by CITY.

D. DMS Closure Requirements

1. The CONTRACTOR shall be responsible for the closure of the DMS within thirty (30) calendar days of receiving the last load of disaster-generated debris.
2. The site closure shall include removal of equipment, debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.), final groundwater and soil testing, grading the site and restoring the site to pre-work conditions.
3. The site shall be restored in accordance with all federal, state and local requirements.
4. The CONTRACTOR shall receive approval from the CA as to the final acceptance of a site closure.

E. Equipment

1. The CONTRACTOR shall provide all equipment necessary to prepare the site, accept Eligible Debris, stockpile the debris, feed the chippers, grinders and air curtain incinerator(s), remove ash from the incinerator(s), load all ash residue for disposal load all DMS debris and any other necessary equipment for final disposition.
2. Prior to the commencement of Eligible Debris storage and reduction operations at the DMS, the CONTRACTOR shall submit to the CITY a Vehicle and Equipment List, attached hereto and incorporated herein as Attachment C, that indicates the name of the CONTRACTOR, the name of the subcontractor, if any, type of vehicle and/or equipment to be used for debris

handling, sorting, processing, incinerating and loading, including manufacturer's name, model and horsepower (including all air curtain incinerators), license plate number and any other information required by the CA for the purpose of monitoring and inspecting performance.

3. All equipment must be in compliance with applicable federal, state and local rules and regulations.
4. All equipment and operator qualifications shall meet the requirements of federal, state and local safety and health requirements.
5. Equipment which is designated for use under this Contract shall not be used for any other work during the working hours of this Contract.
6. Reduction of Eligible Debris may be accomplished by chipping and grinding, provided the processing rate defined in Section VI.B.2. can be maintained. (Section VI.F. specifies requirements for chipping and grinding procedures.)
7. If approved by the CITY, the reduction of burnable Eligible Debris shall be accomplished by portable air curtain incinerators, pursuant to Section VI.F-incinerators herein.

F. Chipping and Grinding

1. The CONTRACTOR shall use chipping/grinding as a method of woody debris reduction. Because the volume reduction achieved by chipping/grinding may not be as great as the volume reduction achieved by incineration, incineration is the preferred method for debris reduction.
2. The average chip size produced shall be dependent on the needs of the end user, but typically should not exceed 4 inches in length and ½ inch in diameter.
3. Contaminants are all materials other than wood products. Contaminants must be held to 10% or less for the chips or mulch to be acceptable. Plastics shall be eliminated completely. To help eliminate contaminants, root rake loaders should be used to feed or crowd material to the chipper/grinder. Bucket loaders are not to be used. The use of manual laborers shall be utilized to pull out contaminants prior to feeding the chipper/grinders. Shaker screens shall be used when processing stumps with root balls or when large amounts of soil are present in the vegetative, woody debris.
4. Chips/mulch should be stored in piles no higher than 15 feet and shall meet all federal, state and local laws.

G. Portable Air Curtain Incinerators

1. There shall be a minimum distance of 100 feet between the portable incinerator and the nearest debris piles and a minimum distance of 1,000 feet between the portable incinerator and the nearest building.
2. The CONTRACTOR must ensure that the public and workers are kept a safe distance from the incinerator.
3. The burn shall be extinguished at least two (2) hours before removal of the ash.
4. No hazardous or contained-ignitable material is to be dumped into the incinerator.
5. The CONTRACTOR shall ensure that the public and employees are protected from the burn operation by the use of signs, fences and other protective measures.
6. Emissions shall meet state and federal standards for burning operations.
7. The CONTRACTOR shall be responsible for dust control while handling ash materials.
8. Water trucks shall be provided by the CONTRACTOR and stationed at each DMS and shall be used to reduce the threat of fire from all types of debris, to dampen areas, including temporary roadways, to suppress dust from vehicles/equipment entering and leaving the DMS and to aid in suppressing fires.

H. Hazardous And/Or Toxic Waste (hazardous and toxic waste) Issues

1. The CONTRACTOR shall be required to construct a containment area at the DMS for hazardous and toxic waste that has been received at the DMS. This containment area shall consist of an earthen berm with a non-permeable soil liner. The hazardous and toxic waste containment area must be covered at all times with a non-permeable cover.
2. The CONTRACTOR shall immediately report the presence of any hazardous and toxic waste at the DMS to the CA, or authorized designee. Hazardous and toxic waste shall be segregated from the remaining debris using a method that will allow the remaining non-hazardous and toxic waste debris to be processed. All hazardous and toxic waste debris shall be moved and placed in the designated hazardous and toxic waste containment area.
3. The CONTRACTOR shall abate all hazardous and toxic waste in accordance with all applicable federal, state and local laws, standards and regulations to include but not limited to 29 CFR 1910.120, 40 CFR 311 and 49 CFR 100-199.
4. Hazardous and toxic waste abatement shall be accomplished in accordance with the CONTRACTOR'S *hazardous and toxic waste Debris Management Plan* and *Environmental Protection Plan*, which shall become part of this Contract. The plan includes but is not limited to:
   a. Establishing and implementing proper handling procedures for hazardous and toxic waste, including household hazardous waste, which after a disaster may become concentrated and no longer be considered *de minimus*.
   b. Segregation and removal of hazardous and toxic waste from the debris stream prior to the recovery of other debris and sorting and additional recovery of hazardous and toxic waste within each DMS.
5. All recovered hazardous and toxic waste shall be removed to a proper disposal site or temporarily stored in the hazardous and toxic waste disposal areas constructed within each DMS.
6. Hazardous and toxic waste shall be collected and removed from the DMS by the CONTRACTOR'S Hazardous and/or Toxic Waste Recovery and Disposal personnel.

I. CONTRACTOR hazardous and toxic waste Spills

1. The CONTRACTOR shall be responsible for reporting hazardous and toxic waste spills to the CA and cleaning up all hazardous and toxic waste spills caused by the CONTRACTOR'S operations at no additional cost to the CITY.
2. Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state and local laws and regulations.
3. Spills, at the DMS or off site, that meet the federal reporting requirements must be reported on the Standard Spill Report to the National Response Center (as defined in Section I.M.) and to the CA immediately following discovery.
4. A written follow-up report shall be submitted to the CA not later than seven (7) days after the initial oral report. The written spill report shall be in narrative form and at a minimum shall include the following:
   a. Description of material spilled (including identity, quantity, manifest number)
   b. Determination as to whether or not the amount spilled is EPA/State reportable
   c. Exact time and location of spill, including description of the area involved
   d. When and to whom it was reported
   e. Affected stream or waters
   f. Cause of incident
   g. Equipment and personnel involved
   h. Injuries or property damage
   i. Duration of discharge

j. Containment procedures initiated
k. Summary of all communications the CONTRACTOR has had with press, agencies, or Government officials other than CA
l. Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue

J. Load Ticket
See Section V.I. herein.

K. Measurement
See Section V.J. herein.

VII. ADDITIONAL ASSISTANCE

A. Technical Disaster Recovery Assistance

1. Grant Administration
   a. The CITY'S appointed Grant Coordinator (as defined in Section I.G.), or an authorized designee, shall manage and direct grant project application(s), documentation and the reimbursement/close-out process.
   b. The Grant Coordinator, or an authorized representative, shall be the contact person for the CONTRACTOR in matters regarding FEMA public assistant grants and shall act as liaison between FEMA and the CITY.
   c. The Grant Coordinator, or an authorized representative, shall issue a written NTP to the CONTRACTOR for Technical Services to be provided during the term of this Contract. No level of technical assistance work shall commence until a written NTP is received by the CONTRACTOR from the Grant Coordinator.
2. FEMA Training Sessions
   a. The CONTRACTOR shall conduct annual orientation and training sessions for CITY key personnel in areas, including but not limited to, Request(s) for Public Assistance and preparation of grant project application(s), criteria for eligible work and eligible costs and FEMA requirements for quality and quantity of required documentation to support requests for reimbursement.
   b. The CONTRACTOR shall conduct the training sessions for CITY personnel in all categories of emergency work (Categories A – G, as defined in FEMA 322), including but not limited to the following:
      i. One day training session for specific administrative personnel
      ii. One day training session for operational representatives
3. Preliminary Damage Assessment (PDA)
   a. Upon request from the CITY before a formal NTP is issued by the CITY to the CONTRACTOR, the CONTRACTOR shall provide a qualified, authorized representative to accompany the federal, state and/or local preliminary damage assessment team responsible for determining the impact and magnitude of the disaster event before federal assistance is requested.
   b. The CONTRACTOR shall assist CITY personnel in identifying damaged facilities, quantifying types of damaged areas, distinguishing between previous damage and disaster-generated damage, and documenting eligible costs, describing the estimated, physical and financial impact of the disaster.
4. The CONTRACTOR shall assist CITY personnel in developing a plan of action for the formulation of the Project Worksheet, developing and documenting a proper Scope of Work and estimating costs necessary to repair the damage and/or replace facilities for all categories of emergency work (Categories A – G, as defined in FEMA 322).

a. The CONTRACTOR shall provide a qualified, authorized representative to accompany the federal, state and CITY inspection team(s) responsible for identifying the damaged site(s).
b. The CONTRACTOR shall assist CITY personnel in the identification of work eligible for disaster assistance by FEMA and the preparation of a quantitative estimate of the work necessary to complete repairs.

5. Documentation Support
   a. The CONTRACTOR shall assist CITY personnel in the preparation and completion of any and all forms and/or documentation necessary to support the reimbursement claims made to state or federal agencies, including but not limited to FEMA.
   b. Documentation shall include but is not limited to Project Applications, Project Worksheets, Requests for Public Assistance and all other disaster-generated documentation needed for the payment of claims, such as records tracking administrative allowances, donated resources and labor timesheets and repair expenses.
   c. The CONTRACTOR shall assist CITY personnel in the review of documentation for accuracy, quality and completeness before submitting for payment of claims.
   d. The CONTRACTOR shall assist CITY personnel in the preparation and submittal of any and all necessary cost substantiation requests, replies to any and all agency inquiries and/or appeals to any and all agency denials.
6. Consultation and Negotiation Services
   a. The CONTRACTOR shall provide guidance to CITY personnel on issues involving federal and state reimbursement of disaster-generated expenses.
   b. The CONTRACTOR shall assist CITY personnel in negotiations with federal and state officials.
   c. The CONTRACTOR shall assist CITY with the exploration of alternative funding options through other federal or state programs, including but not limited to the Environmental Protection Agency and the US Department of Agriculture.

B. Additional Services/Compensation

1. If, upon written agreement by the CITY and the CONTRACTOR, the CONTRACTOR shall perform additional services beyond the Scope(s) of Service in this Contract, and if such additional services are not required as a result of error, omission or negligence of the CONTRACTOR, then, in such an event, the CONTRACTOR shall be entitled to additional compensation.
2. The additional compensation shall be computed, using the attached Pricing Schedule(s), by the CONTRACTOR on a revised Minimum Level of Service Commitment(s) and/or Plan(s) of Action proposal(s) and submitted to the CA, or an authorized representative, for review and approval by the CITY. The cost and timeframe for the completion of services shall be agreed upon before commencement of any additional services by the CONTRACTOR. The Minimum Level of Service Commitment(s) and/or Plan(s) of Action shall be incorporated into this Contract by a written Amendment.
3. Upon acceptance of the Minimum Level of Service Commitment(s) and/or Plan(s) of Action, the CITY shall issue a Task Order to the CONTRACTOR, and the Scope of Work shall be performed by the CONTRACTOR according to the approved terms.
4. Any additional service or work performed before a written Amendment to this Contract shall not be compensated by the CITY.
5. Additional Services that may be requested by the CITY include but are not limited to the following:
   a. Private Property Demolition and Debris Removal – The CONTRACTOR shall operate beyond the public ROW only as identified and directed by the CITY. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant

threats to the public health and safety of the community and shall include but is not limited to the demolition of structures and the removal and relocation of the debris to the public ROW.

b. Marine Debris Removal – The CONTRACTOR shall clear canals and waterways of marine debris only as identified and directed by the CITY.

c. Hazardous and toxic waste Disposal – The CONTRACTOR shall collect, transport and dispose of hazardous and toxic waste in accordance with all applicable federal, state and local laws, standards and regulations as directed by the CITY. The coordination for hazardous and toxic waste removal and disposal at a lawfully permitted disposal facility shall be the responsibility of the CONTRACTOR.

d. Dead Animal Carcasses—As identified and directed by the CITY, the CONTRACTOR shall collect and haul dead animal carcasses, including but not limited to dead livestock, poultry and large animals that pose an imminent and significant threat to public health and safety, to the DMS and/or Final Disposition Site at an approved landfill.

e. Fallen Trees—Any Eligible Debris, such as fallen trees, which extends onto the ROW from private property, shall be cut by the CONTRACTOR at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed by the CONTRACTOR.

f. Hazardous Stumps—Any Eligible Debris, such as hazardous stumps, that poses a threat to life, public health and/or safety shall be identified by the CONTRACTOR and reported to the Work Zone Monitor. The CONTRACTOR shall remove all stumps that are determined to be hazardous to public access and as directed by the CITY. The CITY reserves the right to process stumps based on a per unit or on a yardage basis. Stumps converted to yardage will be based on FEMA May 15, 2007 publication DAP9523.11 stump conversion table and paid at the per yard regular vegetation rate. Stumps shall be hauled to the DMS where they shall be processed in accordance with all applicable Federal, State and local laws, standards and regulations

g. Fill Dirt—As identified and directed by the CITY, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety.

h. Sand Screening—The CONTRACTOR shall screen all sand to remove Eligible Debris deposited as a result of a natural or manmade disaster. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach. Eligible Debris removed from the sand shall be collected, hauled and processed at the DMS.

i. White Goods—The CONTRACTOR shall recycle all eligible white goods as defined in Section IV.1.c. in accordance with all federal, state and local rules, regulations and laws. There is no additional payment for the handling of white goods. The cost is included in the cubic yard price for debris removal.

j. Freon Recovery. Any white goods that may contain Freon, such as refrigerators, freezers or air conditioners, shall have the Freon removed by the CONTRACTOR at the DMS or final disposition site in accordance with all federal, state and local rules, regulations and laws.

6. The CONTRACTOR shall offer the following additional services to the CITY at no cost:

a. Assistance and Training—as defined in Section VII.A.

b. Preliminary Ground level Damage Assessment – Upon request from the CITY before a written Task Order is issued, the CONTRACTOR shall provide a qualified, authorized representative to accompany the federal, state and/or local Preliminary Damage Assessment team responsible for determining the ground level impact and magnitude of the disaster event before federal assistance is requested. In addition, the CONTRACTOR

shall assist CITY personnel in identifying damaged locations and facilities, distinguishing between previous damage and disaster-generated damage, and documenting eligible costs, describing the physical and financial impact of the disaster.

c. Preliminary Aerial Damage Assessment – Upon request from CITY, and before a written task order is issued, the Contractor will provide a qualified, authorized representative, along with the pre-arranged use of a helicopter (including a pilot) for an aerial determination of the impact and magnitude of the disaster event before federal assistance is requested. This service shall also be available for the first thirty (30) days following an event, and shall be provided at no cost to the CITY. The CITY shall support FEMA reimbursement for the aircraft should funding for the service be available, but FEMA funds collected shall be payment in full with no payment due from the City for the service. In addition, the CONTRACTOR shall assist CITY personnel in identifying damaged locations and facilities, distinguishing between previous damage and disaster-generated damage, and documenting eligible costs, describing the physical and financial impact of the disaster.
d. Mobilization and Demobilization – All arrangements necessary to mobilize and demobilize the CONTRACTOR'S labor force and equipment needed to perform the Scope of Service contained herein shall be made by the CONTRACTOR.
e. Mobile Command Unit – Use of the mobile command unit for CITY debris recovery management personnel to serve as a field operations command center.
f. Temporary Storage of Documents—Storage of daily or disaster-related documents and reports for protection during the disaster event.
g. Debris Planning Efforts – The CONTRACTOR shall assist in all disaster debris recovery planning efforts as requested by the CITY. These planning efforts shall include but not be limited to development of a debris management plan, identification of adequate debris management sites, estimation of debris quantities, and emergency action plans for debris clearance immediately following event.
h. Closure and Remediation of the DMS – The CONTRACTOR shall remove all CONTRACTOR equipment and temporary structures and shall dispose of all residual debris from the DMS at an approved, final disposition site. Ash piles shall be tested using the Toxicity Characteristic Leaching Procedure, and ash shall be disposed of in a Class I landfill if contamination is not found. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill. Once stockpiled debris is removed from the site, the CONTRACTOR shall test soil and groundwater, and the test results shall be compared to baseline test results to determine if contaminants are present. The CONTRACTOR is responsible for the reclamation and remediation of the DMS site to its original state.
i. Reporting – The CONTRACTOR shall provide and submit to the CITY all reports and documents as may be necessary to adequately document the Debris Recovery Services.

C. Reporting

1. Commencing with the issuance of a Task Order, the CONTRACTOR shall submit a daily report to the CA that fully and completely describes the CONTRACTOR'S operations conducted that day.
2. The daily report shall contain, at a minimum, the following information:
   a. Contractor's Name
   b. Contract Number
   c. Date of work performed
   d. Subcontractor's Name(s)
   e. Work Zone Crew (total number of personnel and vehicle/equipment in operation that day)

f. Employee daily time tickets, for hourly rates if needed
g. Location of Work Zone
h. Location of DMS
i. Daily and cumulative totals of debris collected
j. Daily and cumulative totals of debris processed, to include method(s) of processing, by debris category
k. Daily estimate of hazardous and toxic waste segregated, and cumulative amount of hazardous and toxic waste placed in the designated holding area
l. Copies of Load Tickets for day
m. Copies of Damage Reports and Resolutions
n. Any inspections conducted by federal, state or local government agencies
o. Any damages to private property caused by CONTRACTOR operations
p. Any problems encountered or anticipated

3. The CONTRACTOR shall submit daily projection reports, which shall outline an action plan indicating estimates of Eligible Debris collection/transportation and debris reduction with a one-, two- and seven-day forecast.
4. At completion of work performed under this Contract, the CONTRACTOR shall prepare and submit a detailed description of all Eligible Debris collection and transportation activities conducted, including but not limited to, total volume/tonnage of debris collected and hauled; a detailed description of all debris reduction activities conducted, including but not limited to, total volume/tonnage of debris received and loaded for final disposition, by category; the total cost of the project; any lessons that may have been learned for improving operations in the future; and any other additional information or recommendations as may be necessary to adequately document the conduct of debris management operations.

VIII. INVOICING

A. The CONTRACTOR shall invoice the CITY on a monthly basis commencing with the first day of the month following the first full month of service(s) for work satisfactorily completed.
B. The invoice submitted by the CONTRACTOR to the CITY shall be an original invoice and not a faxed copy or carbon copy.
C. The invoice shall be sent to:

City of Pompano Beach
Attention: Solid Waste Manager
P.O. Drawer 1300
Pompano Beach, FL 33061

D. The CONTRACTOR (on the first of each month) shall be entitled to invoice for 90% of the line items after work is completed on a monthly basis.
E. The invoice shall be completed and signed by the CONTRACTOR.
F. The invoice shall describe the work performed during the invoice period and be supported by such data as the CITY may reasonably require to include but not limited to the following:
   1. Each invoice shall contain verification of each cubic yardage/tonnage collected and hauled by the CONTRACTOR by attaching a copy of each Load Ticket.
   2. Each invoice shall also contain a summary sheet indicating, daily totals of verified load receipts and invoice amounts.
G. The CITY may temporarily remove any disputed amount, by line item, from the invoice for review.
H. The CONTRACTOR shall be notified of the disputed charge within ten (10) working days of the date on which a proper invoice (as defined in FS 218.72.1) is received by the CITY.
I. The CONTRACTOR shall provide clarification and a satisfactory explanation of charges to the CITY prior to payment of those charges.
J. Payment for verified and authorized work completed shall be made to the

CONTRACTOR within 45 days after the date on which a proper invoice (as defined in FS 218.72.1) is received by the CITY.

K. Upon receipt of the CONTRACTOR'S invoice and written approval of same by the CITY'S authorized representative, the CITY shall pay the CONTRACTOR through payment issued by the Clerk of the Court pursuant to the Florida Prompt Payment Act.

L. The CONTRACTOR will be subject to audit by federal, state, and local agencies upon request by said parties.

M. Payment to the CONTRACTOR for services outlined in this Contract shall not be contingent on funding from one source.

IX. PAYMENT

A. The CONTRACTOR shall be compensated for the removal, hauling, disposal and processing (separation, chipping grinding and incineration) of only Eligible Debris.

B. If any load is determined to contain material other than Eligible Debris, the load will not be accepted, and the CONTRACTOR will not be paid for removing, hauling, disposing or processing that load.

C. The CITY may direct the CONTRACTOR to handle Ineligible Debris if that debris poses a threat to the health, welfare or safety of the community-at-large. If such services are required, the CITY shall give prior written authorization for the handling of this debris and the CITY shall pay the CONTRACTOR for these services performed.

D. Payment for work completed by the CONTRACTOR shall be invoiced on a monthly basis, commencing with the first day of the month following the first full month of service. Invoices shall be based on verified and approved cubic yard/tonnage quantities from the daily operational reports and valid Load Tickets signed by the CITY'S authorized representative.

E. Payment for verified and authorized work completed shall be made to the CONTRACTOR within 45 days after the date on which a proper invoice (as defined in FS 218.72.1) is received by the CITY.

F. Pursuant to the Pricing Schedule and Hourly Pricing Schedule, Attachment E, attached hereto and incorporated herein, the CONTRACTOR shall invoice the CITY for the following:

1. The removal, hauling and disposal of Eligible Debris (as defined in Section V.):
   a. each validated load picked up at the designated Work Zone, hauled to and dumped at a DMS; and
   b. each validated load hauled from the DMS for final disposition at a City-approved landfill or recycling facility; and
   c. tipping fees incurred at a City-approved landfill based on the current tipping fee at the time of disposal.

2. DMS Management and Operations (as defined in Section VI.) including:
   a. selection, preparation and layout of site;
   b. management, maintenance and operation of the DMS;
   c. the sorting, segregation, processing and reduction (chipping, grinding or incinerating);
   d. groundwater and soil testing;
   e. furnishing materials, supplies, labor, tools and equipment necessary to perform services;
   f. providing traffic control, dust control, erosion control, inspection tower(s), lighting, ash and hazardous and toxic waste containment areas, fire protection, permits, environmental monitoring, and safety measures;
   g. loading reduced/stored and initiating Load Tickets for final disposition; and
   h. closure and remediation of DMS.

3. Additional Services (as defined in Section VII.B.5.):
   a. Additional services, including but not limited to the services listed below shall be performed by the CONTRACTOR upon issuance of a Task Order by the CITY:

i. Private Property Demolition and Debris Removal
ii. Marine Debris Removal
iii. Hazardous and/or Toxic Waste Disposal
iv. Dead Animal Carcasses
v. Fallen Trees
vi. Hazardous Stumps
vii. Fill Dirt
viii. Sand Screening
ix. Freon Removal

b. The CONTRACTOR shall offer the following additional services to the CITY at no additional cost (as defined in Section VII.B.6.):
   j. Training and Assistance
   ii. Preliminary Damage Assessment
   iii. Mobilization and Demobilization
   iv. Mobile Command Unit
   v. Temporary Storage of Documents
   vi. Debris Planning Efforts
   vii. Closure and Remediation of DMS
   viii. Reporting and Documentation

c. Travel and Per Diem Costs incurred by the CONTRACTOR, or any employees/subcontractors of the CONTRACTOR, during the term of this Contract shall be paid by the CONTRACTOR. The CITY will not pay any Travel or Per Diem costs incurred by the CONTRACTOR.

J. Other than the rates described herein, the CONTRACTOR shall not be entitled to payment for expenses, fees or other costs incurred at any time and in any connection with performance of work under the Contract.

K. Unknown and/or unforeseen events or conditions may require an adjustment to the unit costs given in the proposal, of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations between the Contractor and Contract Administrator and approval by formal City action.

L. Any CONTRACTOR or subcontractor that is identified on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs (as defined in Section I.K.) shall not be authorized to perform services as outlined in the Scope of Service and the said CONTRACTOR/subcontractor shall not be paid for any services performed.

M. At the request of either party, the CITY may modify the CONTRACTOR'S Pricing Schedule for each subsequent contract year, after the first contract year, and the new Pricing Schedule shall be increased by multiplying the Consumer Price Index (CPI) by 75%. The formula shall be as follows: Contractor Fee x (1 + 75% of CPI) = Subsequent Year Fee

1. The CPI shall be calculated as the lesser of a twelve (12) month average of the United States All Urban or Southern All Urban Consumer Price Index based on the information from the Bureau of Labor Statistics, Southeastern Regional Office for the twelve (12) months ending December 31 preceding each new contract year.
2. If the CPI is discontinued or substantially altered, the CITY may select another relevant price index published by the United States government or by a reputable publisher of financial or economic indices.

N. The CONTRACTOR shall be entitled to invoice the CITY for 90% of the line items, after work is completed, on a monthly basis (the first of each month). The remaining 10% will become due after all Eligible Debris is properly processed and disposed of at the final disposition site(s), the DMS final closure and remediation process is approved by the CITY, all subcontractors and material suppliers verify that they have been paid and the CONTRACTOR submits a proper, final invoice.

O. Final payment shall be released to the CONTRACTOR upon approval by the CA.

X. OTHER CONSIDERATIONS

A. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment, safely operated, for all tasks.

B. Safety of the CONTRACTOR'S personnel and equipment is the responsibility of the CONTRACTOR.

C. Additionally, the CONTRACTOR shall employee when possible local area vendors qualified to assist in the Debris Recovery Services operation.

D. The CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this Contract.

E. The CONTRACTOR must be duly licensed in accordance with the state's statutory requirements to perform the work.

F. The CONTRACTOR shall be responsible for determining what permits are necessary to perform work under the Contract. The CONTRACTOR shall obtain all permits necessary to complete the work. Copies of all permits shall be submitted to the CA.

G. If burning as a method of reducing Eligible Debris is determined as necessary by the CITY, the CITY shall assist the CONTRACTOR in obtaining a burn permit to allow air curtain incineration at the DMS.

H. The CONTRACTOR shall be responsible for taking corrective action in response to any notices of violations issued as a result of the CONTRACTOR'S or any subcontractor's actions or operations during the performance of this Contract. Corrections for any such violations shall be at no additional cost to the CITY.

I. Any and all CONTRACTOR documents, records, disks, original drawings, photos, videos or other information shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY.

J. The CONTRACTOR shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Contract. Furthermore, the CITY shall have access to such books, records, documents and photos as required in this Contract for the purpose of inspection or audit. This provision shall extend three (3) years beyond the term of this Contract or any extension thereto.

XI. INDEPENDENT CONTRACTOR

A. All employees of the CONTRACTOR shall be, at all times, the sole employees of the CONTRACTOR under its sole discretion and not an employee or agent of the CITY.

B. The CONTRACTOR shall supply competent and physically capable employees who shall have and wear proper identification.

C. The CITY reserves the right to require the CONTRACTOR to remove any employee the CITY deems careless, incompetent, insubordinate or otherwise objectionable.

XII. OTHER CONTRACTS

A. The CITY reserves the right to issue other contracts or direct other contractors to work within the Scope(s) of Service included in this Contract.

B. The CONTRACTOR shall be required to cooperate with other contractors relative to providing information requested in a timely manner and in the specified form.

XIII. CITY OBLIGATIONS

A. The CA, or an authorized representative, is designated by the CITY to be the primary contact person for the CONTRACTOR, and this Disaster Debris Recovery Services Contract shall be administered on behalf of the CITY by the Solid Waste Division of the Public Works Department of the CITY.

B. The CITY shall provide inspectors for the monitoring of Eligible Debris collection, segregation and removal operations in the Work Zones.
C. The CITY inspectors shall examine each load hauled from the Work Zones by the CONTRACTOR to verify that the contents are in accordance with the definition of Eligible Debris and to verify the load size (whether cubic yards or tons) recorded on the Load Ticket.
D. The CITY shall provide DMS Monitors to inspect each load received by the CONTRACTOR at the DMS to verify that the contents are in accordance with the definition of Eligible Debris and to verify the load size (whether cubic yards or tons) recorded on the Load Ticket.
E. The CITY monitors shall inspect all vehicles/equipment entering and leaving the DMS to ensure that haulers do not add excessive amounts of water or soil to debris prior to unloading/loading.
F. Should operation of equipment be required outside of the ROW, the CITY shall provide a Right-of-Entry Agreement, Hold Harmless Agreement and a Non-duplication of Benefits Agreement executed with the Property Owner prior to CONTRACTOR work being authorized.

XIV. TERMINATION

A. This Contract may be terminated by the CITY upon thirty (30) days advance written notice to the CONTRACTOR at the primary business address as designated on the signature pages; however, if any work or service hereunder is in progress but not completed as of the date of termination, then this Contract may be extended upon written approval from the CITY until said work or services are completed and accepted by the CA.
B. In the event this Contract is terminated or cancelled upon the request and for the convenience of the CITY with the required thirty (30) day advance written notice, the CITY shall reimburse the CONTRACTOR for actual work satisfactorily completed.
C. Termination by the CITY for cause, default or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provision, and the CITY reserves the right to terminate the Contract by issuing a written notice to the CONTRACTOR. Any termination costs, including demobilization of equipment and personnel, shall be incurred and paid by the CONTRACTOR. The thirty (30) day advance written notice requirement is waived in the event of termination for cause.
D. In the event there should occur any material breach or material default in the performance of any covenant or obligation by the CONTRACTOR which has not been remedied within five (5) calendar days after receipt of written Notice of Termination from the CITY specifying such breach or default, the CITY may, if such a breach or default is continuing, terminate this Contract with the CONTRACTOR immediately. In such case, the CONTRACTOR shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

XV. FORCE MAJEURE

A. Force Majeure

Except for any payment obligation by either party, if the CITY or CONTRACTOR is unable to perform, or is delayed in its performance of any of its obligations under this Contract by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the CITY or CONTRACTOR to correct the adverse effect of such event of force majeure.

B. Events

An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the CITY or CONTRACTOR from performing any of its obligations (other than payment obligations) under this Contract:

a. Strikes and work stoppages unless caused by a negligent act or omission of CONTRACTOR or its agents or assignments;

b. Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of CONTRACTOR, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively incumbent weather; and
c. Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities.
d. Suspension, termination or interruption of utilities necessary to the operation of the Project.

C. Economic Hardship

Economic hardship of the CONTRACTOR shall not be considered an event of Force Majeure.

D. Modification

In order to be entitled to the benefit of this section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of any Force Majeure. The parties agree that, as to this section, time is of the essence.

XVI. LIQUIDATED DAMAGES

A. The CONTRACTOR and CITY agree that the CONTRACTOR'S compliance with the terms of this Contract is of great importance. As such, the CITY, or an authorized representative, shall monitor, inspect and verify the CONTRACTOR'S activities for compliance.

B. The CONTRACTOR and CITY acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would, or might, be incurred by the CITY due to the CONTRACTOR'S failure to comply with the terms of this Contract and for which the CONTRACTOR would otherwise be liable. Accordingly, in addition to the payment of other damages, liquidated damages may be assessed against the CONTRACTOR for the following failures to comply with the Contract:

1. A $5,000.00 per day charge for failure to provide adequate manpower and equipment to perform the scope(s) of service as outlined in the Contract. (see Section IV.G.1)
2. A $1,000.00 per incident charge for failure to properly separate DMS debris at street/road level or during hauling as outlined in the Contract (see Section V.A.10.-11.)
3. A $1,000.00 per incident charge for failure to properly segregate Eligible Debris at DMS as outlined in the Contract (see Section VI.A.12.)
4. A $500.00 per incident charge for collection and hauling of ineligible or unauthorized disaster-generated debris as outlined in the Contract (see Section V.A.5.)
5. A $500.00 per incident charge for acceptance of ineligible or unauthorized disaster-generated debris at the DMS as outlined in the Contract (see Section VI.A.12.)
6. A $1,000.00 per day charge for failure to provide all reports and Load Tickets as outlined in the Contract (see Section VII.C.)
7. A $1,000.00 per day charge for failure to provide adequate traffic control as outlined in the Contract (see Section V.A.14. and VI.C.9.-10.)
8. A $1,000.00 per incident charge for failure to safely operate equipment or vehicles as outlined in the Contract (see Section V.A.15. and VI.A.9.)
9. A $5,000.00 per day charge for failure to meet the completion date (time period determined by number of calendar days) for services performed in a designated Work Zone (see Section IV.E.2.-3.)
10. A $5,000.00 per day charge for failure to maintain the minimum processing rate, unless non-compliance is due to insufficient debris amounts being delivered to the site. (see Section IV.E.2.-3.)

11. A $1,000.00 per day charge for failure to close-out DMS by the completion date established by the CITY. (see Section IV.E.2.-3.)
12. A $1,000.00 per day charge for failure to fully remediate DMS by the completion date established by the CITY. (see Section IV.E.2.-3.)

XVII. LIENS AND TAXES

A. The CONTRACTOR shall not at any time suffer or permit any lien, attachment or any other encumbrance under the laws of the State of Florida or otherwise by any person or persons whomsoever to remain on file with the CITY against any money due or to become due for any work done or materials furnished under this Contract or by any reason or claim or demand against the CONTRACTOR.

B. The CONTRACTOR shall keep all equipment and vehicles free and clear of all levies, liens and encumbrances. The CONTRACTOR shall pay all taxes, license and registrations fees, and similar charges imposed on the ownership, possession or use of the equipment and vehicles during the term of this Contract.

C. Such lien, attachment or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Contract.

XVIII. INDEMNIFICATION AND HOLD HARMLESS

A. The CONTRACTOR shall indemnify, defend, save and hold harmless, the CITY, its commissioners, officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, omission, or default of the CONTRACTOR arising out of or in any way connected with the CONTRACTOR'S (or CONTRACTOR'S officers, employees, agents, volunteers, or subcontractors, if any) performance or failure to perform duties under the terms of this Contract. This section of the Contract will extend beyond the term of the Contract.

B. The CONTRACTOR further agrees to investigate, handle, respond to, provide defenses for and defend any such claims, even if claim is groundless, false or fraudulent.

C. Nothing herein shall be construed to hold the CONTRACTOR liable for the negligence of the CITY.

D. This indemnification and hold harmless agreement shall survive the termination or expiration of this Contract.

E. Nothing in this Agreement shall be construed to affect or waive in any way the rights, privileges and immunities of the City and agencies, as set forth in Article 768.28, Florida Statutes.

XIX. INSURANCE

A. Insurance Procurement. Before performing any contract work, the CONTRACTOR shall procure and maintain, during the term(s) of this Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the CITY and placed with insurance carriers approved and licensed by Insurance Department in the State of Florida and meet a minimum financial A.M. Best and Company rating of no less than Excellent. No changes are to be made to these specifications without prior written specific approval by the City Risk Management Division.

1. Worker's Compensation: CONTRACTOR will provide Worker's Compensation Insurance, on behalf of all employees who are to provide service under this Contract, as required under Florida Laws, Chapter 440, the Jones Act and Longshoreman and Harbormasters exposures, and Employers Liability no less than $100,000 per employee per accident; $100,000 employee per disease and $500,000 disease aggregate.
2. Commercial General Liability: Including but not limited to bodily injury, property damage, contractual products and complete operations, watercraft, if under twenty-six (26) feet and Ocean Marine if over twenty-six (26) feet, and personal injury with limits of not less than

$1,000,000.00 per occurrence, $1,000,000.00 aggregate covering all work performed under this Contract.

3. Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $1,000,000.00 combined single limit covering all work performed under this Contract (Limits may be satisfied by combining an Umbrella form and an Automobile form for a combined total limit of $5,000,000.00)
4. Umbrella Liability: With limits of not less than $5,000,000.00 per occurrence covering all work performed under this Contract.
5. Hazardous Materials Insurance: For the purpose of this section: the term "hazardous materials" includes all materials and substances which are now 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 need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However if hazardous materials are identified while carrying out this Contract, no further work is to be performed in the area of the hazardous material until the Risk Management Division has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the Contract.
   a. CONTRACTOR'S Pollution Liability - for sudden and gradual occurrences and in an amount no less than $1,000,000 per claim and $1,000,000 in the aggregate arising out of work performed under this Contract, including, but not limited to all hazardous materials identified under the Contract.
   b. Asbestos Liability - for sudden and gradual occurrences and in an amount no less than $1,000,000 per claim and $1,000,000 in the aggregate arising out of work performed under this Contract.
   c. Disposal - When applicable, 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 $3,000,000 per claim and $3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than $6,000,000 per claim and $6,000,000 in the aggregate.
   d. Hazardous Waste Transportation - When applicable, the CONTRACTOR shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than $1,000,000 annual aggregate and provide a valid EPA identification number.
   e. Certificates of Insurance - shall clearly state the hazardous material exposure work being performed under the Contract.
6. Additional Insured: All policies, required by this Contract with the exception of Professional Liability or Worker's Compensation, unless specific approval is given by the City Risk Management Division, are to be written on an occurrence basis, shall name the CITY, its commissioners, officers, employees, agents and volunteers as additional insured as their interest may appear under this Contract, and the insurer(s) shall agree to waive all rights of subrogation against the CITY, its commissioners, officers, employees, agents or volunteers.
7. Subcontractor Insurance: Insurance and insurance provisions, itemized in this Contract, and required of the CONTRACTOR, shall be provided by or in behalf of all subcontractors to cover their operations performed under this Contract. The CONTRACTOR shall be held responsible for any modifications, deviations or omissions in these insurance requirements as they apply to subcontractors.

B. Each insurance policy required by this Contract shall:

1. Separate Application of Insurance. Apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits to the insurer's liability.
2. Suspended, voided, Canceled Insurance. Be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City Risk Management Division.
3. City Coverage Review. The City Risk Management Division shall retain the right at any time to review coverage, form and amount of insurance.
4. The CONTRACTOR'S Liability. The procuring of required policies of insurance shall not be construed to limit the CONTRACTOR'S liability nor to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the CONTRACTOR shall be obligated for the full and total amount of any damages, injury or loss caused by any act, neglect, omission or default connected with this Contract.
5. Premium Payments. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the CITY is an insured under the policy.
6. Claims Made Policies. Claims Made Policies will be accepted for professional and hazardous material and such other risks as are authorized by the City Risk Management Division. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided an option, the CONTRACTOR agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.
7. Insurance Certificates. Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the CITY'S Contract number and the description of work are to be furnished to the City Risk Management Division prior to commencement of work and a minimum of thirty (30) days prior to expiration of the insurance contract when applicable, included as Attachment H, attached hereto and incorporated herein. All insurance certificates shall be received by the City Risk Management Division before the CONTRACTOR will be allowed to commence or continue work.
8. Notice of Accident. Notice of Accident (occurrence) and Notice of Claims associated with work being performed under this Contract, shall be provided to the CONTRACTOR'S insurance company and the City Risk Management Division as soon practicable after notice to the insured.

XX. PERFORMANCE BOND

A. Letter of Commitment. The CONTRACTOR shall furnish to the CITY a letter of Commitment to perform services, Attachment F, and a letter of Commitment for a Performance Bond from a surety company to be included as Attachment G, attached hereto and incorporated herein, within five calendar days of the execution date of this Contract by the City of Pompano Beach.

B. The CONTRACTOR shall furnish to the CITY, prior to the commencement of operations hereunder, a Performance and Payment Bond shall be executed by the CONTRACTOR, and a surety company authorized to do business in the State of Florida, in the amount of (Ten Million) $10,000,000, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, materials and laborers. The CITY will only accept a Performance and Payment Bond with an A.M. Best rating of 'A-' (Excellent) or better. Said bond shall be subject to the approval by the City Manager of the City of Pompano Beach, Florida.

XXI. ATTACHMENTS ALL INCORPORATED HEREIN

A. Scenarios & Response, Plan of Action, Documentation & Reimbursement
B. Work Zones
C. Vehicle and Equipment List
D. Debris Management Site(s) List and Map
E. Pricing Schedule
F. Commitment Letter to Perform Services
G. Letter of Commitment for Performance and Payment Bond
H. Certificate of Liability Insurance
I. FHWA Form 1273
J. Solicitation E-18-19

XXII. MISCELLANEOUS

A. No amendment, change or addendum to the Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. For any material change in the Scope of Services or any increase in the compensation for the services, City Manager during a declared emergency has the authority to sign off on these changes for the CITY, but the Commission will subsequently approve, and the duly authorized representative for the CONTRACTOR shall agree in writing to this change. For all other changes, the CITY'S Administrative Agent and the CONTRACTOR'S representative shall agree in writing to the change.

B. Any reference to a specific chapter of the Florida Statutes in this Contract shall mean the Florida Statutes and shall by reference be made a part of this Contract as though set forth in full.

C. Any reference to a Specific City Employee in this Contract shall also include the authorized designee of that employee.

D. The CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the CITY, except the claims for the money due or to become due to the CONTRACTOR from the CITY under this Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the CITY. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the CITY.

E. The parties covenant and agree that each is duly authorized to enter into and perform this Contract and those executing this Contract has requisite power and authority to bind the parties.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Contract or any applicable law. The rights and obligations of the parties under this Contract shall be governed by the laws of the State of Florida and the venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract shall be in Courts located in the 17th Judicial Circuit in Broward County, Florida, or in Federal Courts in the Southern District of Florida. If any term, condition, or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Contract shall be valid and binding on each party.

G. CONTRACTOR agrees that all work performed on FHWA roads will comply with all the terms, conditions and requirements set forth in Federal Government Form FHWA-1273, a copy of which is attached hereto and made a part hereof as Attachment I.

H. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

I. Any notices, invoices, reports, or any other type of documentation required by this Contract shall be sufficient if sent by the parties in the United State mail, postage paid, to the addresses listed below:

CONTRACTOR'S REPRESENTATIVE	CITY ADMINISTRATIVE AGENT
Mrs. Ashley Ramsay-Naile	Mr. Gregory P. Harrison
Sr. Vice President/COO	City Manager
Crowder-Gulf Joint Venture, Inc.	City of Pompano Beach
5435 Business Parkway	P.O. Drawer 1300
Theodore, Alabama 36582	Pompano Beach, Fl. 33061
800-992-6207 Office	954-786-4609 Office
251-459-7433 Fax	954-786-4504 Fax
646-872-1548	
aramsay@CrowderGulf.com	

Copies:
(a) as to the CONTRACTOR, John Ramsay, President & CEO, 5435 Business Parkway, Theodore, Alabama 36582
(b) as to the CITY, Asceleta Hammond, Office of the City Clerk, P.O. Drawer 1300, Pompano Beach, Florida 33061
Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

J. **FEMA Contract terms and requirements.**
Contractor provides services that the City may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that in such event, the City may apply to the State of Florida or the federal government for funds which will be used to pay Contractor or reimburse the City for payments made to Contractor. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum (including Form FHWA-1273) (collectively, the "FEMA Requirements") shall apply. The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

1. Contracts to received funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.
2. In the event of a conflict between the FEMA Requirements listed in this Addendum and other provisions of the Contract, the FEMA Requirements will govern and prevail.
3. Payment. Payment shall be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30-day period.
4. Additional remedies. In addition to any other remedies provided for in the Contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by Contractor, Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery pursuant to the terms and procedures set forth in the City Code.
5. Termination for Convenience. The City may terminate this Contract at its convenience with or without

cause upon written notice of termination to Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City.

6. Compliance with State and Federal Reporting Requirements. Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

7. Civil Rights. (Applicable to all FEMA Contracts)
The following requirements will apply to the Contract and any sub-contracts:

a. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

b. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

8. No Obligation by the Federal Government (Applicable to all FEMA Contracts)

a. Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

9. Access to Records (Applicable to all FEMA contracts; DHS Standard Terms & Conditions, v. 3.0 XXV)

a. The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

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

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

d. The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized

representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

10. Procurement of Recovered Materials

(Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix 11, K; 2 CFR s. 200.322)

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

   i. Competitively within a timeframe providing for compliance with the contract performance schedule;

   ii. Meeting contract performance requirements; or (iii) at a reasonable price.

b. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

11. DHS Seal, Logo and Flags (Applicable to all FEMA contracts; DHS Standard Terms & Conditions, v. 3.0 XXV) The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

12. Compliance with Federal Law, Regulations, and Executive Orders

(Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

1. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
2. Resource Conservation and Recovery Act
3. National Historic Preservation Act
4. Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

13. Immigration and Naturalization Act (Applicable to all FEMA contracts.)

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e) [§74A(e) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

14. Fraud and False or Fraudulent or Related Acts (Applicable to all FEMA contracts.) The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

15. Indemnity of Funding Entities. (Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the City and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.

16. Performance and Payment Bonds. (Applicable to all FEMA contracts)

If not already required under the Contract, and if requested by the City, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Said bonds shall be subject to the approval by the City.

17. Equal Employment Opportunity (Applicable to All FEMA Construction Contracts)

During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

18. Certification Regarding Debarment. Suspension, Ineligibility and Voluntary Exclusion
(Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

a. By signing this Contract, the Contractor is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

19. Materials and Supplies (Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

20. Clean Air Act and the Federal Water Pollution Control Act (Applicable to Contracts in Excess of $150,000)

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

21. Certification Regarding Use of Contract Funds for Lobbying (Byrd Anti-Lobbying (31 USC s.1352) – Applicable to contracts in excess of $100,000. 2 CFR Part 200, Appendix 11) (1)

1. The Contractor certifies, by signing the Addendum, to the best of his/her knowledge and belief that:
   a. 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 any Federal 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.
   b. 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 Federal 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.
2. 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. 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.

3. The Contractor also agrees that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

22. Contract Work Hours and Safety Standards Act (Applicable to all FEMA contracts in excess of $100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

23. Davis Bacon Act and Copeland Anti-Kickback Act

(Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of $2,000. Not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act-40 USC s. 3145)

In situations where the Davis-Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

<u>Compliance with Davis Bacon Act</u>

a. The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this

Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. Current applicable wage rates will be attached to the Contract if applicable.

b. The Contractor agrees that all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

c. The Contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision of Contractor to award contracts or subcontracts must be conditioned upon the acceptance of the wage determination.

Compliance with Copeland Anti-Kickback Act

a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

24. Rights to Inventions Made Under a Contract or Agreement

(Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix 11, F).

- The contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

25. Subcontracts (Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this in all subcontracts.

26. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing

or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(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 subawards 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, CrowderGulf, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official Ashley Ramsay Naile

Name and Title of Contractor's Authorized Official Ashley Ramsay-Naile
Sr. Vice President/COO

Date 08/21/19

27. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

28. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

XXIII. PUBLIC RECORDS

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the 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 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 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.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by both parties.

This Contract constitutes the sole and complete understanding between the parties and supersedes all Contracts between them, whether oral or written with respect to the subject matter.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

"CITY":

Witnesses:

CITY OF POMPANO BEACH

_____
Signature

By:_____
REX HARDIN, MAYOR

_____
Signature

By:_____
GREGORY P. HARRISON,
CITY MANAGER

Attest:

_____
ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As To Form:

_____
MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by **REX HARDIN**, as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by **GREGORY P. HARRISON,** as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL: _____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL: _____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

"CORPORATION":

CROWDER-GULF JOINT VENTURE, INC.

Witnesses:

Wesley Naile
Signature

Wesley Naile
Printed Name

By: Ashley Ramsay-Naile
ASHLEY RAMSAY-NAILE, VICE PRESIDENT

Address: 5435 Business Parkway

Theodore, AL 36582

Mary Challeil Turner
Signature

Mary Challeil Turner
Printed Name

STATE OF Alabama

COUNTY OF Mobile

The foregoing instrument was acknowledged before me this 22nd day of August, 2019 by **ASHLEY RAMSAY-NAILE** as Vice President of Crowder-Gulf Joint Venture, Inc., a Florida profit corporation, on behalf of the corporation. She is personally known to me or who has produced _____ _____(type of identification) as identification.

NOTARY'S SEAL:

Kerrie A Noll
NOTARY PUBLIC, STATE OF Alabama

(Name of Acknowledger Typed, Printed or Stamped)

exp. 09-14-22
Commission Number

KERRIE A. NOLL
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
September 14, 2022

MEB/ds:jmz
8/20/19
l:agr/pw/2019-1151

ATTACHMENT A

Scenarios & Response, Plan of Action, Documentation & Reimbursement

Electronic

City of Pompano Beach, FL

RFP E-18-19

Emergency Debris Management and Disaster Recovery Technical Assistance

Thursday, March 28, 2019 @ 2:00 pm

CROWDER GULF

CrowderGulf is committed to protecting and preserving our environment. As part of this effort, our proposal is on recycled paper.

John Ramsay, President & CEO
5435 Business Parkway
Theodore, Alabama 36582
800-992-6207 Phone
251-459-7433 Fax
jramsay@crowdergulf.com
www.crowdergulf.com

B. Required Proposal Submittals

1. Response Plan and Experience

Standards

CrowderGulf conducts all debris operations to meet or exceed all regulations and program standards of FEMA (FEMA 325 Debris Management Guide), the Occupational Safety and Health Administration, the Environmental Protection Agency, and all other local, state and federal agencies.

Responsiveness

CrowderGulf will be in contact with the City's Debris Manager at least 72-96 hours prior to a hurricane making landfall or immediately upon the occurrence of any debris generating event within the City of Pompano Beach. Within 24 hours of receiving a NTP, CrowderGulf will have our Management team report to the City representative for operations planning and mobilization of personnel and equipment. Mobilization for PUSH operations will begin within 24-48 hours of NTP and we will be fully operational and hauling debris within 48-72 hours of initial NTP. In addition, we will have a DMS fully operational for reduction and disposal of debris within 72 hours of the NTP. CrowderGulf will maintain full debris hauling operational capacity seven days a week during daylight hours until completion of the project to the satisfaction of the City of Pompano Beach. The DMS may, if required to meet the needs of the City, operate 24 hours per day.

Reimbursement Assistance

CrowderGulf's debris management staff consists of previous FEMA Regional Directors and Deputy Directors, City and County Emergency Management Directors and emergency operations personnel with over 20± years of experience in working State and Federal Disaster Declarations. CrowderGulf is prepared to share its knowledge and experience concerning reimbursement matters with City personnel in order to obtain maximum reimbursement by utilizing accurate record keeping and exacting quality control measures. Specifically, CrowderGulf will assist with:

- Estimating debris volumes for initial damage assessment
- Developing Project Worksheets/Damage Survey Reports
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process and reviewing all records to assure that they meet federal and state reimbursement guidelines
- Orientating and training City of Pompano Beach personnel on requirements for quality and quantity of required documentation
- Closeout and final audit
- Hazard Mitigation Planning efforts
- FEMA Disaster Assistance policy changes

Corporate Support On-Site Operations

Daily operational decisions and daily communications with the City of Pompano Beach will be facilitated by the CrowderGulf on-site Management team. If needed, one or more field offices will be set up immediately upon NTP. Local citizens will be employed and trained to work in the field office under experienced CrowderGulf management supervision. Local employees are always an asset to the response and recovery operation. Their knowledge of the area and its people is invaluable to CrowderGulf's overall operations. The Team will be fully reinforced at all levels by logistical support, records management/storage, report development and other operations at CrowderGulf's main office in Theodore, Alabama.

On-Site Project Management

CrowderGulf employs National Incident Management Systems (NIMS) principles in our command structure, planning, operations, logistics and administration. This will not only facilitate an easy interface with the City's Emergency Operations Center, but also ensures maximum quality control by limiting the span of supervision for individual field managers. Each of these key roles identified below is critical to an effective CrowderGulf emergency debris response and must possess a high degree of professional experience, skill, and leadership ability.

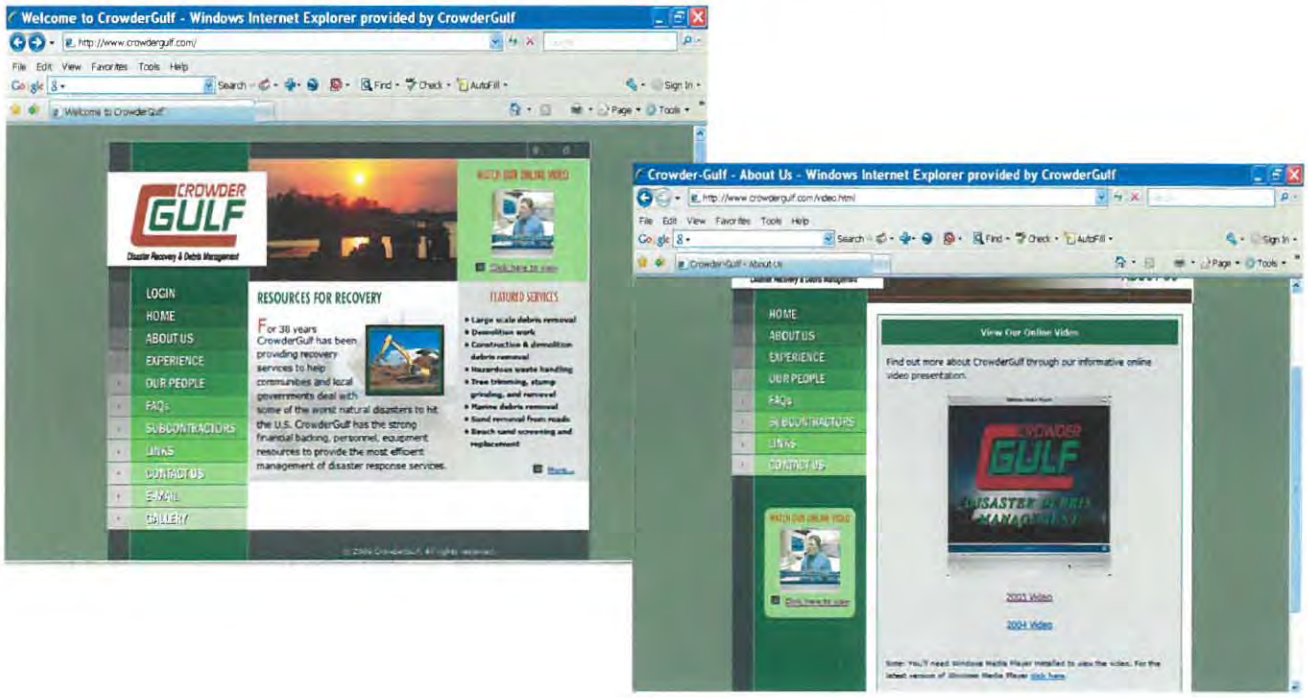
Pre-Planning - Readiness Planning and Training

On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions. In addition, our Debris Reduction specialists will be available to review and advise on potential Debris Management Sites. Preparedness training will be tailored to the City of Pompano Beach needs and requests.

Audio/Visual Presentations

CrowderGulf has the capability to generate audio and video presentations to help the City communicate necessary information to the public or to document the overall operation as a whole. One of our first tasks is to video all of the existing conditions. This is typically done during the initial damage assessment. Please visit our website to see some of our previous video documents.

Please view our Website @ www.crowdergulf.com for more information and watch our Videos Online.



Debris Operations Plan

The CrowderGulf **Debris Operations Plan** establishes an early appraisal of disaster damage, moves trained and well-equipped crews into affected areas in the shortest time possible and follows a disaster-specific work plan. This ensures that our personnel and equipment will be mobilized and in place to remove and reduce debris in the most efficient and effective manner and with the least possible impact to citizens.

The amount of damage that occurs during a natural disaster and the effort required to restore the affected areas varies with each situation. CrowderGulf's comprehensive **Debris Operations Plan is a flexible strategy that integrates Critical Operations and Essential Support Functions** to insure the most efficient and cost effective debris management for the City of Pompano Beach. These Operations and Functions are identified below and fully defined in the following sections. Each is integral to a comprehensive debris management effort.

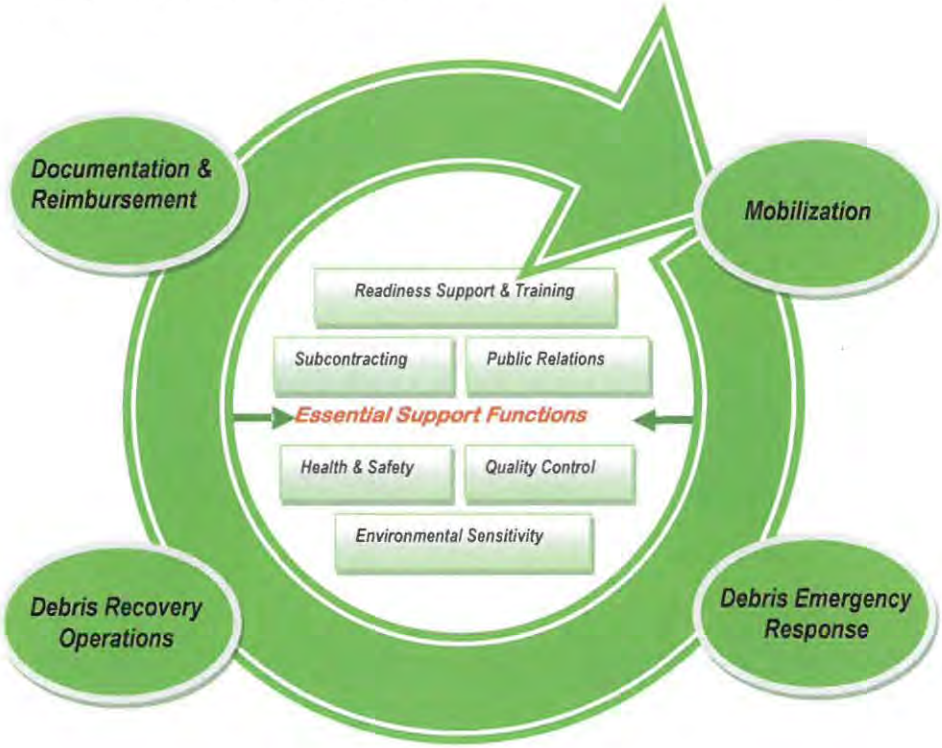
Critical Operations

(action items that are set in motion by an event)

- Mobilization
- Debris Emergency Response
- Debris Recovery Operations
- Documentation and Reimbursement

Essential Support Functions *(support functions for Critical Operations)*

- Readiness Support and Training
- Subcontracting
- Quality Control
- Health and Safety
- Environmental Sensitivity
- Public Relations



The **Debris Operations Plan** was developed with only one objective – **to assist Clients that have suffered the effects of a disaster return to normal as quickly, as efficiently and as inexpensively as possible.** The Plan's components have been the cornerstone of all of CrowderGulf's disaster relief efforts for the past 49 years. When an event is likely to occur, all stakeholders are put on alert and resources are marshaled. Immediately after the event occurs, Mobilization of personnel and equipment resources begins in anticipation of the initial Debris Emergency Response or "PUSH" period. As additional resources flow to the impacted areas, Debris Recovery Operations – the most demanding phase - is initiated. This is the phase in which CrowderGulf delivers what it has promised and makes certain that debris is removed and reduced as quickly and as efficiently as possible. Throughout the operation, the Documentation of all work must be completely and accurately documented in order for Reimbursement to occur.

The four Critical Operations described here - **Mobilization, Debris Emergency Response, Debris Recovery Operations and Documentation and Reimbursement** - form the central core of the CrowderGulf Debris Operations plan. These elements are supported and enabled by six Essential Support Functions. Although not as visible during the debris management process, each support function - **Readiness Support and Training, Subcontracting, Quality Control, Health and Safety, Environmental Sensitivity, and Public Relations,** - is fundamentally important to CrowderGulf being able to provide a successful debris management effort. All of these elements are discussed briefly in the following sections.

CRITICAL OPERATIONS

➢ Mobilization

Alert and Team Notifications

If there is advanced notice (i.e., a hurricane), this phase will commence as soon as a disaster appears to be a credible threat to the City of Pompano Beach. The CrowderGulf sSupervisors will be advised to check e-mail and voice mail at least twice a day, and additional communication devices and cell phones may be distributed to key personnel.

The CrowderGulf Director of Operations will assess the information received from the National Weather Service and in consultation with the City of Pompano Beach's Debris Manager will determine the necessity for a full notification action. If it is determined that notification is needed, he will direct activation of the CrowderGulf Calling Plan with stand-by instructions for individual contractors/subcontractors to be notified. Specific individuals will be called and, in turn, they will call additional CrowderGulf employees in a rapid cascading manner. This list of calling assignments is kept current with no less than two exercises per year if not exercised for a legitimate activation preparation.

Preparation

Based on the high probability of a known event, the Director of Operations (DO) will direct initial preparation of manpower and equipment. He will inform all responding personnel as to situation status, departure, tasking and assets to mobilize. The Director of Operations will manage the commencement of mobilization, the tasking of the support units, and the dispatch of managers, crews and equipment.

Mobilization of Resources

CrowderGulf shall contact the City's Debris Manager a minimum of 72-96 hours prior to a hurricane event or immediately upon the occurrence of a major disaster or debris generating event in which there is no advance warning. Mobilization will take place immediately upon receipt of a NTP and in accordance with requirements as defined by the City's Debris Manager. Within eight hours of receiving the NTP, CrowderGulf management team will be working on site with the City and its Debris Manager to begin planning the required mobilization and operations for debris removal. Debris removal from streets and roads ("PUSH") shall begin within 12 hours of receipt of the NTP and reduction and disposal operations shall be in full operation within 48-72 hours.

The severity of the disaster will determine how many employees and/or subcontractors will be assigned to a specific disaster event. Depending on the scope of the disaster, CrowderGulf will use a combination of company crews and subcontractors to perform work. We will begin with CrowderGulf personnel and proceed to add additional manpower and subcontractors until we have a sufficient workforce in place to effectively manage and handle the disaster recovery effort. Specific management personnel that will be assigned to this contract are provided in later sections of this proposal.

Staffing the Emergency Operations Center

CrowderGulf will commit a senior employee to be stationed in the City's Emergency Operations Center to coordinate plans for debris operations, communications and scheduling with the City's Emergency Management personnel. If requested by the City, this senior management representative will be on site in the Emergency Operations Center prior to storm landfall.

Staging of Resources

When a disaster is imminent, we will review the need for staging equipment within 100-150 miles from the potential area of impact. Local equipment and resources will be secured in safe locations and readied for mobilization. As soon as the storm passes the area and a Task Order (TO) issued, equipment and manpower will be staged at a convenient location near the truck certification area for the City.

Very early in the mobilization process, CrowderGulf will obtain a large hard surfaced parking area which will be used as a staging area to begin truck and equipment certification and safety inspections. These important steps must take place in advance of moving debris on a unit price payment basis.

The staging area becomes the initial reporting location for all subcontractors. Subcontractors employed under pre-event subcontracts, subcontractors and individuals seeking work, and potential suppliers and vendors, will be directed to this central point. If necessary, we will position a Mobile Emergency Response Command Center Unit at this location to facilitate operations. Additionally, if temporary fueling and shelter facilities are required, they will be positioned at this location, if possible.

Communications/Mobile Command Center

Should disaster conditions warrant the need, CrowderGulf may establish a self-sufficient Mobile Command Center, with full **communications capability,** in the disaster area and dedicate it solely to the recovery effort. If needed or requested, our Command Center will be provided to the City to serve in the field as its command unit.

The Command Center, or field office/s, will be set up within 24-48 hours after activation. Local citizens will be employed and trained to work in the field office under experienced CrowderGulf management supervision. Local employees are always an asset to the response and recovery operation. Their knowledge of the area and its people is invaluable to CrowderGulf's overall operations.

Each Command Center has two gas powered generators that supply power for the following:

- Multiple work stations with LCD computer/TV monitors, with copier/fax/scanner capability
- A conference room with a large table and a 42" plasma monitor/TV
- Two satellite TV receivers
- VSAT for broadband internet and VoIP lines

CrowderGulf's management team, all supervisory personnel, and crew foremen will use company radios, digital radio/telephones, and/or cellular phones. All drivers and subcontractor supervisory personnel will be required to have radios and/or telephones in their vehicles. **Upon request, we will furnish key City personnel with our system radios.**

Operational Support

CrowderGulf's main office will serve as headquarters for "back-office" operational support and documentation center. Throughout the project, this office will support field operations on all levels and maintain backup files and records for reimbursement.

Sample Mobilization Parameters

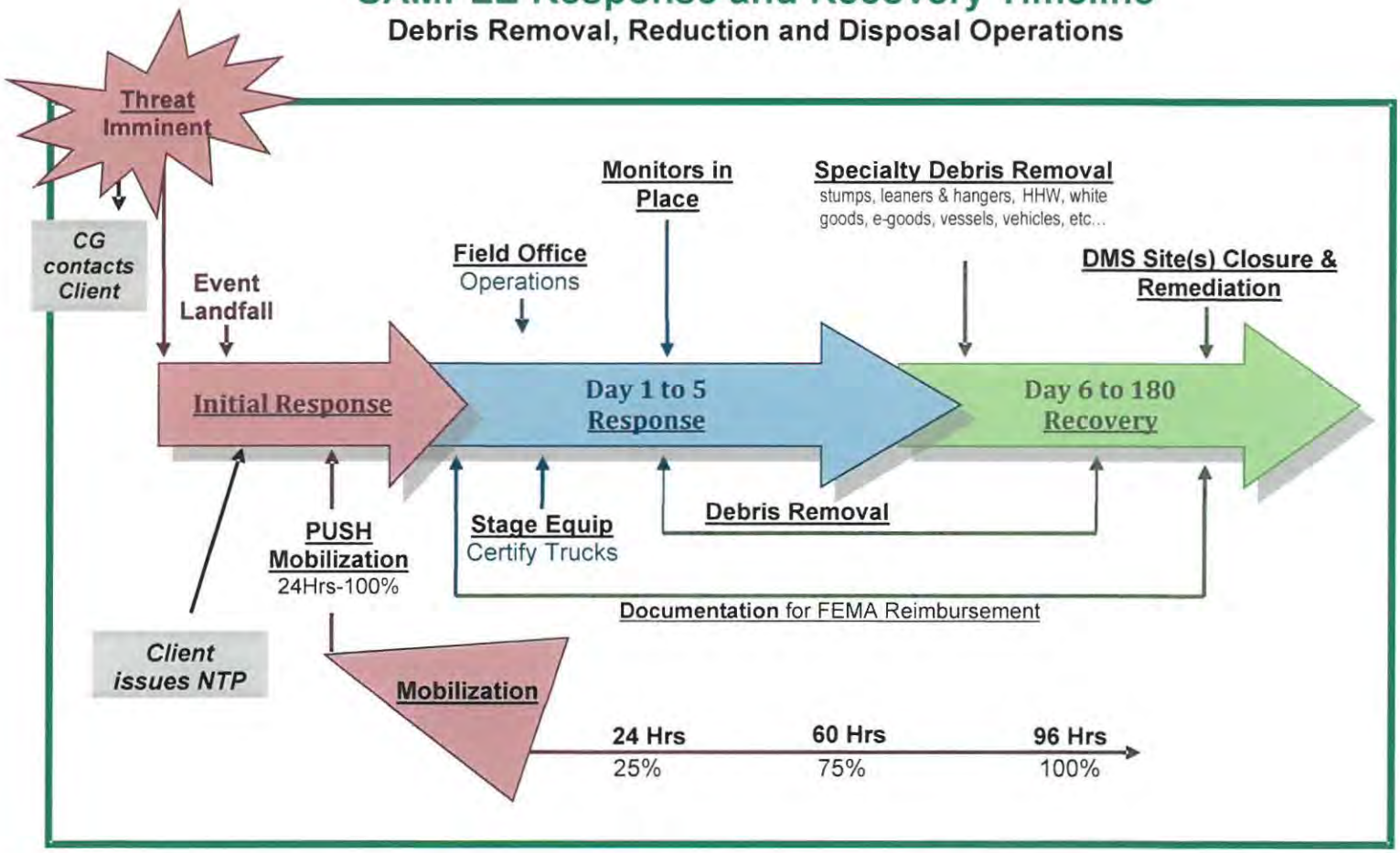
Below are CrowderGulf's anticipated mobilization timelines for debris removal work. In most post-disaster situations, CrowderGulf has been able to meet these obligations. CrowderGulf has **never failed** to meet the end timelines for completing all projects and remains committed to **meeting all timelines**.

- Contacting the City's Emergency Operations Manager 72 hours prior to a predicted disaster event.

- Providing an advance CrowderGulf representative to the City's Emergency Operations Center 24-48 hours prior to a predicted disaster event or upon receiving notification of pending activation, if requested.
- Staging personnel and equipment in close proximity to the City to provide rapid deployment after the storm, while protecting those assets from damage/destruction by the event.
- Mobilizing resources and being operational for clearing debris and opening critical routes ("PUSH") within 24-48 hours of NTP if requested by the City.
- Being fully operational for hauling, sorting, and storing of debris within 48 hours of initial NTP.
- Being fully operational for reduction and disposal of debris within 72 hours of initial NTP.
- Maintaining full operational capability, 24 hours per day, 7 days per week for an extended period of time.
- Being able to clear all debris from all City maintained streets, roads and highway rights-of-way within 90 days from initial NTP.
- Rapidly adjusting the flow of resources based on the extent and magnitude of damage/debris.
- Providing Rapid Response Crews (RRC) as may be required.
- Being able to complete the entire debris management process from initial clearance through final disposal within 180 days from initial NTP

SAMPLE Response and Recovery Timeline

Debris Removal, Reduction and Disposal Operations



Because each activation / storm presents separate challenges and situations, the above information has been provided as a sample. During our pre-event training sessions with the City, we will work to frame out possible timelines for minor and major activations.

➢ Debris Emergency Response

Debris Response activities occur immediately after an event in order to clear emergency access routes. This initial phase of operations normally consists of clearing debris that may hinder immediate life saving actions within the disaster area and/or pose an immediate threat to public health and safety.

The Debris Response phase includes immediate actions for the removal of debris in order to facilitate search and rescue efforts, allow access to critical facilities, and prevent flooding. Actions required during the response phase are usually completed within a matter of days following a disaster event.

During Debris Response, CrowderGulf will conduct an emergency "PUSH" of critical streets and roads sufficient to allow for the movement of emergency vehicles. "PUSH" crews can be on-site and working within hours of an event. City staff shall determine priorities for "PUSH" activities with primary emphasis on major thoroughfares. Multiple crews will be conducting emergency "PUSH" activities within 12 hours of receipt of a NTP.

Requirements for government services increase dramatically following a major disaster. After emergency access has been provided to hospitals, police and fire stations, the next priority normally is to open access to other critical community facilities, such as schools, municipal buildings, water treatment plants, wastewater treatment plants, power generation units, airports and seaports.

As soon as critical facility locations are identified, CrowderGulf will dispatch "clearing crews". Depending on the damage, multiple crews will be deployed within 24 hours of receiving a NTP. The "clearing crews" will use all available resources with focus on local personnel and firms. These "clearing crews" at a minimum will consist of:

- Two pieces of rubber-tired pushing / loading equipment such as backhoe loaders, rubber tired front-end loaders, and skid steer loaders with operators
- Two - three chain saw operators, laborers, flaggers with transport vehicles
- Five 16 to 20 cubic yard capacity dump trucks with drivers
- One Quality Control/Foreman with communications capability and pickup truck
- Equipment and resources needed to transport crew from one site to another

"Perhaps most noteworthy of the CrowderGulf team was the selfless partnership they exhibited. While it was anticipated that a contractor would seek to profit from work opportunities, there were multiple occasions when the CrowderGulf team chose not to take advantage of the City and instead openly expressed that it would not be in the City's financial best interest to take certain measures that would have actually benefited CrowderGulf. It was this cooperative attitude that convinced us that the City of Newport News had made the right decision to make CrowderGulf our debris recovery management company of choice."

Ralph Caldwell, Public Works Assistant Director Newport News, VA

To maximize efficiency, the clearing crew may, depending on the size of the roadway and severity of damage, split into two work teams clearing at different locations on the same street or road. If a crew divides into two work teams, visual contact and effective radio or cellular communication will be maintained between the teams.

When needed, Search and Rescue Support Crews will be provided. At a minimum, each crew will consist of the following:

- One trackhoe excavator, minimum 150hp with operator,
- Three laborers/riggers
- One crew foreman
- Slings, riggings, implements
- Transport equipment

Safety of the clearing crews in this early stage of work will be a paramount concern. Downed power lines, falling trees, equipment and chain saw injuries, worker fatigue, and a host of unanticipated hazards demand constant attention by all team members. Therefore, **toolbox safety discussions** will be a **daily requirement** for the team. Work areas will be

surveyed for hazards before work begins and throughout the clearing operation. Special hazard observation responsibility will be assigned to the Quality Control Manager.

The following is an example a Debris Response priority list:

- Fire, police, and ambulance service routes
- Access routes to trauma centers, hospitals, critical care units and jails
- Major arterial routes
- Roads and streets to the emergency operations center
- Supply routes to emergency supply distribution centers
- Roads and streets to government facilities
- Communication towers and systems access
- Utility access routes
- Routes to shelters
- Routes to the debris management centers

All other roads and streets are normally cleared as soon as the emergency and major access routes are opened and the City transitions to the recovery operations.

➢ Debris Recovery Operations

Debris Recovery consists of the removal and disposal of FEMA eligible storm-related debris in order to ensure the orderly recovery of the community, and eliminate less immediate threats to public health and safety. The debris removal, reduction and disposal procedures are addressed in specific detail in the following paragraphs.

Important Operational Considerations: At this point in the operation, decisions regarding the movement, storage, reduction and disposal of the debris will have a huge impact on the efficiency and effectiveness of the overall project. As in all CrowderGulf debris operations, we apply a set of standard principles to managing debris operations which include but are not limited to the following:

- Never load debris on a truck before the dump site has been identified.
- Handle only debris that meets FEMA's eligibility criteria.
- Sort debris before initial loading, whenever possible, to increase efficiency.
- Clean streets/roads thoroughly at each pass, i.e., "Clean As You Go" policy.
- If at all possible, load debris only once and deliver directly to the final disposal site.
- Use temporary debris management sites (TDMS) only when they increase operational efficiency.
- Use the most efficient reduction method approved by the client.
- Recycle if costs to benefits are favorable.
- Use privately-owned or if available, publicly-owned landfills for final disposal.

Collection Methods

The fundamental component of a debris management strategy is the collection of debris. Implementation of debris collection immediately after a disaster event will assure the public that recovery efforts are in progress and that the community will return to normal quickly. The debris type, amount, and urgency determines which collection method is used. The two main methods of debris collection are curbside collection and collection centers. Both types of collection methods may be used and will be determined by the City of Pompano Beach.

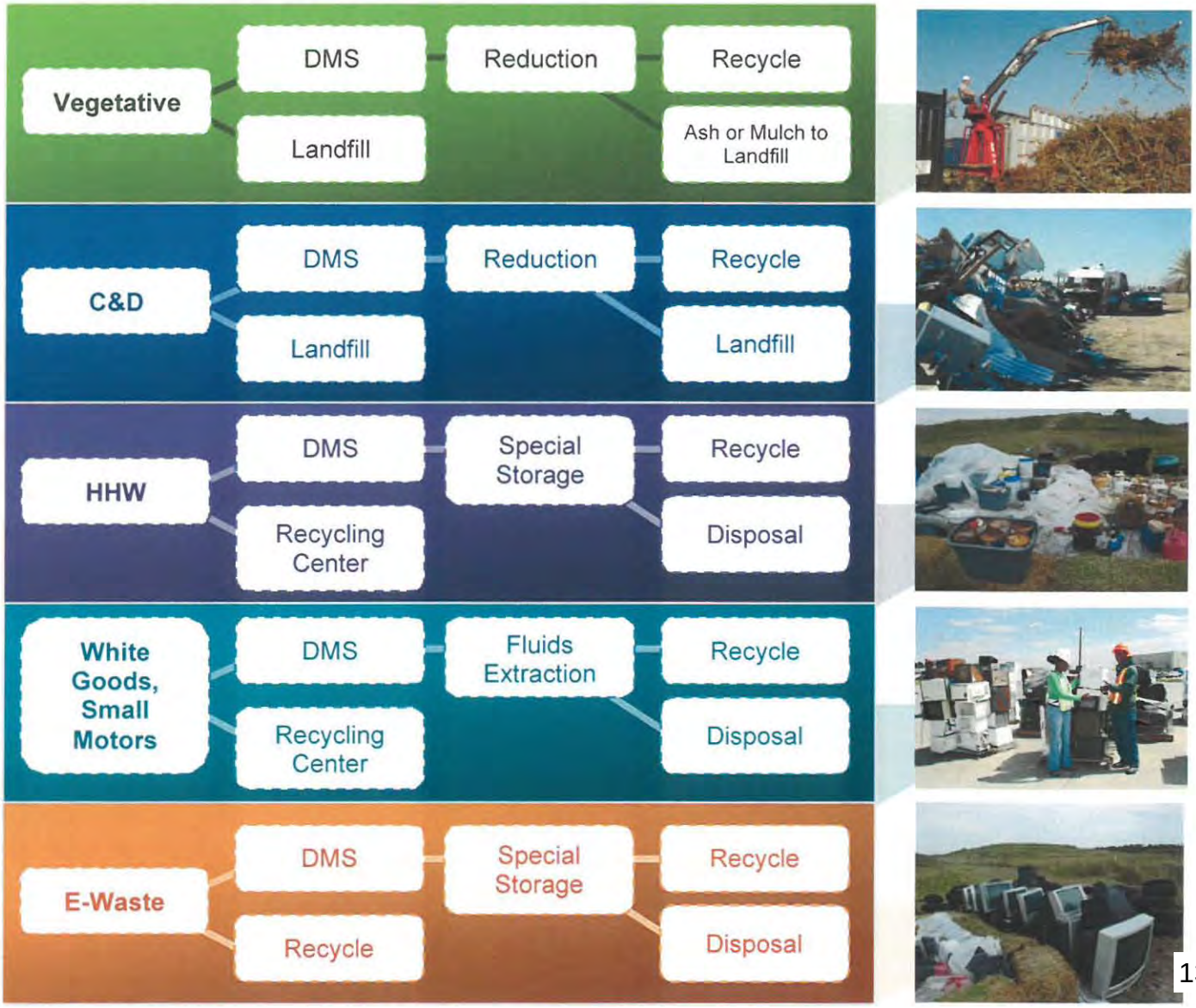
Curbside collection requires that only storm related debris be placed at the curb or public rights-of-way. *Source-segregated debris collection* offers the potential of high salvage value and efficient recycling/reduction processing. This method is important when collecting hazardous and environmentally sensitive debris, such as household hazardous waste and white goods. *Collecting mixed debris* allows for residents to place all debris types in one specified area, usually along the public rights-of-way in front of their residence. While this is the most convenient for the public, it does not facilitate effective recycling and reduction efforts, as the debris will need to be handled multiple times. This method prolongs recycling and reduction efforts and increases operational costs.

Collection Centers, the second type of collection method, relies on having residents transport their debris to a common location. Large roll-off bins may be placed on public rights-of-way or public property for the residents to bring their debris for collection. Separate bins can be designated for particular types of debris. If Collection Centers are used, they must be monitored to ensure only of the citizens use the Center and all debris is storm-related eligible debris.

Regardless of the collection methods used, educating the residents before a disaster occurs and keeping them informed after a disaster about the how, when and where of the debris removal operations, will alleviate a lot of stress for everyone. CrowderGulf can assist with keeping the public informed with the information needed to get their debris removed safely and in a timely manner.

Debris Types

The City of Pompano Beach will determine the scope of the debris to be managed under this contract. However, CrowderGulf is prepared to assist the City in hauling, reducing and disposing of all eligible debris types in accordance with FEMA 325 guidelines. These include: vegetative debris, construction & demolition (C&D) debris, hazardous wastes, white goods, household hazardous waste (HHW), electronic waste (e-goods), abandoned vehicles and vessels, putrescent debris, infectious waste, chemical, biological, radiological, and nuclear-contaminated debris. The following diagram is a breakdown of the general **debris stream**:



Truck Certification

All debris hauling trucks will be certified by the City or a City representative before any hauling begins. The inside bed dimensions of all trucks will be accurately measured and all safety requirements will be checked and approved. This information along with the description and a picture of the truck, driver's name, license and tag number will be recorded on the FEMA compliant certification forms provided by CrowderGulf. The City will retain the original copy of the form and provide CrowderGulf and the driver with copies. The driver's copy must remain in the truck at all times. A placard displaying the trucks identification and measurement information will be displayed on both sides of the vehicle at all times. Specific truck documentation requirements are discussed in the **Documentation and Reimbursement** Section of this proposal.

Sectioning and Crew Assignments

Upon NTP, CrowderGulf will assist the City of Pompano Beach in assessing damage and developing a specific plan of action. The affected areas will be divided into sections and then crews, subcontractors, and equipment will be assigned. All areas will be served simultaneously.

Loading Debris

Prerequisites for Loading Debris:

- Truck certification and safety inspections completed on all trucks hauling debris
- Identification of disposal site
- If needed for efficiency, identification and preparation of debris management sites
- Sectioning of City with subcontractor assignments
- Quality Control organization operational
- Load ticketing and data management process operational
- Accident Prevention Plan (APP), Site Safety and Health Plans (SSHP), Activity Hazard Analyses (AHAs)
- Initial safety and health briefing for all personnel complete
- Specific training on traffic control complete for all debris crews
- Preparatory inspections of each worksite by Quality Control staff and debris crew foreman
- Work area cleared of safety and health hazards such as downed power lines and hazardous materials
- Inspection of work area for water meters, fire hydrants, utility pedestals and other infrastructure components that could be damaged by equipment
- FEMA debris eligibility criteria communicated to all Crew Foremen, Superintendents, Quality Control staff, Project Managers, and Equipment Operators
- Overhead power lines and other utility lines identified for safe clearance of loading equipment

Crew Composition

CrowderGulf matches equipment to the requirements of the task. Crew composition varies depending on the type of equipment used in performing the loading operation. For example, crews with self-loading trucks do not need separate loading equipment that is required to support a crew consisting of dump trucks or trailers. However, every crew requires traffic control personnel, a foreman and a designated quality control person. Also, each crew requires a chain saw operator and laborer(s) to assist in the ground support work. Usually each piece of loading equipment (self-loading truck or separate loader) is supported by one saw operator, two laborers and two flaggers.

At a minimum, debris separation crews will consist of two laborers, one chain saw operator with saw, one skid steer loader with operator and implements, all equipment necessary to transport personnel and equipment from one work site to another. When necessary, ground crews will separate and sort the debris by type, saw fallen trees and vegetative debris at the public rights-of-way, and be constantly alert for water meters, fire hydrants, utility pedestals and other infrastructure components that could be damaged by equipment.

Crew Sizes

The size of debris loading crews will be dictated by the severity and localization of damage. Each crew foreman will be experienced in organizing and directing debris crews and will be provided with sufficient chain saw operators, flagmen, laborers and knuckle boom operators to assure rapid and efficient debris removal.

An example of a Crew is demonstrated in the chart below:

Manpower/Equipment Required	Task Responsibility	No. per Crew
Crew Foreman with experience in organizing & running crews with previous work in disaster related jobs	Provide on-site management of crew to ensure quality performance, safety & maximum productivity	1
20 – 60 CY dump trucks with skilled operators &/or 80 - 140 CY self-loader trucks	Pick up debris from curbside & haul to DMS or final disposal	4-6 (or as area dictates)
Chain Saws & Experienced Operators (as needed)	Reduce large trees & limbs to manageable size & trim debris hanging from loaded trucks	1-2
Flagmen	Direct traffic flow & truck movement	3-6
Laborers	Gather small debris that loaders are unable to grasp	2

Truck and Equipment Considerations:

The number of debris hauling trucks assigned to each crew will be determined by the time required to transport a load of debris to the disposal site, dump the load and return to the loading site. Sufficient trucks or trailer hauling equipment will be assigned to each crew to preclude having idle loading equipment. If hauling equipment is found idle and frequently waiting to be loaded, some of the hauling equipment will be reassigned to other crews. Crews will be adjusted as needed to maximize the use of all trucks and equipment.

Often on the first pass of debris removal work, large stumps, tree trunks and other heavy debris must be left for loading by larger more specialized equipment. CrowderGulf will make every attempt to "Clean As You Go". However, there are situations when the need for expedient debris removal precludes achieving this standard completely. As required and directed, specialized equipment will be mobilized on subsequent passes to handle the removal of stumps, other large debris and backfill of stump holes.

Truck Drivers will not be issued a load ticket until:

- The tailgate is secured to prevent debris from falling out of the truck while in route to disposal site
- Trimming of overhanging limbs and debris from around the truck or trailer is complete. This includes debris protruding from the truck bed that may pose a risk of utility line damage. (Actual height depends on local line installation height)
- The debris hauling container is loaded as completely (fully) as safely possible

Once the load ticket is issued, the truck driver will safely move the vehicle out of the loading zone and into normal traffic flow in route to the disposal site or to a Temporary Debris Management Site (TDMS).

Hauling Debris

The hauling or transport process begins at the time the truck or trailer leaves the "loading zone". Safe transport of the debris material to the disposal site becomes the drivers' primary concern. Drivers remain responsible for their loads until safely dumped at the disposal site.

All drivers will follow the most direct and safe pre-planned route to the nearest disposal site. Particular attention to safety is required in the areas near school buses, school zones and other areas of pedestrian foot traffic. Tarps or load covers are applied as required by local or state regulations.

On arriving at the disposal site, the driver will maneuver the hauling container for inspection by a City representative in the inspection tower. The load will be "called" by the City representative estimating the percent of the full volume or by estimating the number of cubic yards short of full volume. Drivers working for CrowderGulf are instructed never to disagree or complain about the load "call". Any concerns the driver has are to be directed to his or her crew foreman or supervisor for resolution.

When the debris is safely delivered to the disposal site, it will be mandatory to dump the load only when the truck and trailer are level. This prevents the dangerous hazard of trucks and trailers tipping over. CrowderGulf will employ spotters at the dumpsite to assist drivers in dumping safely.
When the dumping process is complete, the driver will maneuver the hauling container back to the inspection tower for a quick check to make sure all debris has been removed during the dumping process. Any debris hung in the truck or trailer bed must be removed before the truck or trailer leaves the disposal site.

All dumpsites will have a dumpsite manager to supervise and oversee the day to day operations. A safety officer will also be onsite to ensure all safety measures are being executed. Flaggers will be strategically placed at the site to direct traffic flow into and out of the disposal site.

Debris Hauling Prerequisites:

- Debris will only be transported in trucks or trailers capable of rapidly and mechanically unloading.
- No self-load trailers will be used. Exceptions to this standard may be necessary to efficiently and safely transport HHW, E-Waste, ACM or white goods.
- All trucks and trailers hauling debris must have completed the truck certification process establishing approved volume for the debris-hauling container.
- All trucks and trailers must have successfully completed the prescribed Safety Inspection.
- Drivers will be instructed to use the most direct and safe route to the nearest disposal site.
- Drivers will be required to wear safety vests and steel-toed shoes when working.
- If loads are required to be covered during transport, the hauling container must be equipped with a functional cover or "tarp" to prevent flying debris during transport.

Note: *Proper trimming of loads at the loading site is the best prevention for debris falling out during transport.*

Safety Measures

The Safety Manager and Safety Officers will monitor all safety procedures and daily reports of accidents and/or property damage. The Safety Manager or designee will also be responsible for coordinating and conducting safety meetings with crewmembers and subcontractor personnel. Safety is critical throughout all operations and is discussed later within this **Debris Operations Plan.**

Truck and Equipment Maintenance

Well maintained trucks and equipment are essential for efficient operations. CrowderGulf's crew foremen, subcontractor foremen, and the Field Project Manager will be responsible for keeping all trucks and equipment in good working condition and prepared for each workday. A CrowderGulf mechanic will be on the job for troubleshooting and maintenance of equipment. Local mechanic shops will also be utilized.

Traffic Control

CrowderGulf will use its best efforts to mitigate the impact of debris removal operations on local traffic. Sufficient signing, flagging, barricading, safety equipment and communications devices will be used to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with applicable federal, state, local laws, regulations and ordinances.

Hours of Operation

Debris will be collected and loaded during visible daylight hours (dawn to dusk) seven days per week. Debris reduction at the DMS may take place 24 hours per day, seven days per week if required by demand and approved by the City.

Number of Passes

CrowderGulf will make as many passes as the City may direct in order to successfully complete the debris removal process. Normally, a few days may need to elapse between each pass so that the citizens have time to get their debris to the ROW.

Daily Coordinated Issue Management Meetings

Daily meetings will be held between the Field Project Manager, Field Supervisors, the Subcontractor Crew Foremen and representatives of the City of Pompano Beach to discuss progress, needed adjustments and other issues. Decisions to increase/decrease manpower and/or equipment or change work areas will be made with approval of the City.

Accurate Record Keeping

CrowderGulf utilizes a number of systems to assure accurate truck certification and debris hauling information. Production reports, shift inspection checklists, safety meeting reports, quality controls, daily crew and equipment usage reports are some of the Quality Control measures used to provide accuracy in the documentation process.

Using the most appropriate technology provides the necessary information to make decisions during the recovery operation. It also improves our ability to provide all documentation needed for maximum reimbursement from FEMA and other agencies. Details of our documentation procedures are fully described in the ***Documentation and Reimbursement*** *section of this proposal.*

> **"From this resident, we thank you and all of your crews for keeping the recovery from being another disaster, as often happens. It has been a pleasure having your team in our backyards."**
>
> ***Citizen, High Island, TX***

Documenting and Resolving Damages

During the debris removal process there will always be some minor damage situations that occur regardless of the care taken during the work. CrowderGulf will respond quickly to all damage claims by the City or its citizens and will work diligently to resolve such claims to the satisfaction of all involved. We are well aware of the trauma and disruption to normal lifestyles that result from a natural disaster. Our personnel are thoroughly indoctrinated regarding our policy to always be caring, courteous, polite, and responsive to the needs of the citizens of the community. Citizens will be provided an avenue to report damages. One option will be a citizens' hot line. The City, the monitoring company or CrowderGulf may provide the hot line. Regardless of the method chosen to provide the information, CrowderGulf is committed to resolving the damage complaint as quickly as possible to the satisfaction of the City and its citizens. We will employ a Claims Resolution Person (CRP) to handle all property damages that may occur during the recovery process. If possible, a local resident with excellent communication and negotiating skills will be employed to fill this position. This person will be tasked with responding to and amicably resolving all incidents that may occur.

Debris Management Site Development

CrowderGulf has vast experience with selecting, developing, managing and operating Temporary Debris Management Sites. We are committed to efficient and safe DMS operations and require all personnel to be vigilant in using safe practices at all times. In the context of this proposal, the terms "***Temporary Debris Separation and Reduction Site***" and the term "***Debris Management Site***" **(DMS)** are used interchangeably. DMS are established when debris cannot be taken directly from the collection point to the final disposition location. A DMS is a location to temporarily store, reduce, segregate, and/or process debris before it is hauled to its final disposition.

DMS Site Selection

Site selection is probably the most important decision effecting DMS operations. CrowderGulf will work closely with the City of Pompano Beach to identify and secure suitable locations. Specific Site Plans will be developed for each DMS either upon activation or upon request by the City, and will be in compliance with FEMA 325 regulations for site plan development. Once site selection is approved by the appropriate Debris Managers, CrowderGulf will perform baseline environmental testing protocols as required and will obtain any required special permits and environmental permissions. All costs associated with the preparation, operation, and restoration of DMSs is included in CrowderGulf's pricing structure for the contract.

After Hurricanes Isabel in 2003, and Ivan in 2004, CrowderGulf shipped clean vegetative chips to Italy to be used as bio-mass fuel. After Hurricanes Charley in 2004, and Irene in 2011, local power plants took chips for use as bio-mass fuel. In 2012, after Hurricane Isaac, Mississippi paper mills received all of our clean chips to use for bio-mass fuel.

C&D Debris

Concrete, asphalt and masonry products can be crushed and used as base material for certain road construction products or as a trench backfill. Debris targeted for base materials will need to meet certain size specifications as determined by the end user. The City may choose to recycle these products themselves. As an example, after Hurricane Ike, Galveston County recycled the crushed concrete (from home slabs on Bolivar Peninsula) by using it for road reconstruction and for a new government building foundation.

Hurricanes and tornadoes can cause extensive damage to mobile homes, sun porches, and green houses. Most of the nonferrous and ferrous metal debris is suitable for recycling. Trailer frames, trailer parts, appliances and other metal items will be properly separated, crushed, baled and recycled. Any proceeds will be credited to the City of Pompano Beach.

Site Closure and Restoration

Upon completion of debris reduction operations, all DMSs will be restored to pre-existing conditions. All equipment, inspection towers, and any other temporary buildings will be removed. Burn pits will be returned to existing grade. Ash will be tested for contaminates before being taken to a disposal site. Any unburned or chipped materials will be hauled to an appropriate facility. Separated metals, plastics, white goods or other materials and types will be recycled as required by contract or regulations. Site reclamation / remediation will be billed back to the client at a pass through cost. In addition, if groundwater and / or soil testing is required, these items will be billed to the client at as pass through cost. A final site inspection will be conducted by City authorities and any discrepancies will be corrected.

All work, including site restoration and closeout will be concluded within 30 calendar days of notice from the City that the last load of debris has been delivered.

➢ Documentation and Reimbursement

CrowderGulf has been successful in the past in supporting our Clients with accurate and complete documentation records. This documentation is readily available to the City, FEMA, FHWA and any other agency that provides reimbursement. Superior record keeping using the best available technology from the beginning to the end of the project is critical.

Financial accountability is maintained throughout the process by using a system of checks and balances that are tied directly to the quantitative documentation originating in the field. Throughout the project, FEMA 325 requirements are followed and serve as the foundation of our documentation and accounting systems.

Documentation for Debris Hauling

In an effort to maximize accuracy of accounting, CrowderGulf utilizes the following system of project controls:

Phase 1 - Truck Certification

All debris hauling trucks are certified in accordance with FEMA 325 regulations. Part of the certification procedure includes truck safety checks. Any trucks not meeting the safety requirements will not be certified until infractions are remedied.

Documentation procedures include:

- Measuring the interior dimensions of all debris hauling truck beds to determine the measured cubic yard capacity
- Safety and insurance requirements check is part of the certification process
- The City's representative, CrowderGulf and the driver will each retain a copy of the completed *Truck Certification Form*
- All equipment are affixed with placards displaying the owner's name, equipment number and certified capacity
- A Capacity Certification Log is maintained in the field as a quality control tool
- All tower inspectors are provided with a current Capacity Certification Log to enforce the integrity of the valid documentation against the truck placard

Phase 2 - Debris Load Ticket Completion

The term "load ticket" refers to the primary debris-tracking document that records the transport of debris from the original collection point to the DMS or final disposal site. By positioning the debris monitors at each point of the operations (collection, DMS and/or final disposition), the eligible scope of work can be properly documented.

This process includes the following procedures:

- Completion of a multi-part *Debris Load Ticket* for each truckload of debris
- City representative(s) at the loading site(s) will inspect each loaded truck, legibly and accurately record the required information on the ticket and provide the debris hauler with a partially completed ticket
- City representative(s) at the temporary or final disposal site(s) inspection tower take the ticket from the driver and complete the disposal information
- City representative(s) retain the original completed ticket and a copy is provided to the driver and a CrowderGulf representative
- CrowderGulf representatives collect ticket copies and perform the first of many quality control checks
- CrowderGulf field office personnel process the tickets sending electronic copies to the Home Office for additional quality control checks, data entry and storage

Accurate completion of these two phases of quantitative and descriptive debris information is imperative for cost reimbursement and contractor invoicing. When electronic ticketing is used, the above procedures are slightly modified according to the firm acquired, while still maintaining the same quality of information and satisfying requirements.

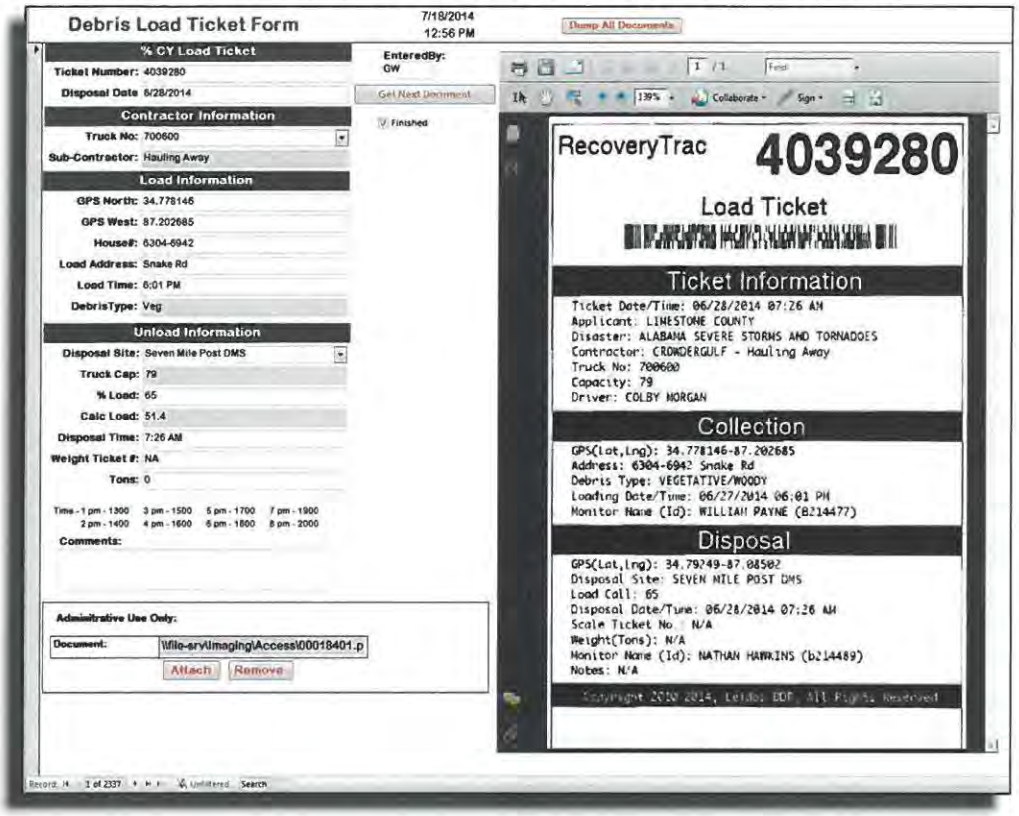
Documentation of Special Projects

There are usually several additional recovery projects besides ROW debris removal and disposal that are required in order to address geographically unique storm damage. Each project is preceded by a specific task order to serve as a formal request to proceed with the project. The Task Order outlines the parameters of the project and establishes the pay rates associated. Detailed documentation that meets FEMA 325 requirements will be kept for each project.

Data Management

CrowderGulf utilizes a comprehensive and seasoned data collection and storage process with all projects. Regardless of whether electronic (ADMS) or paper ticketing documentation is used by the City or representative, CrowderGulf easily adapts data capturing procedures to accommodate all requirements. CrowderGulf's database is specifically designed to capture and track quantitative and descriptive debris data for the entire project while storing ticket images for reconciliation support and audit documentation support.

Here is an example of the CrowderGulf database and document capture capability:



Technology has made documentation, reconciling and invoicing a more efficient, transparent process that can help expedite FEMA reimbursement. However, the technology is only as good as the people using it. CrowderGulf has capable, well-trained personnel with the commitment to ensure functionality and accurate information on a continuous basis. CrowderGulf has these qualified, committed personnel full-time throughout the year ready to provide documentation support even years after the project is complete.

Monitoring Companies and Electronic Ticketing

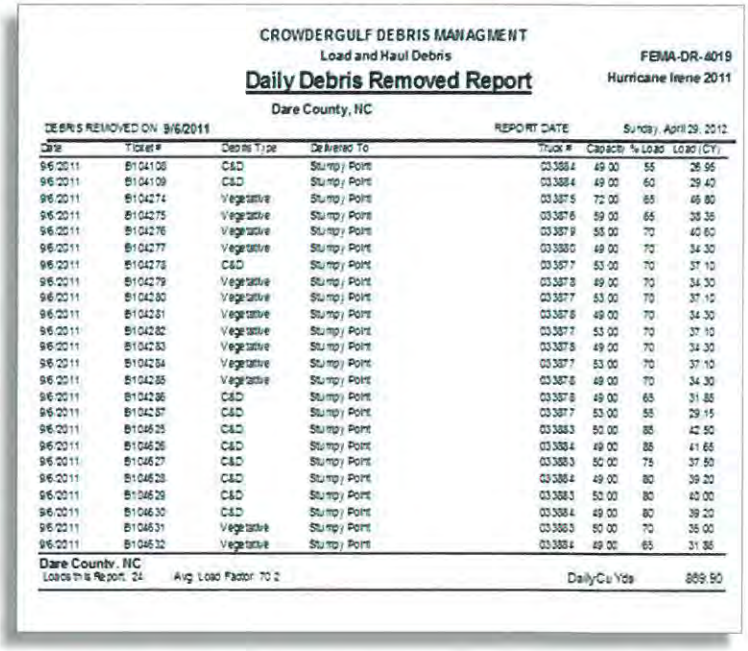
CrowderGulf has vast experience working with several monitoring companies and are familiar and compatible with their programs, processes and procedures. It is important that to the Client that CrowderGulf and Client representative (i.e., monitoring company) establish and maintain a positive and professional rapport throughout the project. This is necessary in order for the communication flow to be open with the central focus of making sure all documentation for eligible work is accurate and complete.

Reports and Information

Reports display tracking of debris through work completed to aid and support ongoing project planning. CrowderGulf has the capability and know how to conform reports to the unique specifications of any project or even portions of a project. Reports can be developed quickly to capture specific City requested data. These reports serve as a valuable tool to everyone in decision making throughout the recovery process.

We can provide the City with the following daily and weekly reports (at a minimum):

- Total cubic yards hauled
- Total cubic yards of vegetative debris hauled
- Total cubic yards of C&D debris hauled
- Total cubic yards of Stump debris hauled
- Total leaners or hangers cut
- Total cubic yards of mulch debris hauled
- Total cubic yards hauled to each DMS
- Other customized reports as requested



CROWDERGULF DEBRIS MANAGMENT
Load and Haul Debris
Daily Debris Removed Report
Dare County, NC

FEMA-DR-4019
Hurricane Irene 2011

DEBRIS REMOVED ON 9/6/2011 REPORT DATE Sunday, April 29, 2012

Date	Ticket #	Debris Type	Delivered To	Truck #	Capacity	% Load	Load (CY)
9/6/2011	B104108	C&D	Stump Point	03.3884	49.00	55	26.95
9/6/2011	B104109	C&D	Stump Point	03.3884	49.00	60	29.40
9/6/2011	B104274	Vegetative	Stump Point	03.3875	72.00	65	46.80
9/6/2011	B104275	Vegetative	Stump Point	03.3876	59.00	65	38.35
9/6/2011	B104276	Vegetative	Stump Point	03.3879	55.00	70	40.60
9/6/2011	B104277	Vegetative	Stump Point	03.3880	49.00	70	34.30
9/6/2011	B104278	C&D	Stump Point	03.3877	53.00	70	37.10
9/6/2011	B104279	Vegetative	Stump Point	03.3878	49.00	70	34.30
9/6/2011	B104280	Vegetative	Stump Point	03.3877	53.00	70	37.10
9/6/2011	B104281	Vegetative	Stump Point	03.3876	49.00	70	34.30
9/6/2011	B104282	Vegetative	Stump Point	03.3877	53.00	70	37.10
9/6/2011	B104283	Vegetative	Stump Point	03.3878	49.00	70	34.30
9/6/2011	B104284	Vegetative	Stump Point	03.3877	53.00	70	37.10
9/6/2011	B104285	Vegetative	Stump Point	03.3878	49.00	70	34.30
9/6/2011	B104286	C&D	Stump Point	03.3878	49.00	65	31.85
9/6/2011	B104287	C&D	Stump Point	03.3877	53.00	55	29.15
9/6/2011	B104625	C&D	Stump Point	03.3883	50.00	85	42.50
9/6/2011	B104626	C&D	Stump Point	03.3884	49.00	85	41.65
9/6/2011	B104627	C&D	Stump Point	03.3883	50.00	75	37.50
9/6/2011	B104628	C&D	Stump Point	03.3884	49.00	80	39.20
9/6/2011	B104629	C&D	Stump Point	03.3883	50.00	80	40.00
9/6/2011	B104630	C&D	Stump Point	03.3884	49.00	80	39.20
9/6/2011	B104631	Vegetative	Stump Point	03.3883	50.00	70	35.00
9/6/2011	B104632	Vegetative	Stump Point	03.3884	49.00	65	31.85

Dare County, NC
Loads this Report: 24 Avg Load Factor: 70.2 Daily Cu Yds 889.90

Reports may be provided in Excel format, Word format or PDF format.

Reconciliation and Invoicing

An important aspect of the documentation process is the reconciling of all the truck certifications and load tickets prior to invoicing. CrowderGulf has earned a solid reputation with clients and monitoring firms by working closely with them to ensure that data reconciling is completed before invoicing. Whether reconciling with a monitoring company or with our clients direct, our database has all the information needed to expedite this process.

After reconciliation is complete, it is time for invoicing. All invoices are fully supported by load tickets and other required documentation. CrowderGulf is very flexible in generating invoices. Invoices can be provided in different ways such as a dollar amount limit per invoice, designated work period on an invoice (i.e. one week per invoice) or single task invoices. CrowderGulf strives to accommodate by adapting to preferred formats and preferences.

Having reconciled the data prior to invoicing makes the invoicing documents easier to read from FEMA's standpoint and speeds up the audit or reimbursement process. Schedules for invoicing are usually outlined in the contract. Many times, due to the severity of the disaster and the available resources by the City the payment schedule may be modified to allow more time to pay the invoices. CrowderGulf is able to accommodate these situations due to our strong financial stability.

Documentation Maintenance

CrowderGulf maintains all documentation for a period of at least 7-10 years, depending on the requirements. All tickets and truck certifications, task orders, and any other pertinent documentation are kept in both hard copy and electronic format. Having all documents in an organized electronic file allows for easy access if and when FEMA audits the work.

FEMA Requirements and Assistance in the Reimbursement Process

CrowderGulf works closely with all regulatory agencies to assure minimum issues in our disaster management efforts. Over the past 20 years, **98%** of CrowderGulf's work has been with Cities, Counties, States and Agencies that received reimbursement from FEMA under the Public Assistance (PA) Reimbursement Program. As a result of our success in documenting all aspects of the debris management process to support reimbursements, CrowderGulf has established itself as one of the most respected debris contractors in the United States.

As an example of our commitment to Clients, in June, 2010, a CrowderGulf Client requested assistance with a FEMA audit for work completed in 2005, after Hurricanes Katrina and Wilma. Consequently, one of our senior managers spent four weeks working onsite with the Client, as well as 1,000 plus hours of work time on the project researching and preparing documentation requests for FEMA. All of our time and assistance was provided to the Client at no cost. This is how every client is treated. CrowderGulf is committed to 'going to the mat' with them to make sure that our documentation is complete, accurate and provided in whatever format FEMA requests.

CrowderGulf's former FEMA Directors, Emergency Managers and FEMA trained Debris Specialists are available to assist in complying with FEMA guidelines and completing all documentation required by FEMA, FHWA or the Office of Inspector General. **Our Staff is well versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327).**

CrowderGulf will share its knowledge and experience concerning reimbursement matters. The goal is to obtain maximum reimbursement by utilizing extremely accurate record keeping and exacting quality control measures. Specifically, CrowderGulf will assist the City with the following:

- Developing Project Worksheets
- Estimating debris volumes for initial damage assessment
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process
- Reviewing all records to assure that they meet federal and state reimbursement guidelines
- Providing various levels of training for City employees
- Documenting all facets of work to support the claim process
- Maintain all documents for 7-10 years

"I would like to Thank you all, Ashley and her staff, for all of your help in providing information and documentation needed to close out our 2004/2005 Hurricanes with FEMA. It is comforting to know that we can rely on your company to provide accurate information 4 to 5 years after the fact."

Jesse Wright, Village Supervisor
Village of Wellington, FL

Reimbursement

CrowderGulf is committed to completing any emergency management and recovery project for the City in the minimum amount of time and at the best price possible. We work in full regulatory compliance with all agencies involved in disaster recovery including but not limited to:

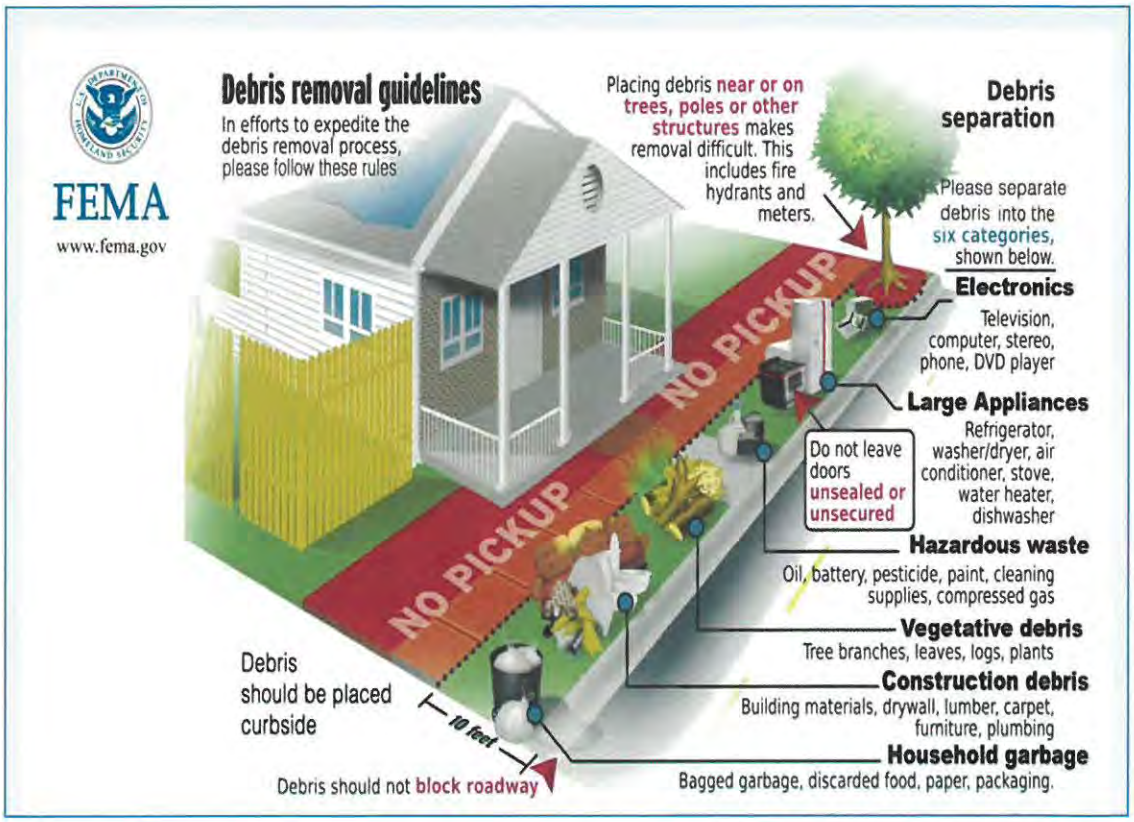
- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- Florida Department of Environmental Protection
- United States Coast Guard (USCG)
- United States Corps of Engineers (USACE)
- Florida Department of Health
- Florida Department of Transportation

Maximizing Reimbursements under the Sandy Recovery Improvement Act (SRIA) Program

FEMA's SRIA program is intended to increase the effectiveness of debris removal by providing incentives to subgrantees (counties/municipalites) who choose to take advantage of all or only parts of the program. CrowderGulf's Management Team are very experienced in working within the guidelines of FEMA's Public Assistance program and the new Pilot progam initiatives. CrowderGulf is available to assist clients in taking advantage of the alternate procedures of the Pilot program.

Currently, FEMA has extended the Public Assistance Alternative Procedures for Debris Removal until June 27, 2019. However, to meet FEMA's strategic Plan objectives to streamline the grantee experience, and simply program delivery, the Agency is discontinuting the Recycling Revenues and Sliding Scale procedures because they were not meeting the goals established in the Sandy Recovery Improvement Act. FEMA continues to promote the use of Straight Time and Force Account Labor incentives. CrowderGulf is prepared to assist the City in taking advantage of the remaining program initiatives.

SRIA Program Incentives for Subgrantees	*CrowderGulf's Capabilities and Commitment to Clients(subgrantees)*
Straight Time and Force Account Labor: When a subgrantee has elected to participate in the Straight-Time Force Account Labor Procedure to perform all or part of the debris removal operations, FEMA will reimburse the base wages with associated fringe benefits as well as any overtime labor costs and the hiring of additional staff.	CrowderGulf will work directly with clients to augment the client's staff. This may be accomplished by dividing the client's damaged area into segregated or zone areas. Specific zones can be assigned to CrowderGulf crews for debris removal. Other zones will be designated for the client to use force account labor to remove debris. This partnership can expedite debris removal and allow for client crews to remain active and working when normal work could be delayed or be non-existent, due to disaster conditions. **CrowderGulf has always maintained that our relationships with clients are invaluable. No job is too small and we have never failed to fulfill any contractual obligations.**
Debris Management Plan Procedure: If a subgrantee has a FEMA - accepted Debris Management Plan and one or more pre-qualified debris removal contractors before the start date of a declared incident, the subgrantee may elect to receive the one-time 2% federal cost share increase incentive. This program is limited to the first 90 days of debris removal, beginning the first day of the incident period.	CrowderGulf is intimately familiar with the new FEMA Debris Management guidelines and will work with our clients to collaborate on the development of their Plan and provide assistance in review and updates each year. In addition, CrowderGulf will work diligently with our clients to maximize our resources in order to remove debris as quickly and safely as possible in order to support our clients in taking full advantage of this cost saving measure.



ESSENTIAL SUPPORT FUNCTIONS

➢ Readiness Support and Training

CrowderGulf's long and successful history of disaster response and recovery success is, in a large part, a result of continuous Readiness Planning and Training. CrowderGulf is dedicated to a year-round cycle of preparation, practice, review and analysis to refine our procedures and processes. We strive for continuous improvement with the goal of exceeding expectations where it matters, in project execution.

Joint training and pre-planning with the City will be an important part of Readiness Planning. **On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions.** In addition, our Debris Reduction specialists will be available to review and advise on potential DMSs. Preparedness training will be tailored to the City's needs and requests.

Usually, training will consist of all or some of the following topics:

- General understanding of the disaster declaration process
- Understanding the importance of thorough documentation in all processes
- Contract scope of work & scope of work timeframe
- FEMA debris removal eligibility & FEMA required documentation
- Responsibilities of the City & the contractor for debris management
- Pre-event actions
- Management team roles & responsibilities
- Initial response & recovery operations
- Debris removal & monitoring functions
- Truck certification process
- Documentation
- Close out & reimbursement

Training and pre-planning sessions are designed by the needs of each individual Client. For example, if our Client is preparing their own session and would like CrowderGulf to prepare material for discussion for a particular time slot, material such as handouts and PowerPoint presentations are created to present to the attendees based on the discussion topic provided by the Client. This type of involvement is usually requested by Clients who have knowledgeable staff who are experienced in the debris removal process and only need a quick overview of a particular topic.

CrowderGulf also provides a more in depth session for the Clients who need training and plan development specific to their geographical location. CrowderGulf is experienced in assessing the needs of each Client and providing the knowledge and training needed for a successful event. In these situations, CrowderGulf provides in depth training and plan development through PowerPoint presentations, handouts and table top exercises. During the in depth training and planning sessions, CrowderGulf can offer assistance in helping the decision makers make informed decisions regarding such things as DMS needs and locations, City disaster debris team members and their roles, whether it is in the best interest of the Client to acquire a monitoring firm, and identifying any other concerns that may not have been previously identified.

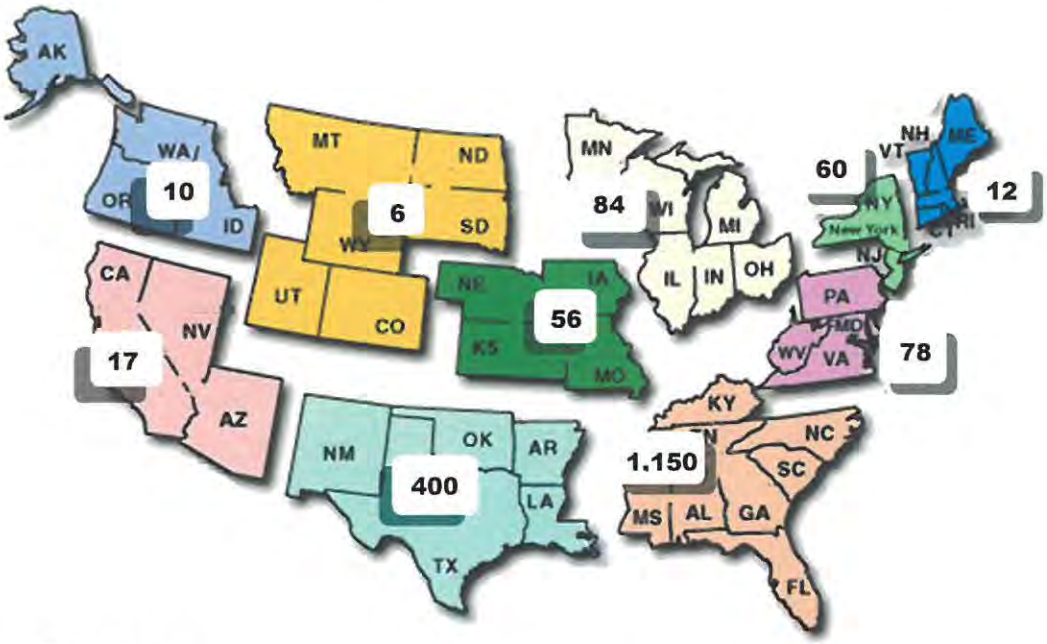
➢ Subcontracting

It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in **compliance with 44 CFR 206.10.** Per Client compliance requirements under **44 CFR 13.36(e)**, CrowderGulf, as Prime Contractor, will take all affirmative steps required to assure that minority firms, women's business enterprises, and labor area surplus firms are used when possible.

In addition, we maintain a national subcontractor **database of over 1,800 pre-qualified subcontractors**, which allows us to identify companies by size, equipment and geographical location. Prospective subcontractors may visit our website, www.crowdergulf.com, to register or may fax information to the Disaster Administration Office for review.

Due to CrowderGulf's reputation of always treating our subcontractors fairly and paying them on a weekly basis, we have a surplus of subcontractors throughout the nation ready to work at a moment's notice.

The graphic below gives a breakdown of the number and general region that we have registered subcontractors. The number changes periodically as new subcontractors register on our website. For several reasons this number grows after a major disaster.



Subcontracting Practices

It is the practice of CrowderGulf to subcontract debris work and services using the following guidance:

1. Subcontract to the maximum extent possible with local firms and small businesses. In addition, preference will be given to qualified local vendors for equipment rental and supplies sourced in the jurisdictional boundaries.
2. Promote the use of local contracting by tasking a senior manager to assure notification through local media and organizations.
3. Promote subcontracting only with the assured compliance with equal opportunity hiring.
4. Provide all subcontractors a clear chain of command for purposes of official and/or unofficial communications.
5. Accept, process and pay invoices of subcontractors in accordance with the CrowderGulf policy.
6. Provide priority subcontracting considerations to/for subcontractors that have provided quality work to CrowderGulf in past operations – consistent with the subcontracting policy.
7. CrowderGulf does not have a set-a-side percentage of subcontracted work for any particular classification of subcontractor, but will give special attention to small, disadvantaged firms and/or women owned small business firms for contract work or services needed.
8. CrowderGulf is committed to promoting the use of small minority, disadvantaged firms and/or women-owned small business firms for contract work, whenever and wherever possible.
9. We currently maintain an active pre-qualified subcontractor database, tracking current certifications of local and regional D/M/W/SBE qualified subcontractors. Subcontractors can mail, fax, e-mail or log on to www.crowdergulf.com to submit their company information for review. If necessary, we will use additional outlets such as newspapers, publications, websites, etc.

"Mr. Campbell and Mr. Ramsay have been wonderful to work for, and a thrill to be around. The entire CrowderGulf organization is very impressive, and I am amazed by how efficient CrowderGulf operates. Thank you CrowderGulf for allowing me to work for you all and I hope that in the future I can work for CrowderGulf again."

CrowderGulf Subcontractor

10. As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the Client.

Subcontracting Policy

It is standard policy that all subcontractors comply with all of the contractual conditions and commitments of CrowderGulf. As such, all subcontractors shall agree to the following:

1. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.
2. Read and formally acknowledge by signature the CrowderGulf Contract for subcontractors and Safety Manual as provided by CrowderGulf.
3. Provide satisfactory evidence of bonding and licensing that complies with contract and jurisdictional requirements.
4. Provide assurances that no current owner, principal or officer of the firm is or has ever been debarred by the state and/or federal government.
5. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
6. Give all notices and fully comply with all local, state and federal laws – including, but not limited to, social security, workers compensation and unemployment insurance, DOT, etc.
7. Begin work to be performed within two full workdays after a subcontractor is notified of a subcontract award, unless otherwise stipulated in the subcontract arrangements. The subcontractor will pay for all materials, equipment and labor used in the performance of the subcontract(s).
8. In the event a subcontractor makes an untimely start, or is unable to supply sufficient skilled workmen, equipment or materials to satisfy the subcontract arrangements, CrowderGulf may terminate the employment/contract of the subcontractor for cause.
9. Take all reasonable safety precautions with respect to contracted work, complying with all safety, workplace standards and environmental measures as directed by CrowderGulf.
10. Furnish periodic progress reports on the work as directed by CrowderGulf, plus use the debris reporting system selected by CrowderGulf.
11. Provide CrowderGulf with progress payment billings (as agreed in the respective subcontracts).
12. Final payments to subcontractor(s) may be deferred pending receipt of contractual or statutory lien waivers, releases, closeout documents or other encumbrances.
13. Other stipulations may apply as may be required by unique local conditions.

Understanding Requirements

CrowderGulf takes several steps during the proposal preparation process to ensure local subcontractor participation as well as M/WBE utilization policies and 44 CFR 13.36(e) compliance are met. Understanding exactly what the Client is requesting during this initial proposal phase is key to implementation upon activation. In order to clearly define the expectations required we take several preliminary steps. The first step is to review M/WBE policies and procedures to determine specific goals set by the Client. Our second step is to determine utilization breakdowns required. Lastly, we identify all required certifications and/or M/WBE directories to be used for soliciting M/WBE firms and any further breakdowns of percentage goals. Once these steps are completed and we have a clear understanding of all requirements we continue with the following process:

Steps in the Process:

1. Before any subcontractors are solicited, CrowderGulf compiles a list of local subcontractors from our Database of pre-qualified subs. These companies have either worked for CrowderGulf and are in good standing, have registered with us through our website, www.crowdergulf.com, or have been previously solicited by CrowderGulf. All subcontractors must meet the following requirements to be considered for prequalification:
   a. Verification through one or more of the following websites:
      - *The **System for Award Management** (SAM) is **a Federal Government owned and operated** free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS. SAM is used to review all subcontractors' debarred status prior to approval as a prequalified subcontractor (https://www.sam.gov/)*

- *SBA HUBZone Search-confirmation, (http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm)*
- *Dun and Bradstreet, (https://sso.dnbi.com)*

b. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: http://www.dhs.gov/E-Verify. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.

c. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.

2. If specific directories are to be used, CrowderGulf will check the Client website for directory access or contact the M/WBE Office for a list of potential M/WBE firms to be utilized then compare this list to our current list of local prequalified subcontractors to find possible matches.
3. Contact is then made with M/WBE firms that offer services similar to our scope of work. Initial contact is made by phone then followed up by fax and/or email, confirming the phone conversation.
4. Emailed and/or faxed correspondence provides MBE firms with specific details regarding the request, i.e., scope of work directly from the RFP documents, registration and requirements information, and specific deadlines for submittal of these documents to the CrowderGulf M/WBE Subcontracts Manager.
5. Should letters of intent from interested firms and further proof of M/WBE certifications be required by the Client, CrowderGulf will compile the received documentation and review for completeness.
6. Only those firms that have met set deadlines and returned all requested documentations will be considered for inclusion in final proposal to the Client as a responsive M/WBE Firm.
7. All contacted firms are listed in proposal and delegated either responsive or non-responsive and the reason for this status.
8. Should the appropriations assigned to the responsive M/WBE firms not meet the Client's percentage goal, firm percentages will be adjusted and executed by both parties upon mutual agreement.
9. Once the RFP evaluation process is complete and award notices are received, these M/WBE firms are notified of results and any additional documentation is requested to keep in the Client's file.
10. Current CrowderGulf client folders are updated yearly with current local pre-qualified subcontractors as well as M/WBE firm confirmations.
11. Upon Client activation, if any of the proposed local M/WBE firms are no longer able to fulfill assigned goals, CrowderGulf will identify other certified M/WBE firms to replace inactive M/WBE firms to maintain our proposed percentage goals. CrowderGulf will provide a detailed explanation as well as further commitments from other M/WBE certified subcontractors to perform scope of work in lieu of previously committed Subcontractors.

Reporting

With the nature of "Stand-By" event contracts being on an "as needed" basis, utilization/activation of the identified M/WBE firms will be based on CrowderGulf's activation by Client. Should the Client have yearly or quarterly reports to be submitted, CrowderGulf will file the needed reports upon request.

Good Faith Effort

As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the City to maintain compliance with **44 CFR 13.36 (e) and FEMA Super Circular 2 C.F.R. Chapter 2, Part 200.**

Affirmative Steps Include:

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

Subcontractor Oversight

In the past, CrowderGulf has mobilized over **300** subcontractors with as many as **3,000 people, 1,600 trucks, and 600 pieces of loading equipment**. To assure the same quality control and efficient operations for the City, CrowderGulf's management team will rely on NIMS management protocols to identify the proper number of supervisors for each debris management operation. CrowderGulf is fully prepared to marshal as many Field Project Managers and Debris Supervisors as needed to meet the City's debris management requirements. Project Managers and Field Supervisors will have the direct responsibility to ensure all workers have received the proper safety training and education on Federal Rules and Regulations as they pertain to debris removal operations.

M/SBE Subcontractors

See enclosed a partial list of qualified M/SBE Subcontractors. A current qualified subcontractor list will be provided to the City for pre-approval prior to an event upon request.

Region 7 FL Subcontractors 2019	Address	City	ST	Zip	Phone	smBus	WBE/MBE/HUB /VET/SDB
A & E Land Clearing, Inc	7040 Seminole Pratt Whitney Rd	Loxahatchee	FL	33470	561-784-8525	1	
A and J Transport, Inc.	22800 SW 214 Ave	Miami	FL	33170	786-243-3200	1	1
A Native Tree Service, Inc.	15733 SW 117 Ave	Miami	FL	33177	305-238-1178	1	1
ABC Hauling Services, Inc.	666 NW 23rd St	Miami	FL	33127	305-522-9106	1	1
Able Business Services	1234 NW 79th St.	Miami	FL	33147	305-636-5099	1	2
ACT Management, Inc	12608 53rd Rd., N	West Palm Beach	FL	33411	561-215-1765	1	1
Action Crane Service, Inc.	800 W. McNab Rd	Fort Lauderdale	FL	33062	954-970-9332	1	
Agri-Soils, Inc.	5341 W Hillsboro Blvd #303	Coconut Creek	FL	33073	954-609-4621	1	
All American Junk Removal Inc	801 South Dixie Hwy East	Pompano Beach	FL	33060		1	
All Florida Land Cleaning Inc.	9151 N W 93 St	Medley	FL	33178	305-364-9925	1	
All Florida Tree	5855 NW 47 Place	Coral Springs	FL	33067	954-753-6292	1	
All Phase Disaster Cleanup	6278 North Federal	Ft. Lauderdale	FL	33308	954-258-4483	1	1
American Hauling & Equipment Corp	8829 NW 177 Terr	Miami	FL	33018	786-349-8169	1	
Amerigrow Recycling	10320 West Atlantic Ave	Delray Beach	FL	33446	561-499-8148		1
Arazoza Brothers Corporation	P.O. Box 924890 /15901 SW 242 St	Homestead	FL	33092	305-246-3223		1
Arborist Services, Inc.	5855 NW 47 Place	Coral Springs	FL	33067	954-254-4219	1	
Artem, Inc.	PO Box 716	Pahokee	FL	33479	561-337-6704	1	1
Asphalt Consultants, Inc.	880 NW 1st Ave	Boca Raton	FL	33432	561-368-5797		
Atkins Paving	2020 W. McNab Rd., Ste. 99D	Ft. Lauderdale	FL	33309	954-788-1227		
Atlantic Coast Environmental, Inc.	1751 SW 43rd Terrace	Deerfield Beach	FL	33442	954-574-1311		
Austin Tupler Trucking	6570 S.W. 47th Court	Davie	FL	33314	954-583-0801		
B and G Property Maintenance Inc.	17861 SW 113 Court	Miami	FL	33157	305-370-8176	1	2
BCB Landscapers Corp	1545 NW 7th Terrace	Pompano Beach	FL	33060	954-553-0441	1	1
BG Katz Nurseries, Inc.	15800 Loxahatchee Rd.	Parkland	FL	33076	561-218-2811	1	
Bill West, Inc.	1110 N.W. 133rd Ave.	Sunrise	FL	33323	954-999-2976	1	
Blue Team Restoration, LLC	1395 NW 17th Ave, #113	Delray Beach	FL	33445	954-928-3870		
Brickell Vizcaya Development, Inc.	12150 SW 132 Ct. 211	Miami	FL	33186	305-233-5944	1	
Budget Construction Co. Inc.	7416A SW 48th St	Miami	FL	33155	305-883-9878		
Bulk Express Transport, Inc.	3355 NW 41st Street	Miami	FL	33142	305-637-5567		
Bulldog Arborist, Inc.	17413 43rd Rd N	Loxahatchee	FL	33470	954-444-7690	1	
C & A Contracting, Inc.	7200 Griffin Rd Ste 3A	Davie	FL	33314	954-581-4700		

Quality Control

The purpose of a quality control plan is to provide guidance and consistent attention to workplace policies and procedures in order to facilitate efficient, effective and safe debris removal and reduction. **CrowderGulf's success in managing quality is achieved by our commitment and attention to the people, processes, and procedures involved in our projects. This starts with identifying and communicating the following Fundamental Values to Quality Control Success:**

- Assurance of open and honest communication with clients at all levels in order to foster a clear and mutual understanding of expectations and promote mutual respect.
- Commitment to high quality standards - "Lead by Example".
- Dedication to staff training and education at all levels to ensure correct and safe performance of their tasks.
- Implementing "Clean As You Go" policy for every task

Our complete QC plan will be provided upon request.

➢ Health and Safety

CrowderGulf's Philosophy of Safety

All company operations are managed with an aggressive and proactive commitment to the safety and well-being of employees, subcontractors and the public at large. We believe that this commitment to safety must go hand-in-hand with our commitment to quality production and cost efficiency. CrowderGulf believes that ALL injuries and accidents are preventable through the establishment of and compliance with safe work procedures. Therefore, the prevention of bodily injury and the safeguarding of health are the first considerations in all workplace actions and are the responsibility of every employee and subcontractor at all levels.

This philosophy is reinforced and fulfilled as defined below:

- The CrowderGulf Safety Plan for the City shall be in place at all times to provide mandated directives, required actions, procedures and guidance for all levels of employees from initial response to final closure. The Safety Plan is intended to ensure that all employees work safely and remain safe.
- At all times, CrowderGulf will comply with appropriate safety/ security laws and regulations such as those established by:
  - The Occupational Safety and Health Act (OSHA),
  - The EPA (Environmental Protection Agency),
  - The DOT (Department of Transportation),
  - All other applicable federal, state and local safety and health regulations, and any additional safety standards required by the City

> **"I would like to take this opportunity to thank you and your crews for the industrious work performed for our City as a result of Hurricane Ike. Your crews should be commended for accomplishing such a monumental task in a short period of time."**
>
> **Toni Randall, Mayor**
> **League City, TX**

Corporate Commitment to Safety

CrowderGulf is committed to providing an accident free experience for our employees, subcontractors, visitors to our work sites and to the public we encounter during the execution of our projects. Our leadership team is firmly committed to the belief that "All Accidents Are Preventable". To emphasize our commitment to achieving an accident free experience in every CrowderGulf project, the company's senior executive, Mr. John Ramsay, serves as the senior Safety Official. Mr. Ramsay's personal attention to CrowderGulf's safety, health and accident prevention performance establishes an absolute standard of top priority for all personnel throughout the organization.

Many companies have written safety plans for individual safety topics, but few have a comprehensive plans designed to drive all company operations. CrowderGulf's corporate commitment to safety starts with its written Health and Safety Plan and includes all facets of company planning and operations. Our complete 368 page CrowderGulf Health and Safety Plan is available upon request.

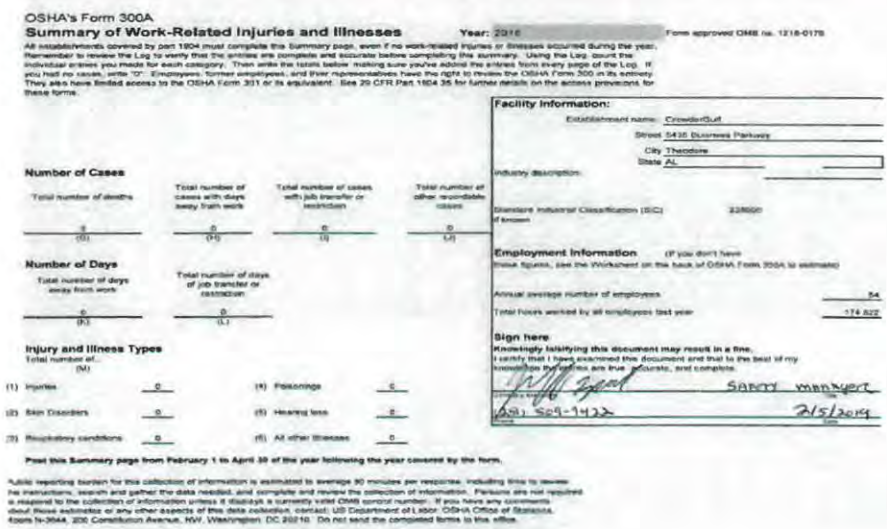
Safety Performance Summary

CrowderGulf takes tremendous pride in our safety record. Since 2011, CrowderGulf has received no citations, notifications or violations, pertaining to OSHA, or state OSHA. In that time period, CrowderGulf has worked approximately 1,371,960 and experienced a total of 3 recordables, which is well below industry standards and the last recordable incident took place in 2011. CrowderGulf believes that providing the safest possible work environment is most beneficial for the company, and our clients. CrowderGulf employs a full time safety manager and maintains an up to date, all inclusive safety manual pertaining to all of CrowderGulf's vast job scope. We also believe that training, communication and monitoring are the best ways to obtain a safe work environment. CrowderGulf policy is that daily tool box meeting are mandatory, and the JSA process is to be used as a communication tool for our workers. Every person involved in a CrowderGulf project has not only the right, but the responsibility to stop the job if an unsafe act or situation is discovered, or if there is a need for more understanding of the work process. These factors have allowed us to perform above average in regards to our safety record.

Year	Hours Worked	OSHA Recordable	Days Away From Work Cases	R.I.F Rate (Recordable Incident Frequency)	D.a.r.t. Rate (Days Away, Restrictions, or Transfers)
2017	148,975	0	0	0	0
2016	111,243	0	0	0	0
2015	94,222	0	0	0	0
2014	89,478	0	0	0	0
2013	92,630	0	0	0	0
2012	59,373	0	0	0	0

As of January 1, 2019 CrowderGulf has completed the last 2,859 days of work recordable free.

*We have included our most current **OSHA Form 300A – Summary of Work-Related Injuries and Illnesses** as additional documentation of our exemplary safety record. Previous year's forms can be provided upon request*



OSHA's Form 300A
Summary of Work-Related Injuries and Illnesses Year: 2016

Form approved OMB no. 1218-0176

All establishments covered by part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35 for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	0 (H)	0 (I)	0 (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	0 (L)

Injury and Illness Types
Total number of... (M)

(1) Injuries	0	(4) Poisonings	0
(2) Skin Disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Facility Information:
Establishment name: CrowderGulf
Street 5430 Business Parkway
City Theodore
State AL
Industry description:
Standard Industrial Classification (SIC) 238000 if known

Employment Information (If you don't have these figures, see the Worksheet on the back of OSHA Form 300A to estimate)
Annual average number of employees 54
Total hours worked by all employees last year 174,922

Sign here
Knowingly falsifying this document may result in a fine.
I certify that I have examined the document and that to the best of my knowledge the entries are true, accurate, and complete.
Safety manager
251-509-9422 2/5/2019

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 90 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to the office.

CrowderGulf's Site Specific Safety Plan

The Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) for the City shall include the following commitments:

- Maintaining a safety and health program that meets the requirements of OHSA and all applicable laws.
- Equipping employees and subcontractors with the required safety equipment, hard hats, clothing, and other safety materials necessary to perform specific work tasks.
- Preparing an Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) to inventory and address specific work hazards.
- Providing employees and subcontractors with continuing safety and health training necessary to enable them to perform their work in a safe manner.
- Assuring that at no time, while on duty, employees or subcontractors be under the influence of alcohol, narcotics, intoxicants or mind-altering substances. Violations of this policy may result in immediate dismissal.
- Assuring that employees and subcontractors be required to immediately report all accidents, injuries, and "near misses" to their supervisor.
- Conducting safety meetings to review past activities, plan for new or changed operations, review hazard analyses and establish safe working procedures.
- Communication of Health, Safety, Security and Environment (HSSE) standards will take place in orientation trainings, safety meetings specific to individual situations, daily tool box meetings, memo's and other ways CrowderGulf deems appropriate.
- Assuring that all associates, regardless of position know that they have the right to "Stop the Job" in the event of a HSSE deficiency.
- Conducting Job Hazard Analyses (JHA) to define the activities being performed, the sequences of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level.

A list of local Hospitals, Police Stations, and Fire/Emergency Response Stations will be provided as part of the Safety Plan after project activation.

SAFETY WILL BE THE PARAMOUNT CONCERN AT ALL TIMES

➢ Environmental Sensitivity

CrowderGulf is committed to unequivocal protection of the environment at all work sites and surrounding areas. This is accomplished by attention to organizational, operational and performance details. CrowderGulf personnel or subcontractors assigned to specific contractual duties that substantially impact environmental quality (i.e., incinerator operators) will have the quality of their work continually evaluated by a senior supervisor. Employees with duties partially or indirectly applicable to environmental protection will have those duties evaluated daily, whether relating to noise, smoke, dust, traffic, drainage or general containment actions or containment actions specifically related to hazardous materials.

Regulatory Permits and Compliance

CrowderGulf will ensure all applicable permits are obtained before work is started, including but not limited to the following:

- Air Quality
- Forestry
- Storm Water
- Reclamation of Surface Mining Sites
- Ground and Surface Water
- Local Health Department Permits

We work in full regulatory compliance with all agencies involved in disaster recovery including, but not limited to:

- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- United States Coast Guard (USCG)
- United States Army Corps of Engineers (USACE)
- Florida Department of Environmental Protection
- Florida Department of Health
- Florida Department of Transportation

Environmental and Historic Considerations

State and local regulations, laws and ordinances will be addressed and followed for all environmental and historic preservation issues. The following list provides a brief review of the primary Federal laws which must be considered during debris management practices.

- National Environmental Policy Act
- Clean Water Act
- Clean Air Act
- Coastal Barrier Resources Act
- Resource Conservation and Recovery Act
- Endangered Species Act
- Coastal Zone Management Act
- Fish and Wildlife Coordination Act
- Wild and Scenic Rivers Act
- Executive Orders
- National Historic Preservation Act

Specific Environmental Concerns

Spills or Leaks

Should a spill or leak occur during performance of this contract, CrowderGulf will report the spill or leak to the City. CrowderGulf shall be responsible for cleaning up all spills in compliance with federal, state, and local laws and regulations and at no cost to the City or other government entities.

Asbestos Containing Materials

CrowderGulf is experienced and capable of managing the removal of asbestos containing material. If asbestos is encountered during a recovery effort for the City, CrowderGulf will utilize its resources to ensure all asbestos related activities are in accordance with Environmental Protection Agency (EPA) requirements, specifically the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR Part 61, Subpart M.

CrowderGulf staff will always comply with all environmental laws and regulations. CrowderGulf will conduct all debris operations outlined in this proposal to meet the program standards provided for in the **FEMA 325 Debris Management Guide**. In addition, CrowderGulf will conduct all debris related operations in accordance with all applicable federal, state, and local laws, rules and/or regulations.

➢ Public Relations

After a disaster, residents want answers regarding recovery operations. CrowderGulf will work closely with the City to ensure that the residents are given accurate and timely information for their use and own individual planning purposes.

Developing a Public Information Campaign

Experienced CrowderGulf personnel will be available to assist the City in the development of a public information campaign. The information could include the parameters, rules and guidelines of debris operations so residents can begin their personal recovery activities. The language used will be simple and easy for all residents to understand. Materials and information may be distributed in more than one language for it to be understood by non-English-speaking populations and neighborhoods.

Distribution Strategy

The following are suggested vehicles for distributing the information:

- **Media** – Local television, radio, newspapers, or community newsletters
- **Internet Site** – City of Pompano Beach website
- **Public Forums** – Interactive meetings at town hall or shopping area kiosks
- **Direct Mail Products** – Door hangers, direct mail, fact sheets, flyers within billings, and billboards

Updates and Redistribution

The public information strategy will be able to address changes and revisions as debris removal operations progress. During the early stages of the operations, distribution may rely on the immediate transmission of the information through radio and television, to update the general public regarding the debris removal operations. Once operations become more routine and predictable, the information can be distributed through the print media, such as newspapers, mailings, and flyers.

Debris Information Center

CrowderGulf can assist the City in establishing a temporary debris information center to address concerns and complaints, and answer questions that are not included in the public information campaign at-large. The debris information center may also be utilized to report fraud. Regardless of the venue, it will be important to address the residents' concerns, complaints, and questions in a timely and efficient manner. Feedback from the information center will give the Management Team an indication of how effective and efficient the operations are progressing. The City and the On-Site Management Team may use this information to adjust operations appropriately.

Scope of Work Scenarios

CrowderGulf is extremely experienced and capable of handling all of the potential scenarios requested in the RFP. Our previously discussed Disaster Debris Management Plan, describes steps that will be taken with each of these scenarios. Depending on the size and severity of the disaster, we have the ability to increase forces as needed to meet specific needs and requirements. Some responses may require only a few small crews consisting primarily of skilled chainsaw operators. On the other hand, CrowderGulf has conducted debris management situations involving **over 91 simultaneous contracts** that required more than **140 Debris Management Sites, over 10,000 employees, over 8,000 pieces** of equipment and millions of cubic yards of debris. Whether managing debris recovery from spot jobs or a catastrophic event, CrowderGulf is prepared to assist the City of Pompano Beach with all aspects of their debris management projects from the planning stages through FEMA reimbursement.

The following scenarios and response plans are provided as examples of CrowderGulf's ability to respond to any disaster with the appropriate commitment of human and physical resources:

SCENARIO 1. SPOT JOBS – LOCALIZED

For this type of event, CrowderGulf will use its local resources to meet the City's project needs. Regardless of the scope of work we will provide experienced managers with the proper equipment and necessary resources needed by the City. If required, we will have resources and manpower capable of clearing critical routes and removing hazardous leaners and hangers within 24 hours of a Notice to Proceed (NTP). An experienced Project Manager will arrive on scene within 8-12 hours of notification of need and begin a damage assessment as directed by the City. Damage assessment will include documentation in the form of photographs, video and project sectoring / mapping.

Based on the damage assessment, the Project Manager, in consultation with the City's Debris Manager, will prepare a response plan delineating specific equipment and personnel needs to accomplish the City's objectives. Depending on the scope of work in this scenario, the response plan will be complete and ready for City approval within 24 hours. Based on preliminary discussions with the City and the City's approval of the response plan CrowderGulf's Project Manager, will mobilize crews with appropriate equipment to accomplish the work in a timely and orderly manner. If hauling is required, our Project Manager will coordinate with the City and their monitoring company to establish a timeline for the project. This will include monitor training, truck certification and the location a DMS (if required), any necessary permits and or testing.

Field Supervisors, quality control and safety personnel will oversee and document each work site and provide close coordination between the field work and the City & Monitoring Firm. CrowderGulf's Project Manager will provide status reports to the City. All of CrowderGulf's debris removal efforts will be documented daily and available to the City to review via a secure website. This type of transparency and accountability enables the City to remain informed of disaster expenditures and the efficiency of the debris removal process.

There may be as few as one to two crews assigned or a multitude of teams assembled as determined by the Project Manager and the City representative during the preliminary damage assessment. Depending on the need and specific tasks, each crew may consist of the following:

- Two pieces of rubber-tired pushing / loading equipment such as backhoe loaders, rubber tired front-end loaders, and skid steer loaders with operators
- Two - three chain saw operators, laborers, and flaggers with transport vehicles
- Three – five 16 to 20 cubic yard capacity dump trucks and/or two to four 35- 55 cy self-loading trucks with drivers
- One Quality Control/Foreman with communications capability and pickup truck
- If needed, a minimum of one professional Arborist and at least one-two crews of Tree Removal Specialists to assist in tree and limb removal and stabilization projects. Tree crews will use their expertise in stabilizing and or removing hazardous trees utilizing specialized equipment and proven techniques.

Depending on the amount of damage throughout the 25 square miles of the City and the direction given by the City to CrowderGulf, crews may simultaneously begin removal efforts in different areas of the City to augment City crews and remove the debris as quickly as possible. This effort will demonstrate a presence throughout the City and enhance overall citizen satisfaction. Pending approval of the City, CrowderGulf will operate debris loading and hauling during daylight hours, seven (7) days a week.

Actual Examples

CrowderGulf has successfully completed many jobs with a similar scope of work as described in Scenario 1. In 2017 following Hurricane Irma, CrowderGulf assisted Coleman, Florida in the removal of 3,030 cubic yards of debris. CrowderGulf removed and disposed of vegetation, mulch and six stumps. The reduction was by grinding and the County self monitored all operations. CrowderGulf assisted in the reconciliation and documentation process, working directly with the County to provide all needed information for FEMA reimbursement.

In 2015, the City of Friendswood, TX activated CrowderGulf to help recover from a tornado that impacted part of the City. CrowderGulf removed approximately 9000 cubic yards of debris in 7 days with 145 loads hauled directly to the final disposal. Another example includes two 2015 activations in Corpus Christi, TX, to help the City recover after flooding and high wind events. These activations involved removal and hauling vegetative & C&D debris to final disposal.

In Edenton, NC, after Hurricane Irene in August 2011, damage consisted of vegetative debris only. The town used their own resources to remove some of the debris. They activated CrowderGulf when they exceeded their capacity to complete the cleanup. CrowderGulf used two crews with hauling and leaner/hanger capabilities to remove 3,255 cubic yards of debris in 5 days. CrowderGulf reduced and disposed of the debris. In addition, the City contracted CrowderGulf to reduce and dispose of the debris picked up by their City trucks. Over the duration of the project, we ground and disposed of 8,635 cubic yards of vegetative debris.

Documentation

Typically, this type of work may begin during the "emergency clearance" phase of an event in which a formal declaration may not have been made or when a client does some of the initial cleanup work but wants to finish within a short timeframe. Regardless of the size, type or timing of the work, it is critical to collect and maintain accurate documentation of damages and of recovery work. Throughout the project, CrowderGulf will document all work in compliance with the Public Assistance Program and Policy Guide (incorporating **FEMA 325)** regulations. Our documentation may include; before and after photographs of the damaged areas to include aerial photos taken by drone, maps, and if the tasks require, indemnification agreements for work involving private property.

All hours, equipment and materials will be documented daily on forms consistent with FEMA requirements and be compatible with the City's capabilities for downloading and accessibility. These forms will be validated at the close of each day by Field Supervisors and the Project Manager, and the City's Debris Manager/representative to gage the progress and plan for continued debris removal efforts. All documentation will be reviewed and reconciled with the City and or their monitoring contractor prior to invoicing. In the event that hauling is required, truck certification forms and load tickets will be utilized, reviewed and double checked for accuracy and legibility. All documentation will be maintained by CrowderGulf for 7-10 years.

CrowderGulf management includes previous FEMA Regional Directors and numerous debris specialists that are very knowledgable in working within the guidelines of FEMA's Public Assistance program. They are experienced and available in assisting clients in taking advantage of the alternate procedures in the Pilot program in order to expedite debris removal and recieve additional reimbursement.

CrowderGulf can assist the City of Pompano Beach by establishing removal priorities, augmenting their crews to expedite debris removal, and establishing accelerated debris removal schedules. CrowderGulf will meet and or exceed the expectations of the City and will aid in establishing clear objectives while providing a safe working environment for all workers and the traveling public.

CrowderGulf follows FEMA documentation requirements for all debris removal work. An example of the type of documentation for hazardous tree and hangers if referenced below:

CrowderGulf's work for Berkeley County, SC after the 2014 ice storm is an example of a job requiring specific, detailed documentation, and involving removing hanging limbs and leaning trees, hauling and disposal of the resulting vegetative debris. During this project, hanging limbs were removed from over **19,000** trees which produced **179,300** cubic yards of vegetative debris that was removed and taken directly to the disposal site. This work utilized 9 tree crews and 9 hauling crews consisting of 19 debris hauling trucks, and was completed in a little over two months.

SCENARIO 2. SMALL EVENT – WIDESPREAD OR CITYWIDE

Response

All procedures that are included in the previous Scenario will also apply to Scenario 2. In addition, our resources will be provided in greater quantities and we will stage the necessary equipment in or near the City at pre-determined locations identified during our site visits (During Ice Storm Pax, CrowderGulf utilized the parking lot of a local shopping center). If requested, we will have a project manager present in the City's Emergency Operation Facility prior to the event. After conducting a damage assessment, CrowderGulf will start its forces in numerous areas throughout the City. A representation of a kickoff for this type of event could include 4-8 debris trucks and 3 or more tree crews with bucket trucks for removing leaners and hangers.

During this event, the Project Manager will coordinate with the City to determine if a Debris Management Site (DMS) is needed to facilitate debris removal. In order for debris hauled to a DMS to be FEMA eligible for reimbursement it must be reduced before hauling to final disposal.

Whether CrowderGulf provides the DMS facility or utilizes pre-existing sites, our goal will be to have the DMS fully functional within 48 hours of a NTP. Each DMS site will be photographed and soil testing (if required) and monitoring will be performed throughout the use of the site facility. Land use development will include roads for safe ingress, and egress, proper segregation of materials, construction of monitoring towers and/or other necessary facilities.
Staffing for the DMS will include a site manager, a segregation crew which consists of one foreman, one equipment operator, two laborers and a skid steer, safety personnel and tower monitors. The Project Manager along with our Reduction Specialist and Safety Coordinator will develop site specific plans for each DMS facility. These plans will include site layout, copies of any necessary permits and land use agreements as well as the site specific safety and environmental plan. At the completion of the project, all remaining debris will be removed and either taken to a recycle facility or for final disposal. Land used for the DMS will be returned to its original condition and the City will be provided with all necessary documentation on the site reclamation.

All work will be conducted and documented in compliance with **FEMA Public Assistance Policy** regulations.

CrowderGulf's **Debris Operations Plan** provided in this proposal outlines specific details of both response and recovery field operations, from mobilization through documentation.

Actual Examples

Early in 2015, the City of Raleigh, NC, activated the pre-event contract and called on CrowderGulf to assist the City's resources in debris removal operations within the City. Our Director of Operations, Nick Pratt, assisted the City with preliminary assessment and immediately mobilized equipment and resources to the area to begin debris removal operations. The operation consisted of debris pickup from rights-of-way. CrowderGulf removed approximately 30,000 cubic yards of debris during the week long project.

After 2011, Hurricane Irene, CrowderGulf was activated by Newport News, VA, to conduct debris operations. As part of our normal operating procedures, after an initial damage assessment, we began working simultaneously in all eight areas of the City that were damaged. This approach helped residents see that the City was taking the necessary steps to quickly remove the debris. CrowderGulf removed 85,000 cubic yards of debris with 20 trucks in three weeks and reduced the debris by grinding at a City-owned property where CrowderGulf developed a DMS. At the end of the project, this property was returned to its original condition at no extra cost to the City of Newport News

The reduced debris from this project was recycled as much as possible by giving it to private residents, using it at the City's compost site, and by taking it to paper mills within the area. The remainder was taken to the final disposal site where much of it was used as a cover within the landfill. All of this work was carefully documented to ensure FEMA reimbursement.

CrowderGulf's President, John Ramsay, utilizes his degree in Agriculture and his many years of experience in agronomy, tree farming and debris management to assist our clients in identifying recycle opportunities, providing consumers for recyclibles and developing innovative solutions to recycling challenges. In addition, our Company has developed a debris specific accounting system to track individual and specialized project costs. This system allows for reliable documentation to our clients for reimbursement. Although, FEMA nolonger provides an incentive for recycling, many of our Clients have recycling plans for their community that outline specific goals and objectives. CrowderGulf will work with our clients to assist in meeting designated initiatives whenever possible. Upon contract activation, our team will work with our client to identify all potential recycling opportunities if requested.

SCENARIO 3. SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING WOODY DEBRIS ONLY – WIDESPREAD OR CITYWIDE

Response

In addition to the response procedure described for Scenario 1 and 2 events, this event may require more than one DMS, depending on how widespread the damage may be. Depending on the details of each site, reduction may be done by burning, grinding or both, depending on the City of Pompano Beach's desired method of reduction. Each site will operate independently and have its own manpower and equipment (as described in Scenario 2). In addition, several pieces of heavy equipment, grinders and or air curtain incinerators with operators may be added to the DMS. Flaggers will be used at the entrance and exit points to assist with traffic control into and out of the facility. The DMS will be fully functional within 48 hours of a NTP and reduction by grinding or burning will start within 72 hours of receiving debris.

As with Scenario 2, debris will be removed and properly disposed at designated facilities and plans, testing and site documentation will be administered. Any damage to the DMS would be remediated at the completion of the project. All cleanup operations will be documented in accordance with FEMA and City requirements and in accordance with environmental regulations.

All work will be conducted and documented in compliance with **FEMA Public Assistance Policy** regulations.

ACTUAL EXAMPLES

This type of event is similar to the operation we successfully completed in 2017 for League City, Texas following Hurricane Harvey. Hurricane Harvey produced unprecedented rainfalls throughout the City. Parts of the community endured as estimated 49.84 inches of rain in five days, equaling nearly a year's worth of rain. Prior to flood waters receding, CrowderGulf had boots on the ground in the State of Texas. Our project management team provided debris assessments to our clients and brought skilled response crews into the State to immediately begin work as flood waters receded.

CrowderGulf worked with the City of League City to section off the City and provide debris removal resources in all seven of their identified "hardest hit" areas, simultaneously. CrowderGulf utilized 22 hauling units and disposed of the debris at two identified disposal facilities. CrowderGulf removed 11,461 cubic yards of vegetative debris, 3,209 white goods, 3,491 E-waste items and 109,220 lbs of House Hold Hazardous Waste. This project was monitored by Tetra Tech

Rocky Mt., NC, after Hurricane Irene. We hauled in 253,360 cubic yards of debris utilizing thirty-five (35) trucks over seven (7) weeks. CrowderGulf reduced debris by grinding and hauled 66,110 cubic yards to a disposal site.

SCENARIO 4. SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING MIXED DEBRIS - WIDESPREAD OR CITYWIDE

Response

In addition to all the procedures and resources included in a Scenarios 1, 2 and 3, CrowderGulf will add segregation crews at its TDSRS (If the City wishes to separate the debris vs a direct haul to final disposal). A typical segregation crew may consist of one foreman, one equipment operator, two (2) laborers and a skid steer. Debris will be segregated into six (6) areas for reduction or further handling. These include clean vegetative debris, vegetative debris with foreign matter, construction and demolition debris, recyclable debris, white goods and hazardous waste. Depending on the severity of the event, additional debris removal crews can be deployed to begin work with 48 hours of the NTP.

Actual Example

Hurricane Harvey struck the Southern Texas Coast on August 25, 2018 and unlike many past hurricanes, Harvey did not move quickly. After its initial landfall, it stalled over Southeast Texas for quite some time. The typical damages caused by strong hurricane force winds were swiftly surmounted by the damages caused by the unprecedented and overwhelming rain amounts that fell on Southeast Texas. Hurricane Harvey easily became one the wettest storms ***ever recorded*** in the continental United States leaving over 60 inches of rainfall in some areas.

Having worked in the City of Friendswood, Texas on numerous occasions prior to Hurricane Harvey, CrowderGulf was familiar with the City and the knowledgeable personnel who worked there. The City of Friendswood contacted CrowderGulf on August 29th to set up a coordination meeting. CrowderGulf met with the City staff the same day to discuss a notice to proceed, mobilization and the start date. Brian Smallwood, Texas Regional Manager for CrowderGulf, along with Terry Byrd, Friendswood Emergency Management Coordinator & Fire Marshall and Brian Mansfield, Deputy Director of Emergency Management established a goal to start operations on September 6th to remove and dispose of debris from the estimated 3,000 homes that were flooded. The City requested all operations be complete within 180 days. CrowderGulf quickly mobilized the necessary resources and started on September 6th as requested by the City. All disaster debris management operations were monitored by TetraTech. The debris was directly hauled to the Dixie Farm Road Landfill. Overall, CrowderGulf removed and disposed of over 135,000 cubic yards of debris from the 21.7 square miles of land that's occupied by the 35,000 residents of Friendswood, TX. (In addition to the removal of 135,952 cubic yards of vegetative debris, CrowderGulf removed 5,804 white goods, 7,684 E-waste products and 182,460 lbs of Household Hazardous Waste.)

SCENARIO 5. CATASTROPHIC EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING – MIXED DEBRIS – CITYWIDE

Response

For a Catastrophic event, all the procedures included in Scenarios 1-4 would apply. If requested, CrowderGulf will stage equipment and resources prior to the event and have a senior Project Manager present in the City's Emergency Operations Center prior to the storm for planning purposes. We will have management resources on the ground within twenty-four (24) hours for the emergency PUSH planning. Debris Crews and Equipment resources will be working within 48 hours of establishing an approved recovery plan. (If utilizing a monitoring company, it takes 24-48 hours to have monitoring personnel trained and equipped to begin the monitoring process). CrowderGulf's Project Management Team will utilize the first 24-48 hours to begin their damage assessment and sectioning of the City and crews assigned to each of the damaged areas so that debris will be removed concurrently in all areas of the City. TDSRS development will begin immediately upon NTP and site selection. Grinders and or air curtain burners will be deployed for use within forty-eight (48) hours of the start of debris removal. Documentation and Emergency Management specialists will be onsite to train local personnel who will be working at each TDSRS office. All documentation will be available online for review by the City. Updates will be given to local personnel by our senior managers every morning and our experienced marketing team can assist the City with public notices via radio, newspaper and TV, if requested.

Actual Example

After Hurricane Harvey, in September of 2017, CrowderGulf crews removed and reduced 2,006,840 cubic yards of debris from Aransas County, Texas rights-of-ways. The overall cost to Aransas was $24,406.652. An Emergency PUSH operation was not conducted by CrowderGulf for this activation however, CrowderGulf assisted the County in the removal and disposal of mixed vegetative and construction and demolition materials. This material had to be segregated and hauled to the proper facility for disposal. CrowderGulf removed, transported and disposed of 14,938 leaners/hangers, 6,039 white goods and 22,760 lbs of HHW. Debris was reduced by grinding at three separate sites.

CrowderGulf's **Debris Operations Plan** provided in this proposal outlines specific details of both response and recovery field operations from mobilization through documentation.

SCENARIO 6: CATASTROPHIC EVENT – SITE MANAGEMENT – CITY WIDE

Response

For a Catastrophic event, all the procedures included in Scenarios 1-4 would apply. If requested, CrowderGulf will stage equipment and resources prior to the event and have a senior Project Manager present in the City's Emergency Operations Center prior to the storm for planning purposes. We will have resources on the ground within twenty-four (24) hours for the emergency PUSH procedure. Hundreds of trucks will be working within 48 hours of establishing an approved recovery plan. The City will be sectioned and crews assigned to each damaged area so that debris will be removed concurrently in all areas of the City. TDSRS development will begin immediately upon NTP and site selection. Grinders and or air curtain burners will be deployed for use within forty-eight (48) hours of the start of debris removal. Documentation and Emergency Management specialists will be onsite to train local personnel who will be working at each TDSRS office.

All documentation will be available online for review by the City. Updates will be given to local personnel by our senior managers every morning and our experienced marketing team will assist the City with public notices via radio, newspaper and TV, if requested.

Actual Example

Polk County, FL experienced a Scenario 5 event after Hurricane Irma in 2017. CrowderGulf removed 2,370,172 cubic yards from Polk County alone, in just a few months' time. The damage from the hurricane was spread throughout numerous counties in FL and required significant resources to be deployed quickly. CrowderGulf had tremendous success in the recovery effort and holds valued relationships with all the communities affected. Overall we removed, reduced and disposed of 10,984,801 cubic yards of debris in Florida alone after Irma all the while, working in the State of Texas to complete the removal and disposal of 5,113,917 cubic yards of debris for 26 contract activations following Hurricane Harvey.

SCENARIO 7: CATASTROPHIC EVENT – TOTAL MANAGEMENT – CITYWIDE

Response

A No. 7 Catastrophic Event inclusive of total management citywide is one of great measure and tremendous need for pre planning. Very large storms are accountable for extreme damages and the cleanup operations typically last for several months. CrowderGulf has vast experience with these type events and currently has full time senior personnel on staff with specific experience in large scale debris removal operations. These will be the same senior managers who conduct the yearly free pre-planning and training meetings in which the City will define the issues of importance such as required response times, pre-positioned equipment staging locations, critical emergency routes and potential TDRS locations. Numerous debris sites will be established and several senior project managers and debris reduction managers for CrowderGulf will be on staff to provide necessary supervision for such a large scale operation.

CrowderGulf will set up a field office to handle all documentation and if necessary its mobile command center for use by our team and the City. All tickets and other documentation will be scanned and entered into our database daily. Our documentation team will work closely with the City or representative to reconcile data for invoicing. All CrowderGulf employees shown in the organizational chart will be activated and involved in a large disaster recovery project. All work will be conducted and documented in compliance with all FEMA regulations.

Actual Example

After Hurricane Ike in 2008, CrowderGulf established 25 TDSRS for over 35 contract activations. For several months, we pushed hard to remove debris as fast as possible from the numerous counties and cities throughout Texas and its Coast. We managed, hauled, reduced and disposed of debris from ROW, ROE and waterways. Included were vegetative debris, construction and demolition debris, white goods, tires and abandoned vehicles and vessels. Disaster generated debris was also removed from 25 miles of protected levees and 5 miles of ship channel. We cleaned the beaches and constructed berm to return the areas to normalcy for the communities. Debris was reduced by both grinding and burning and overall we removed in excess of 10,000,000 cubic yards of debris totaling over $168,000,000 in FEMA reimbursement.

Accurate and detailed documentation is crucial to successfully obtaining federal reimbursement. CrowderGulf personnel worked closely with all clients to ensure that over 200,000 debris tickets generated after Hurricane Ike were reconciled and invoices were accurate. This greatly assisted clients in achieving federal reimbursement from FEMA. CrowderGulf did not receive any payments until six months into the project. However, because of CrowderGulf's financial backing and stability, all subcontractors were paid weekly throughout the projects.

State of Florida
Department of State

I certify from the records of this office that CROWDER-GULF JOINT VENTURE, INC. is a corporation organized under the laws of the State of Florida, filed on September 3, 2002.

The document number of this corporation is P02000095020.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 7, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventh day of February, 2019

Secretary of State

Tracking Number: 8428571045CC

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

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 451-7433

EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PROGRAM

This company is an equal employment opportunity employer. It is the policy of this company to assure that applicants are employed, and that applicants are treated during employment, without regard to their race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law. Such action shall include: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job-training.

1. Publication and dissemination of this company's written policy of equal employment opportunity.
   A. Each employee is informed that we are an equal opportunity employer and where our policy is posted.
   B. Our policy is reviewed annually, or more frequently if required by contract, with all supervisory personnel.

2. Appointment of Equal Employment Officer charged with the responsibility of securing compliance and advising corporate Officials of progress.
   Equal Employment Officer: Mary G. White
   Office #: 251-478-6848
   Email: hr@crowdergulf.com

3. Notification of all recruitment sources that the company, as an equal opportunity employer, solicits referral of qualified applicants without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.

4. The upgrading and promotion of employees shall be made based on qualifications and ability without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.

5. We request from all employees, especially minorities and females, that they refer any qualified friends or relatives to us for employment.

6. All company facilities and activities shall be non-segregated.

7. All Advertisements for employment shall contain the statement, "We are an Equal Opportunity Employer".

8. We continuously monitor, control, evaluate, and obtain feedback in regard to the application of our Equal Employment Opportunity policy at all levels.

9. All personnel activities shall be monitored to ensure that this Equal Employment Opportunity policy is being carried out.

10. CrowderGulf complies with all federal and state laws and regulations regarding Equal Employment Opportunity.

11. In succession to the previous EEO Officer, effective Mary G. White was appointed EEO Officer for the company effective 8/15/2011. Any person who believes he or she has been discriminated against should direct their complaint to Mary G. White.

John Ramsay
President & CEO

E-Verify
Employment Eligibility Verification

Welcome Kelley James | User ID KJAM1688 | Last Login 12:27 PM - 11/11/2010 | Log Out

Home
My Cases
New Case
View Cases
My Profile
Edit Profile
Change Password
Change Security Questions
My Company
Edit Company Profile
Add New User
View Existing Users
Close Company Account
My Reports
View Reports
My Resources
View Essential Resources
Take Tutorial
View User Manual
Contact Us

Company Information

Company Name: CrowderGulf Joint Venture. View / Edit

Company ID Number: 312220
Doing Business As (DBA) Name:
DUNS Number:

Physical Location:
Address 1: 5435 Business Parkway
Address 2:
City: Theodore
State: AL
Zip Code: 36582
County: MOBILE

Mailing Address:
Address 1:
Address 2:
City:
State:
Zip Code:

Additional Information:
Employer Identification Number: 10826019
Total Number of Employees: 20 to 99
Parent Organization:
Administrator:

Organization Designation:
Employer Category: None of these categories apply

NAICS Code: 562 - WASTE MANAGEMENT AND REMEDIATION SERVICES View / Edit

Total Hiring Sites: 1 View / Edit

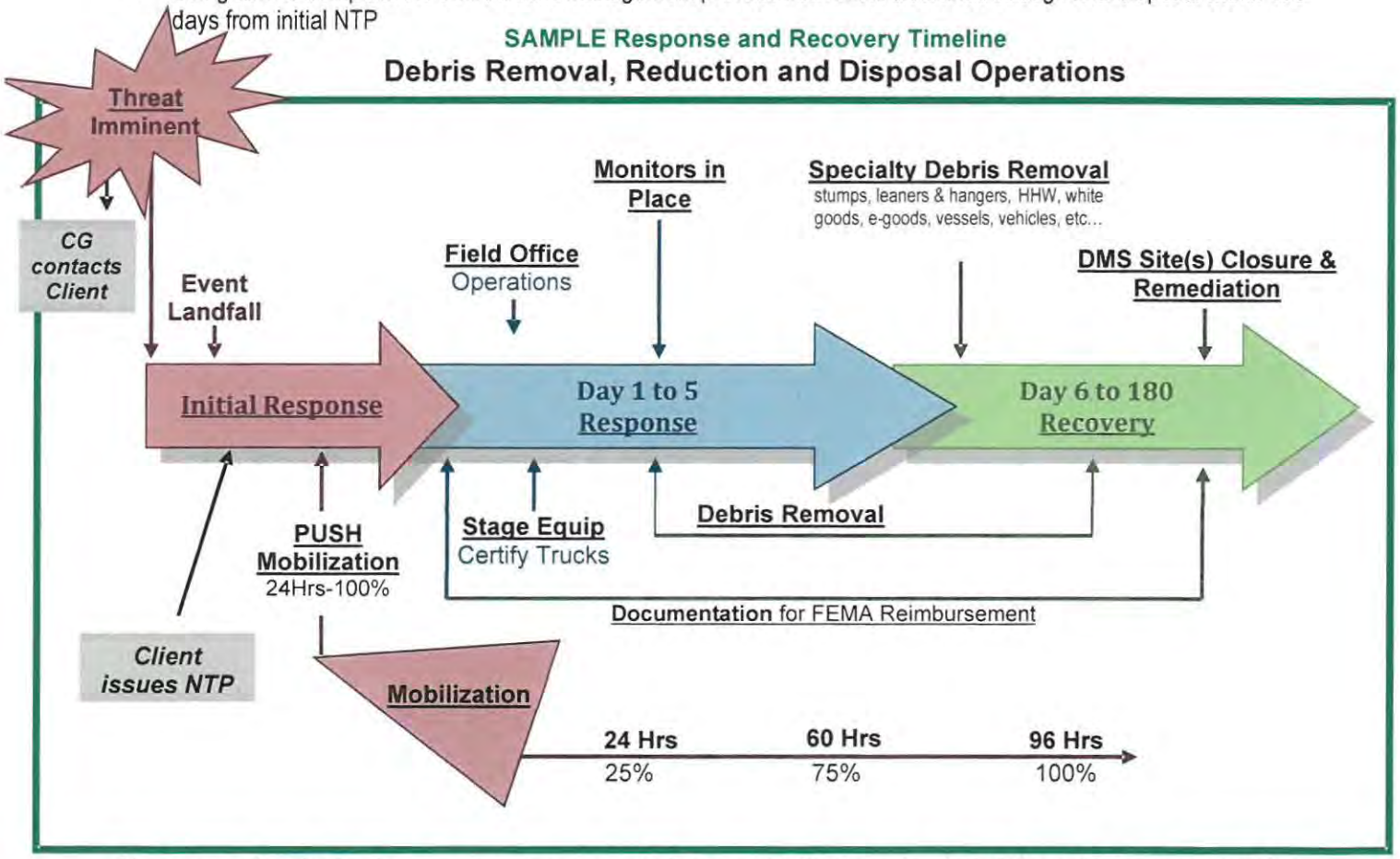
Total Points of Contact: 3 View / Edit

D. Schedule

Sample Mobilization Parameters

Below are CrowderGulf's anticipated mobilization timelines for debris removal work. In most post-disaster situations, CrowderGulf has been able to meet these obligations. CrowderGulf has **never failed** to meet the end timelines for completing all projects and remains committed to **meeting all timelines**.

- Contacting the City's Emergency Operations Manager 72 hours prior to a predicted disaster event.
- Providing an advance CrowderGulf representative to the City's Emergency Operations Center 24-48 hours prior to a predicted disaster event or upon receiving notification of pending activation, if requested.
- Staging personnel and equipment in close proximity to the City to provide rapid deployment after the storm, while protecting those assets from damage/destruction by the event.
- Mobilizing resources and being operational for clearing debris and opening critical routes ("PUSH") within 24-48 hours of NTP if requested by the City.
- Being fully operational for hauling, sorting, and storing of debris within 48 hours of initial NTP.
- Being fully operational for reduction and disposal of debris within 72 hours of initial NTP.
- Maintaining full operational capability, 24 hours per day, 7 days per week for an extended period of time.
- Being able to clear all debris from all City maintained streets, roads and highway rights-of-way within 90 days from initial NTP.
- Rapidly adjusting the flow of resources based on the extent and magnitude of damage/debris.
- Providing Rapid Response Crews (RRC) as may be required.
- Being able to complete the entire debris management process from initial clearance through final disposal within 180 days from initial NTP



Because each activation / storm presents separate challenges and situations, the above information has been provided as a sample. During our pre-event training sessions with the City, we will work to frame out possible timelines for minor and major activations.

COMPLIANCE WITH 2 C.F.R. PART 200, APPENDIX II
(SUPPLEMENTAL PROVISIONS APPLICABLE TO PROCUREMENTS
FUNDED IN WHOLE OR IN PART THROUGH ANY FEDERAL AWARD OR GRANT)

The Successful Contractor shall be required to adhere to the requirements set forth in this Exhibit, which may be incorporated into the Contract resulting from E-18-19 (the "Bid"). References to "MUNICIPALITY" shall refer to the City of Pompano Beach, Florida, and references to "CONTRACTOR" shall refer to the Contractor awarded the Bid.

CONTRACTOR AGREES TO ABIDE BY THE FOLLOWING REQUIREMENTS:

EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR must comply with Executive Order 11246 (3 CFR, 1964-1965 Comp., p. 339), "Equal Employment Opportunity," as amended by Executive Order 11375 (3 CFR, 1966-1970 Comp., p. 684), "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." In accordance with such requirements, during the performance of this Contract, CONTRACTOR agrees as follows:

A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

D. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments

under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

G. In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. CONTRACTOR will include the provisions of subparagraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (CONTRACTS IN EXCESS OF $100,000 THAT INVOLVE THE EMPLOYMENT OF MECHANICS OR LABORERS)

A. Overtime requirements. Neither CONTRACTOR or subcontractors contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, CONTRACTOR and such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. MUNICIPALITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of CONTRACTOR or such subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACTS

A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. CONTRACTOR agrees to report each violation to MUNICIPALITY and understands and agrees that MUNICIPALITY will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

C. CONTRACTOR agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. CONTRACTOR agrees to report each violation to MUNICIPALITY and understands and agrees that MUNICIPALITY will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, FEMA, and the appropriate Environmental Protection Agency Regional Office.

C. CONTRACTOR agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FEMA.

ENERGY EFFICIENCY

CONTRACTOR and each subcontractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

SUSPENSION AND DEBARMENT

Federal regulations restrict MUNICIPALITY from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. Accordingly, a contract or subcontract must not be made with any parties listed on the System for Award

Management ("SAM") Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C during the term of this Contract and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) CONTRACTOR must verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov and complete the Debarment Certification attached hereto. This certification is a material representation of fact relied upon by MUNICIPALITY. If it is later determined that CONTRACTOR failed to comply, in addition to remedies available to the Florida Division of Emergency Management and MUNICIPALITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING (CONTRACTS EXCEEDING $100,000.00)

Contractor must complete the required Lobbying Certification attached hereto. Each tier must also certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

(i) Competitively within a timeframe providing for compliance with the Contract performance schedule;

(ii) Meeting Contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

A. CONTRACTOR agrees to provide MUNICIPALITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents,

papers, and records of CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the Contract.

RETENTION OF RECORDS

CONTRACTOR shall retain all required records for at least five years after MUNICIPALITY makes final payment and all other pending matters are closed.

DHS SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund some of all of the services required under this Contract. CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the MUNICIPALITY, CONTRACTOR, or any other party pertaining to any matter resulting from the Contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to CONTRACTOR's actions pertaining to this Contract.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

(1) Affirmative steps for the prime contractor to take regarding subcontractors must include:

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

(2) Contractor shall sign the Statement of Compliance - Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

DAVIS-BACON ACT (PRIME CONSTRUCTION CONTRACTS IN EXCESS OF $2,000)

Contractor shall comply with the requirements of the Davis-Bacon Act as set forth in 29 C.F.R. §5.5. Contractor shall sign the Statement of Compliance (Davis-Bacon Act) form.

COPELAND ANTI-KICKBACK ACT (PRIME CONSTRUCTION CONTRACTS IN EXCESS OF $2,000)

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.
The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

STATEMENT OF COMPLIANCE (DAVIS BACON ACT)

The undersigned CONTRACTOR hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by the Davis Bacon Act and the applicable conditions of the Contract.

Dated March 27, 20 19

CrowderGulf Joint Venture, Inc.
Contractor

By
(Signature)

By John Ramsay, President & CEO
(Name and Title)

STATE OF (Alabama)
) SS.
COUNTY OF (Mobile)

The foregoing instrument was acknowledged before me this 27th day of March, 20 19 by John Ramsay who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 27th day of March, 20 19.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

John Ramsay
(Print Name of officer taking acknowledgment)

President & CEO
(Title or rank)

My commission expires: 09/14/2022

(Serial number, if any)

KERRIE A. NOLL
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
September 14, 2022

BYRD ANTI LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

To be submitted with each bid or offer exceeding $100,000.00

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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, CrowderGulf Joint Venture, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.* apply to this certification and disclosure, if any.

John Ramsay

Signature of Contractor's Authorized Official

John Ramsay, President & CEO

Name and Title of Contractor's Authorized Official

Date 03/27/2019

STATEMENT OF COMPLIANCE - SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The undersigned CONTRACTOR hereby swears under penalty of perjury that CONTRACTOR took the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms were used when possible:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Dated March 27, 2019

CrowderGulf Joint Venture, Inc.
Contractor

By _____
(Signature)

By John Ramsay, President & CEO
(Name and Title)

STATE OF (Alabama)
) SS.
COUNTY OF (Mobile)

The foregoing instrument was acknowledged before me this 27th day of March, 2019, by John Ramsay who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 27th day of March, 2019.

(NOTARY SEAL)

_____
(Signature of person taking acknowledgment)

John Ramsay
(Print Name of officer taking acknowledgment)

President & CEO
(Title or rank)

My commission expires: 09/14/2022

_____
(Serial number, if any)

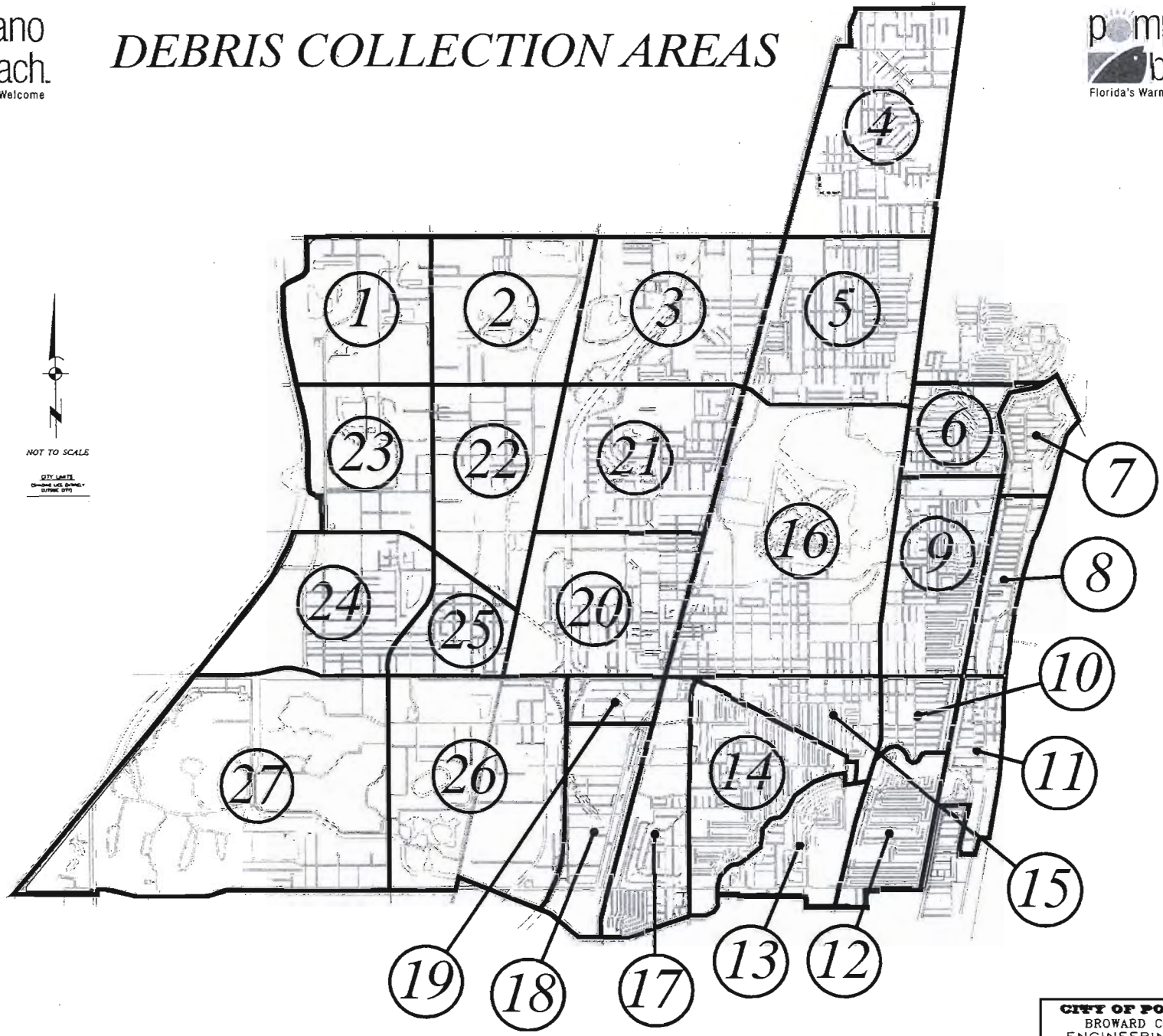
KERRIE A. NOLL
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
September 14, 2022

ATTACHMENT B

Work Zones

pompano beach
Florida's Warmest Welcome

DEBRIS COLLECTION AREAS



pompano beach
Florida's Warmest Welcome

CITY OF POMPANO BEACH
BROWARD COUNTY, FLORIDA
ENGINEERING DEPARTMENT
CITY MAP

Drawn By: S.S./K.J.B.	Date: 08/01/05	Checked By: H. GRAY	Date: 08/01/05

ATTACHMENT C

Vehicle and Equipment List

Equipment / Mobilizing Large Workforces

Company-owned/Leased Equipment

CrowderGulf maintains a large inventory of company-owned/leased equipment that is debris specific and available for immediate response to a disaster. Company-owned/leased equipment will be pre-positioned for emergency PUSH operations and dispatched to the disaster area immediately upon the receipt of a NTP in order to begin restoring critical services in the City of Pompano Beach as quickly as possible.

The following is a partial list of company-owned equipment available for use in any debris operation:

EQUIPMENT	UNITS
• Self Loading Trucks; (30 – 100 cubic yards)	65
• Dump Trucks (16 yards – 50 yards)	153
• Rubber Tire Loaders (equipped with debris handling grapples)	26
• Rubber Tire and Track Equipped Excavators (with buckets and grapples)	18
• Pick-Up Trucks (equipped with portable phones for Foremen)	25
• Service Trucks	12
• Skid-Steer Loaders (equipped with buckets and grapples)	10
• Cherrington Beach Cleaners 4500 & 4500 XL	5
• Stationary Power Screens – (sand screener)	2
• Diamond Z 14' Tub Grinders	6
• Shallow and deep water boats equipped with latest sonar and photo equipment	4
• Barges, tugs and large boats for heavy marine debris removal	4

Equipment Rental Agreements

CrowderGulf also maintains active accounts with all major national equipment rental companies to supplement equipment needs as may be required (i.e. Beard, Hertz, Caterpillar, John Deere, United Rental, Sunbelt, etc.).

All equipment shall meet all federal, state and local regulations.

Additional Equipment Information

- All equipment used for this contract will be rubber wheeled or rubber tracked unless otherwise approved by the City.
- To the maximum extent possible, CrowderGulf and its subcontractors shall use self-loading trucks with grapples or grapple attachments. Hand loading will not be permitted.
- No subcontractor will be allowed to solicit work from private citizens while assigned to the contract.
- No equipment assigned to this contract will be used for any other contract work.
- All trucks will be marked with proper signage. The lettering will be 3 inches in height or greater to allow for readability and clarity.

Repair and Maintenance Equipment

CrowderGulf has the ability to perform maintenance and repair in the field, where the work is happening. Local resources may have experienced damages or have other responsibilities that take priority over their business such as family matters. To insure we have safe functioning equipment, over the years CrowderGulf has built a large support system for our company owned equipment and subcontractor equipment should they need assistance.

Service Trucks - CrowderGulf often utilizes our fleet of smaller service vehicles. These are typically one plus ton trucks outfitted with specialized equipment to make field services easier to complete. Features of these trucks include the following:

- Air compressors
- Welding equipment
- Boom cranes
- Tommy-gates
- Lubricant
- Exhaust and other fluids
- Small tools
- Misc. small parts

Box Service Trucks - When a repair or service requires heavier equipment and additional support, CrowderGulf provides our "box trucks" which have several different types of equipment to allow the CrowderGulf employed full-time mechanic more options when conducting repairs. These units typically keep on hand the following supplies:

- Several sets of various size tires
- Large air compressors
- Welders
- Lift gates
- Hoses
- Fittings
- Hydraulic lines
- Hydraulic hose crimping machines
- Lubricant
- Exhaust and other fluids
- Small tools
- Misc. small parts

Mobile Repair Shop

CrowderGulf also owns a state of the art mobile repair shop. This is a larger unit, towed by a semi-truck. Once set up in an area, this unit performs the same as a shop. Features of this unit are self-contained, diesel powered electrical system, full hydraulic hose manufacturing ability, tool room, tire racks, outside flood lighting, and many other features that allows this unit to function like a full featured automotive repair shop. No matter what the situation is, CrowderGulf, utilizing our in-house assets, can maintain our fleet during any size activation.

Anticipated Outside Support/Subcontractor Equipment

CrowderGulf's has developed a Nationwide Database of Approved and Trusted Subcontractors & Vendors. It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in compliance with **44 CFR 206.10**. We also endeavor to employ a percentage of qualified Minority Business Enterprise (MBE) subcontractors. In previous disaster activations, CrowderGulf has pre-positioned manpower and equipment to provide immediate response. The table below provides the number of subcontractors and their **equipment** listed in our database, in relation to the State of Florida.

Subcontractor Information	Regional	FL	US. 2019
Number of Registered Subcontractors	174	963	3204
Subcontractor Equipment	**Regional**	**FL**	**US. 2019**
Dump Trucks (16-65)	1442	5097	18622
Pick up w/ dump trucks	297	1374	4926
Knuckle-boom trucks	197	504	2876
Wheel Loader 50hp – 150hp	341	1488	5334
5 ton Pickup truck	293	1518	6938
Hydraulic Excavator 50hp-150hp	208	1267	6343
Trailer Mounted floodlight	68	264	1547
Low-bed Trailer w/ tractor	86	467	2094
Water Truck	47	212	955
Air Curtain Burner	8	90	310
Backhoe w/ loader 15	115	343	1763
Dozer,2-3 yd blade/root rake blade D7	101	655	3118
Grader, Motor, 12 ft blade 130-140hp	27	157	698
Chipper	96	251	1287
Tub Grinder 300-400 hp & 800-1000 hp	66	180	819
Self loading trucks	286	867	4449
Skid steer 40 hp – 80 hp	418	1607	7558
C&D Walking Floor 80-110 CY	212	432	1757
Mulch Trailer 80-110 CY	75	214	932
Bucket Trucks	224	844	2982
Barges	20	128	1158
Work Boats	69	197	1392
Vacuum Trucks	7	113	1666

Florida Subcontractor Statistics	Regional	FL
Small Business	119	679
M/WBE, HUB, SDB or Veteran Certified	88	407
Push Crews	81	416
Debris Haulers	123	738
Marine Debris	7	50
Haul Outs	16	43
Grinding	10	56
Burning	1	19
Concrete Reduction		6
Recycling	2	8
Hazardous Material	2	8
Tree Work	17	87

See Equipment List at the end of this Section.

Unique Services - New Drone & GoPro Capabilities

CrowderGulf utilizes the latest in Drone Technology to access and document projects. As of 2015, CrowderGulf has utilized **3D Robotics Solo Smart Drones** and **DJI Phantom Series Drones** on some of our projects. At client's request and supplemental cost, implementation of aerial technology has provided beneficial intelligence of existing conditions to help better prepare the response for areas that are still unreachable by truck or boat. Coupled with state of the art software, real time aerial maps and models can be constructed on site to deliver information never before available to the client in a timely manner. These capabilities have increased the effectiveness of training with our Clients, by providing recent project data and experiences to reference. Pricing for the CG Drone Operations can be provided upon request.

Aerial footage of the Hurricane Matthew Debris Removal Operation on Hilton Head Island, SC

- Feb. 2017(left)

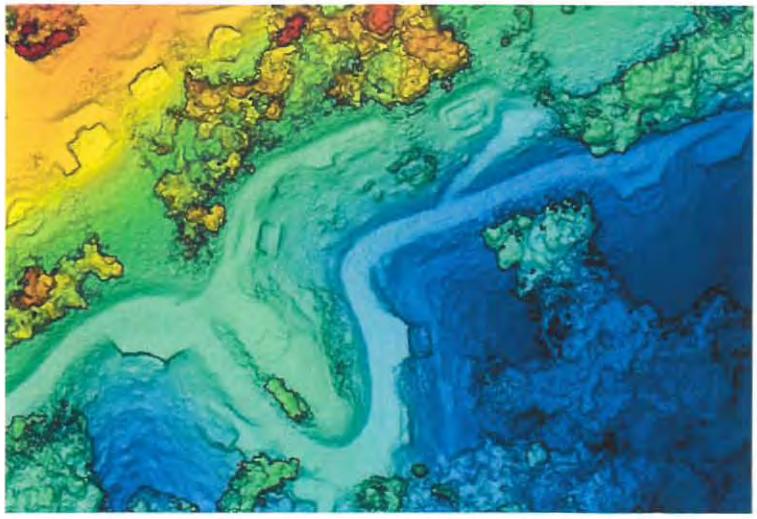
Aerial Image of Debris Management Site on Hilton Head Island, SC during the Hurricane Matthew Debris Removal Operation (right) aided in site documentation and updates to client.

Benefits of Utilizing Drone Technology:

- High Resolution Aerial Maps of DMS or Affected Area
- Debris Estimation
- Damage Assessments
- 3D Computer Models
- High Definition Video
- Live Stream Video for EOC or other meetings
- Site/Project Documentation
- Historical Documentation
- Allows for effective decimation of information to the public showing the scope of the project
- Training
- Much more cost effective than traditional aerial platforms
- Can be deployed quickly in the most austere environments with little support

Custom Aerial Maps produced on site allow for the real time flow and decimation of critical information. These maps can be overlaid with annotations and area/volume calculations.

Advanced Topographical Maps can be generated and are useful in planning, recovery, and pickup operations.



CROWDER GULF

CrowderGulf Equipment List - 2018

DEBRIS REMOVAL TRUCKS

Year	Make	Model	VIN
1998	Mack	Debris/Combo	1M2AD62C9WW006285
1995	Western Star	Debris/Combo	2WLPCCH25K937391
2002	Kenworth	Debris/Combo	1NKDLB0X72J884158
2013	Perterbilt	367 Debris/Combo	1NPTX4EX7DD178887
2014	Perterbilt	367 Debris/Combo	1NPTX4EX4ED237394
2013	Perterbilt	389 Debris/Combo	1XPXD49X4DD192224
2016	Perterbilt	367 Debris/Combo	1NPTX4EX7GD292571
2017	Perterbilt	389 Debris/Combo	1XPXP4TX4HD408644
2017	Perterbilt	367 Debris/Combo	1NPTX4EX9HD412906
2017	Perterbilt	367 Debris/Combo	1NPTX4EX5HD449323
2018	Peterbilt	389 Debris/Combo	1XPXD40X1JD452166
2015	Kenworth	T800 Debris/Combo	1XKDD49X5FJ436315
2018	Peterbilt	389 Debris/Combo	1XPXDP0X8JD480600
2018	Peterbilt	367 Debris/Combo	1NPTXX4EX8JD488588
2018	Peterbilt	367 Debris/Combo	1NPTX4EX3JD492774
2018	Peterbilt	367 Debris/Combo	1NPTX4EX5JD492775
2018	Peterbilt	389 Debris/Combo	1XPXD40X3JD498730

SEMI TRUCKS

Year	Make	Model	VIN
2017	Mack	CHU613	1M1AN07Y0HM026412
2017	Mack	CHU613	1M1AN07Y8HM025816
2017	Mack	CHU613	1M1AN07Y6HM026415
2017	Mack	CHU613	1M1AN07Y0HM026409
2017	Mack	CHU613	1M1AN07Y4HM025814
2013	Mack	CHU613	1M1AN07Y7DM013439
2014	Mack	CHU613	1M1AN07Y2EM015665
2013	Mack	CHU613	1M1AN07Y6DM013416
2006	Kenworth	T800	1XKDPBTX96J145904

2014	Mack	CHU613	1M1AN07YOEM015664
2012	Kenworth	T800	1XKDD49X3CJ309350
TRAILERS			
Year	**Make**	**Model**	**VIN**
2018	Clement Monstar	End Dump	5C2BR45BXJM010613
2018	Clement Scrapstar	End Dump	5C2BF37B0JM010653
2018	Clement Scrapstar	End Dump	5C2BF37B2JM010654
2017	Clement	End Dump	5MADN4024FC033420
2005	Benson	End Dump	5DMDSAGC45M000757
2005	Mac	End Dump	5MADS35385C008667
Year	**Make**	**Model**	**VIN**
2018	Stealth	End Dump	52LBE1627JE06410
1997	Vantage	End Dump	4EPAA029VATA1459
1997	Vantage	End Dump	4EPAA4024VATA1515
1997	Vantage	End Dump	4EPAA021VATA1536
1997	Vantage	End Dump	4EPAA4022VATA1545
2018	Brazos	Scrapper/End Dump	4B9BKDL29JH054106
2018	Brazos	Scrapper/End Dump	4B9BKDLL24JH054126
2002	MAC	End Dump	5MADS363130005105
1995	USTS	End Dump	1U9DS3637S1051511
2005	MAC	End Dump	5MADS353050009294
2001	MAC	End Dump	5MADS356321C00439
1994	Benson	End Dump	1NUDT38P8RMAS0247
1995	Vantage	End Dump	4EPAA3922SATA0615
1987	ACCURATE IND.	End Dump	1A9754025H4037546
1990	Trilstar	End Dump	1T9DS36C8L1066822
1998	USTS	End Dump	1U9DS3229W1051699
2001	Benson	End Dump	5DMDSAHC41P000376
1993	JBEN	End Dump	9DT3626PPJBB021
2007	Palmar	Dump Trailer	4R7BD1624HT163081
2018	Mac	Walking Floor	5MAMN4821JW044659
2016	Titan	Walking Floor	2TVWF4826GD000602
2018	Mac	Walking Floor	5MAMN4823JW045280
2011	Rolls Rite	Tilt Top	1R9PT2229BM356115
2017	Rolls Rite	Tilt Top	1R9BT222XHM356286
2018	Rolls Rite	Tilt Top	1R9PT2227JM356001
2016	Talbert	Roll-Back	40FG05336G1035421
1999	Dynawell	Lowboy	HU181DGX7X1X38407

2017	Talbert	Lowboy	40FSK5132H1035957
2017	Talbert	Lowboy	40FSK5239H1035971
2018	Transcraft	Step Deck	1TTE532C8J3070477
2018	Transcraft	Step Deck	1TTE532C1J3083796

PICK UP TRUCKS

TYPE	# OF TRUCKS
½ Ton 1500 or Equivalent Pick Up	14
¾ Ton 2500 or Equivalent Pick Up	9
1 Ton 3500 or Equivalent Pick Up	11
Greater than 1 Ton or Equivalent Pick Up	7

WHEEL LOADERS

Year	Make	Model	VIN
2003	CAT	924G	09SW01095
2003	Komatsu	WA180	2MCA88062
2005	CAT	928G	6XR02028
1998	CAT	962G	5AS00263
2004	CAT	IT28G	DBT01424
2001	CAT	924G	9SW02009
2004	John Deere	644H	DW644HX586668
2004	John Deere	724H	DW24JX590345
2005	CAT	IT38	CSX00926
2005	CAT	924G	DDA2478
2006	CAT	924G	DDA02934
2007	CAT	950G	2JS00604
2009	CAT	930H	DHC01497
2014	CAT	924G	9SW01859
2011	CAT	930H	DHC02274
2014	CAT	908H	CAT0908HJJRD01594
2016	CAT	908M	CAT0908MJH8801071
2017	John Deere	624K	1DW624KZCGF674473
2017	John Deere	624K	1DW624KZLGF676803
2017	CAT	908M	CAT0908MCH8801198
2017	CAT	908M	H8800928
2015	CAT	914K	CD2000596

2017	John Deere	644K	1DW644KZJHF680047
2018	CAT	908M	CAT0908MCH8802397
EXCAVATORS			
Year	**Make**	**Model**	**VIN**
2016	John Deere	210G	1FF210GXHGF523928
2014	John Deere	300G	1FF300GXHDF710007
2017	John Deere	60G Mini	1FF060GXKGJ288041
2017	CAT	308	308E2CRSB-FJX08636
2017	John Deere	245G	1FF245GXCHF800280
1990	John Deere	70D	CK0070DD009556
2001	John Deere	330LC	FF0330X0870719
2001	John Deere	200LC	FF0200X500888
2000	John Deere	160LC	POO160X041413
2001	Komatsu	PC60	58212
2002	Hitachi	EX120	1E8P057533
2002	Hitachi	EX120	1E8P057534
Year	**Make**	**Model**	**VIN**
1999	Bobcat	331X	512918815
2001	Bobcat	331X	512918429
2003	Komatsu	PC35	4207
1999	Kobelco	SK220LC	LLU2438
2004	Kobelco	SK70SR	YT01-03382
2004	Komatsu	200	KMTPCO49K87C5037
2004	Hyundai	R55W3	10014
2002	JD	200C-LC	FF200CX505406
2004	CAT	330CL	DKY 02901
2001	Case	9007B	DAC0072321
2005	CAT	325CL	CAT0325CVCRB01486
2001	CAT	320CL	PAB04298
2005	CAT	M318C	CATM318CKBC201044
2005	CAT	325CL	CAT0325CEBFE01812
2004	CAT	320	PAB01355
2003	CAT	325CL	CRB00550
2005	Komatsu	PC35 MR-2	KMTPC096T05006313
2006	John Deere	120-C	FF120CX035517
2006	Kubota	U35SS	30398
2006	Kubota	U35SS	30251
2006	Cat	320CL	PAB4383

2007	Cat	328D LCR	GTN139
2008	Kubota	KX913R1S	31194
2006	Kobelco	SK70SR-1E	YT0408468
2007	Cat	302.5	CAT3025CJGBB01604
2008	Cat	321 CL CR	MCF00918
2005	John Deere	450C - LC	FF450CX091778
2009	Cat	322CL	HEK00647
2008	Cat	330D	HAS292
2006	Volvo	EC140BLC	EC140V12265
2010	John Deere	120-C	FF120CX036343
2009	Cat	314CL CR	PCA01891
2010	Cat	328D CLR	CAT0328DTGTN00403
2011	John Deere	35D	1FF035DXJBG266218
DOZERS			
Year	**Make**	**Model**	**VIN**
1992	John Deere	450G	TO450GF87820
1999	John Deere	750H	T0750CX877301
2004	CAT	D3JXL	CAT00D3GCJMH00732
Year	**Make**	**Model**	**VIN**
2005	John Deere	450-J	T0450JX104665
2005	John Deere	650J	T0650JX111587
2004	CAT	D6N	CAT00D6NVALY00800
1999	John Deere	450H	T0450HX922582
2004	John Deere	550H	T0550HX937488
2005	CAT	D6R	AAX01404
2005	CAT	D5N	AKD1461
2006	John Deere	450-JLT	T0450JX122072
2001	John Deere	450J	T0450JX103785
2008	Komatsu	D39PX-22	3059
2006	CAT	D3GLGP	BYR01437
2010	CAT	D5K LGPARO	CAT00D5KJYYY00703
2008	CAT	D3K LGP	LLL00568
2011	CAT	D3K LGP	LLL00382
2011	CAT	D3K LGP	LLL00388
2011	John Deere	450-J LGP	T0450JX181468
2011	John Deere	650-J	T0650JX173003
FORK LIFTS			
Year	**Make**	**Model**	**VIN**

2000	CAT	V80F	9NF00658
1997	Hyster	H50XL	A177B31212K
2000	JCB	506	578972
1995	Nissan	50	PF02-9H3269
2001	CAT	GC25	4FM04520
2004	CAT	480F	9NF00558
2007	Yale	543372	GLP11MCNSB098
2001	CAT	2EC20	A2F0260387
2002	CAT	V60B	52J00932
1999	CAT	CG25	4EM91233
2007	CAT	TH63	5WM03130
2001	CAT	GC25	4EM04516
1997	Terex	TH1048C	TH1006A-8401
2005	JCB	930	SLP930025E0824674
GENERATORS			
Year	**Make**	**Model**	**VIN**
	Onan Genset	50D6CA	6920476659
1999	Nissha	NES25SIA	XJ010300
1999	Nissha	NES60SIA	KF010300
2004	Dewalt	4300	GCO44627903DGC4300
Year	**Make**	**Model**	**VIN**
2003	Coleman	9110619	DMO545005
2006	Miller Bobcat	250NT	LC492887
2006	Miller Bobcat	250NT	LE209010
2006	Miller Bobcat	250NT	LF205099
2011	Generac	97A06245-S	2038141
2007	Miller Bobcat	250NT	LC574759
2013	Honda	6500Watt	EAPC-1010707
2011	Magnum	MMG55FH 45kW	800390
2011	Magnum	MMG35FH 25kW	73344
2011	Magnum	MMG35FH 25kW	73345
2011	Magnum	MMG35FH 25kW	73318
LOADER - BACKHOE			
Year	**Make**	**Model**	**VIN**
1999	CAT	426	1ZR00479
2001	Kubota	L35	L3560624
2003	John Deere	310SG	TO310SG909356
2005	JS	310E	TO310EX853300

2001	CAT	416C	4ZN20996
2004	CAT	416D	4ZN24364
2004	John Deere	310E	TO310EX884694
2004	CAT	416C	5YN06630
2006	CAT	416C IT	1WR10173
2006	CAT	420D	FDP26873
2006	John Deere	310G	T0310GX937710
2001	CAT	416C	4ZN24603

SKID STEER LOADERS

Year	Make	Model	VIN
1997	Bobcat	763	512222048
2001	Bobcat	763	512217575
1996	Bobcat	873	514120441
2002	CAT	236	CAT00236J4YZ04709
2005	Bobcat	T300	521912526
2007	Caterpillar	262B	PDT01685
	Caterpillar	277C	CAT0277CTJWF00578
2006	Daewoo	155XL	AG00211
2006	Bobcat	T190	531614194
2006	Caterpillar	246B	CAT0246BLPAT03480
2006	Bobcat	T300	530012266
2010	Caterpillar	268B	CAT0268BJLBA01424
Year	**Make**	**Model**	**VIN**
2010	Caterpillar	299C HF	MBT01588
2011	Bobcat	T300	525415845
2008	JD	650-J	T0650JX173003
2016	Cat	279D	CAT0279DEGTL03016
2018	Cat	299D	CAT0299DLFD203290

MARINE DIVISION

Year	Make	Vessel #	Capacity
2003	27' Scout Boat	010 / Bayou Bandit	12,000 Lbs
1990	24' Debris Boat	015 / Betsie	16,000 Lbs
1995	18' Vessel	018 / Trisha	Personnel Only
1990	Debris Boat	002 / Bertram	12,000 Lbs
2001	24' Flat Boat w/Boom	001 / Pamela	18,000 Lbs
2003	18' Deck Boat w/Boom	002 / Decker	16,000 Lbs
2004	27" Deck Boat w/Boom	009 / BT Express	20,000 Lbs
2011	32' Deck Boat w/Boom	020 / CG Girl	24,000 Lbs

1999	30' Picker Barge	022 / Johnzey	18,000 Lbs
BARGES			
Size	**Type - Material**	**Capacity**	**Notes**
24'x8'	Debris Barge - Fiberglass	8,000 lbs	Shallow Draft Barge
28'x8.5'	Debris Barge - Aluminum	12,000 lbs	Shallow Draft Barge
30'x10'	Debris Picker Barge w/ Grapple - Steel	14,000 lbs	Shallow Draft Barge
30'x10'	Debris Picker Barge w/ Grapple - Fiberglass	14,000 lbs	Shallow Draft Barge
30'x10'	Debris Picker Barge w/ Grapple - Aluminum	14,000 lbs	Shallow Draft Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs	Deck Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs	Deck Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs	Deck Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs	Deck Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs	Deck Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs	Deck Barge
40'x8'	Pin-Together Barge - Steel	10,000 lbs	Deck Barge
40'x11'	Debris Picker Barge w/ Grapple - Steel	20,000 lbs	Shallow Draft Barge
48'x12'	12" Hyd Dredge - Steel	N/A	15' Dredging Depth - 36" Pump
50'x20'	Spud Barge - Steel	40,000 lbs	Shallow Draft Spud Barge
55'x11'	Debris Picker Barge w/ Grapple - Steel	24,000 lbs	Shallow Draft Barge
120'x30'	Deck Barge - Steel	150 Tons	Deep Draft Barge
120'x30'	Deck Barge - Steel	150 Tons	Deep Draft Barge
120'x30'	Spud Barge w/ Crane - Steel	150 Tons	Deep Draft Barge

ATTACHMENT D

Debris Management Site(s) and Map

Number of Passes

CrowderGulf will make as many passes as the City may direct in order to successfully complete the debris removal process. Normally, a few days may need to elapse between each pass so that the citizens have time to get their debris to the ROW.

Daily Coordinated Issue Management Meetings

Daily meetings will be held between the Field Project Manager, Field Supervisors, the Subcontractor Crew Foremen and representatives of the City of Pompano Beach to discuss progress, needed adjustments and other issues. Decisions to increase/decrease manpower and/or equipment or change work areas will be made with approval of the City.

Accurate Record Keeping

CrowderGulf utilizes a number of systems to assure accurate truck certification and debris hauling information. Production reports, shift inspection checklists, safety meeting reports, quality controls, daily crew and equipment usage reports are some of the Quality Control measures used to provide accuracy in the documentation process.

Using the most appropriate technology provides the necessary information to make decisions during the recovery operation. It also improves our ability to provide all documentation needed for maximum reimbursement from FEMA and other agencies. Details of our documentation procedures are fully described in the ***Documentation and Reimbursement*** *section of this proposal.*

> **"From this resident, we thank you and all of your crews for keeping the recovery from being another disaster, as often happens. It has been a pleasure having your team in our backyards."**
>
> ***Citizen, High Island, TX***

Documenting and Resolving Damages

During the debris removal process there will always be some minor damage situations that occur regardless of the care taken during the work. CrowderGulf will respond quickly to all damage claims by the City or its citizens and will work diligently to resolve such claims to the satisfaction of all involved. We are well aware of the trauma and disruption to normal lifestyles that result from a natural disaster. Our personnel are thoroughly indoctrinated regarding our policy to always be caring, courteous, polite, and responsive to the needs of the citizens of the community. Citizens will be provided an avenue to report damages. One option will be a citizens' hot line. The City, the monitoring company or CrowderGulf may provide the hot line. Regardless of the method chosen to provide the information, CrowderGulf is committed to resolving the damage complaint as quickly as possible to the satisfaction of the City and its citizens. We will employ a Claims Resolution Person (CRP) to handle all property damages that may occur during the recovery process. If possible, a local resident with excellent communication and negotiating skills will be employed to fill this position. This person will be tasked with responding to and amicably resolving all incidents that may occur.

Debris Management Site Development

CrowderGulf has vast experience with selecting, developing, managing and operating Temporary Debris Management Sites. We are committed to efficient and safe DMS operations and require all personnel to be vigilant in using safe practices at all times. In the context of this proposal, the terms "***Temporary Debris Separation and Reduction Site***" and the term "***Debris Management Site***" **(DMS)** are used interchangeably. DMS are established when debris cannot be taken directly from the collection point to the final disposition location. A DMS is a location to temporarily store, reduce, segregate, and/or process debris before it is hauled to its final disposition.

DMS Site Selection

Site selection is probably the most important decision effecting DMS operations. CrowderGulf will work closely with the City of Pompano Beach to identify and secure suitable locations. Specific Site Plans will be developed for each DMS either upon activation or upon request by the City, and will be in compliance with FEMA 325 regulations for site plan development. Once site selection is approved by the appropriate Debris Managers, CrowderGulf will perform baseline environmental testing protocols as required and will obtain any required special permits and environmental permissions. All costs associated with the preparation, operation, and restoration of DMSs is included in CrowderGulf's pricing structure for the contract.

Site selection should be based on the following criteria:

- Ownership
- Potential for Land Lease Agreements
- Size
- Location
- Environmental and historic concerns (baseline study findings)
- Required Permits

DMS Design and Operational Features

The information gathered during the baseline data collection becomes important to the design of the site. The efficiency and the overall success of the DMS operations are determined by how the site is designed.

A minimum of the following features will be designed into the DMS plan.

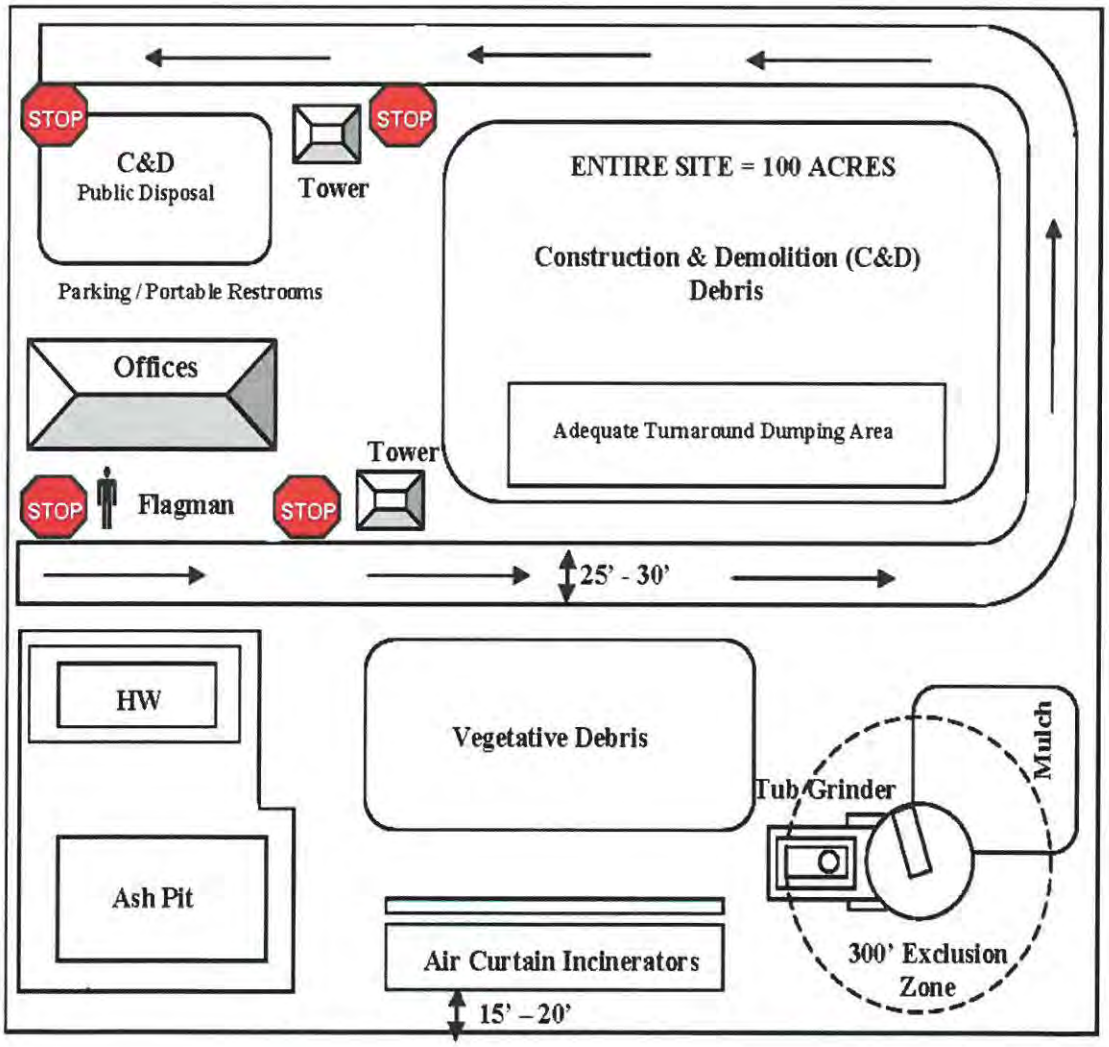
- Portable toilet facilities will be conveniently located to serve the inspection towers, crews working on the site, and office facilities
- Perimeter chain-link fencing, erosion and sediment control fencing, and other necessary drainage control methods
- Site traffic flow will provide for orderly movement of vehicles and equipment to avoid crossing traffic lanes with the construction of two entrances/exits with lockable gates
- At the request of the City of Pompano Beach, the DMS(s) may be restricted to City and Contractor vehicles only
- Safe and ready access of fire safety and rescue equipment will be provided to all functional sections of the site and to debris stockpiles
- A Safety Zone of at least 200' will be established around the grinder
- Air Curtain Incinerator (ACI) or Open burning safety zone will be established and will be 1,200' from any structure (other than inspection tower) and no less than 250' from any other pile or type of debris on site
- Ash storage pit will be adjacent to ACI units
- Compacted crushed rock and/or mulch will be used on ingress/egress road surfaces
- Designated personnel parking area for 30 vehicles will be established
- Space for two 12'x50' office trailers will be established
- Development of a lined Hazardous Materials Containment Area surrounded by a berm
- Two vegetative debris piles for grinding operations
- Sufficient area for chip piles to minimize pile height to prevent spontaneous combustion
- C&D debris area will be separate from other debris areas
- Adequate area maintained at each site for truck maneuverability and a level stable surface for equipment to complete the dumping process
- Site orientation will provide for ACI operations and grinding operations to be located downwind from offices and inspection towers (i.e., prevailing winds will be considered when setting up site)
- If necessary, separate areas/sites for the public to use for dumping vegetative and C&D debris will be provided. Depending on the process prescribed for allowing this, a separate tower may be required to facilitate accounting for the material entering the public section. If off site citizen collection areas are developed in accordance with the City's Debris Management Plan, CrowderGulf will remove debris from those sites on a regular basis as directed by the City's Project Manager.

DMS Site Plan

A DMS Plan will be prepared to a scale of 1" = 50'. The Task Order specific Management and Operations Plan will be updated to include the Site Management Plans for all DMSs and Disposal Sites operated by CrowderGulf. The DMS Plan will display such functions as:

- Access to the Site
- Site Preparation – clearing, erosion control, and grading
- Traffic Control
- Site Security, Safety and Segregation of debris storage areas
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection towers
- Location of incineration operations and chipping operations
- Location of existing structures or sensitive areas requiring protection
- Household Hazardous Waste (HHW) or Hazardous, Toxic and Radioactive Waste (HTRW) storage
- A detailed list of equipment
- Sanitation facilities

The general site plan shown below will be modified to fit the needs of each specific DMS and will incorporate all specifications addressed in the FEMA 325 and all local, state and federal regulations and requirements.

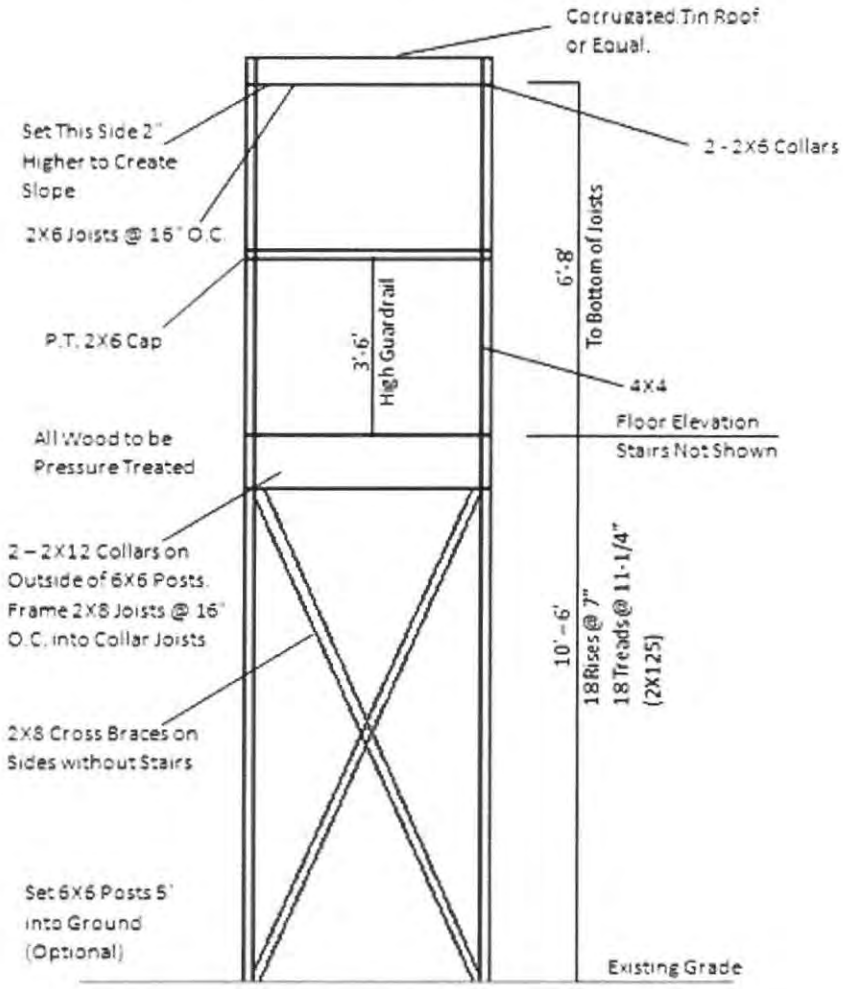


Inspection Towers

At no cost to the City of Pompano Beach, CrowderGulf will construct a minimum of one inspection tower at each site adjacent to the roadway. A minimum of one exit lane for all trucks to use will be visible from a tower. This allows for checking truck beds before exiting, ensuring that they are completely empty. The Inspection tower site location will provide a .25 mile approach outside the public road system to accommodate any truck back up.

- All towers will be OSHA and FEMA compliant. At a minimum, the towers will be constructed with pressure treated wood with the floor elevation of the tower 15' above the existing ground elevation; the floor area shall be 8'x 8', constructed of 2"x8" joists, 16" O.C. with ¾" plywood supported by four 6"x 8" posts.
- The perimeter of the floor area will be protected by a 4' high wall constructed of 2"x 4" studs and ½" plywood. The floor area will be covered by a corrugated tin roof.
- The roof shall provide a minimum of 6'8" of headroom below the support beams.
- Wooden steps will provide access with a handrail. In addition, the construction of towers will comply with all applicable City building codes.
- Inspection towers shall be capable of seating a minimum of three inspectors each.
- Towers will be removed at the completion of the project or when the site is no longer in need.

Inspection Tower



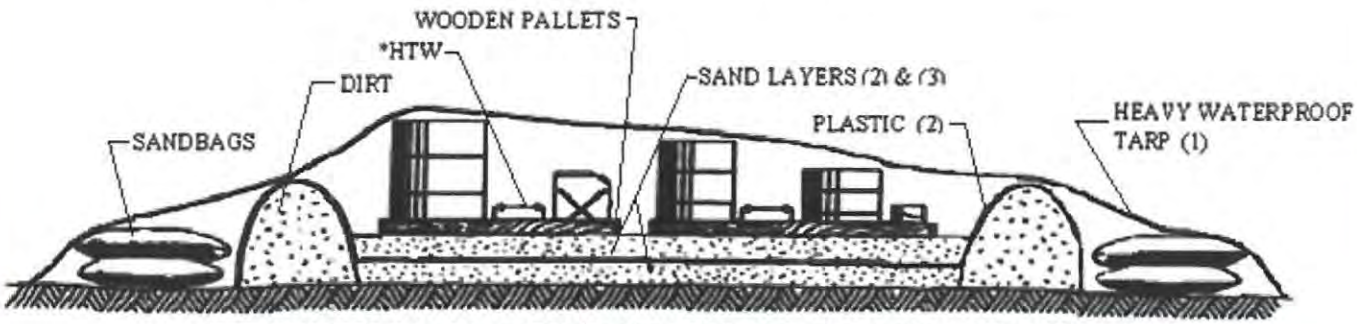
Hazardous Materials Containment Area

In accordance with FEMA 325 specifications, CrowderGulf will construct an area designed for the temporary storage and confinement of hazardous material. Material deposited into this facility will be inventoried and stabilized. Any leaking containers will be placed in "over pack drums". A well-marked, defined and enforced NO SMOKING area will be established within 200 feet of this area.

Minimum Design Criteria for the Hazardous Materials Containment Area:

- 30'x 30' in size, the perimeter lined with hay bales staked in place
- Water proof liner or plastic ground protection cove
- Rain and snow cover for the entire area

FIELD EXPEDIENT HTW CONTAINMENT CELL



*HTW INCLUDES: Paint, Solvents, POL (Petroleum, Oil & Lubricants), Batteries, Anti-Freeze, Propane Tanks, Aerosols

NOTES:
1. Containment cell must be covered at all times
2. Plastic is sandwiched between layers to prevent plastic from tearing
3. Contaminated sand shall be properly contained & disposed of as hazardous waste

Debris Separation and Reduction

Debris Separation

The Debris Reduction Manager will supervise the separation and segregation of all loads deposited at the DMS. If site segregation is required because of mixed loads, the separation will reflect the six categories cited below. Each of the following categories of debris will be dealt with in full compliance with the CrowderGulf Environmental Plan and local, state and federal standards:

- Clean, vegetative debris
- Vegetative debris containing other foreign matter
- Construction and Demolition (C&D) Debris
- Salvageable or recyclable debris
- White Goods, e-goods
- Hazardous or toxic materials / waste

Vegetative debris will be placed into two or more piles (no more than 15' high) which will allow for volume reduction without interfering with the ongoing dumping operation or until the dumping and/or reduction operations are complete. As directed by the City's representative, all construction and demolition (C&D) debris will be hauled directly to a certified landfill or prepared for reduction or recycling if feasible. White goods will be degassed, crushed and bailed for sale as scrap metal.

Methods of Debris Reduction

There are two primary types of reduction methods – incineration and chipping/grinding. After all major storms, we have used both grinding and burning to reduce debris, however, grinding has become the more common method due to environmental issues with burning.

- **Chipping and Grinding**

The chipping and grinding of vegetative debris reduces the volume by 75%. Many times clean chips will be recycled as bio-mass fuel.

CrowderGulf is very experienced with chipping/grinding debris and has used this method in the majority of our disaster contracts for the past ten years. When grinding/chipping is utilized as the reduction method, all safety and compliance regulations are enforced throughout the operation.

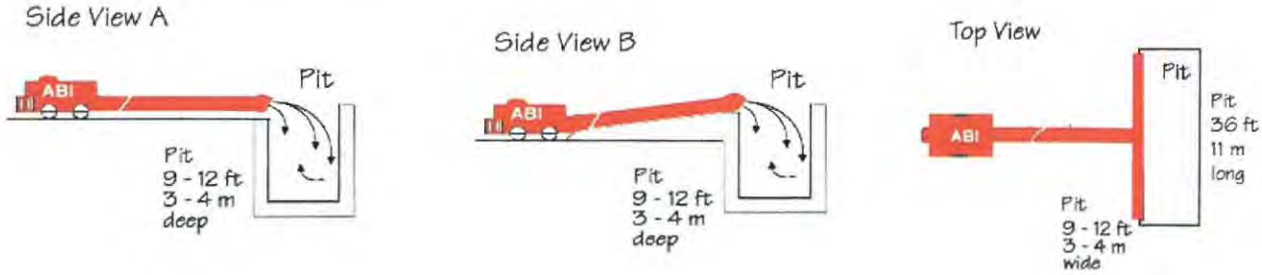
CrowderGulf has ground over 35 million cubic yards of debris since 2003.

- **Incineration**

There are several incineration methods available for volume reduction. These include uncontrolled open-air incineration, controlled open-air incineration, air curtain pit incineration and portable air curtain incineration. Portable air curtain incineration is the most efficient incineration system available because the pre-manufactured pit is engineered to precise dimensions to complement the blower system. Any burning method used will only be conducted with concurrence from the City of Pompano Beach.

Burning vegetative debris can produce up to a 95% reduction rate. In those situations where air curtain incineration may be approved by the City, all environmental compliance and safety concerns will be addressed within the site specific plan. Setbacks and buffer zones will be established within and around the reduction sites not only for the public safety but also for the safety of the debris operations. A setback of at least 100' will be maintained between the debris piles and the incineration area. There will be a buffer of 1,000' between the incineration area and the nearest building in order to create a zone for emergency vehicles, if needed. The fire will be extinguished two hours before anticipated removal of the ash mound.

The ash mound will be removed before it reaches two feet below the lip of the incineration pit. To prevent explosions, hazardous or contaminated flammable material will not be placed in the pit. Finally, fencing and signage are simple and effective means to keep the public away from the incineration area.



The CrowderGulf **Environmental Protection Plan** will address and provide detailed guidance on DMS environmental concerns such as dust, smoke, erosion, storm water plus hazardous and toxic wastes. If the DMS is near an environmentally sensitive area or has historical sites in close proximity, special environmental consideration will be taken to protect and preserve such areas.

Debris Reduction Time Lines

The following Debris Reduction Plan Time Line provides an overview of tasks and identifies both the management personnel responsible and the time frame within which each task shall be completed.

DEBRIS REDUCTION PLAN TIME LINE		
TASK		**TIME FRAME (from NTP)**
Conduct requirements assessment of damaged area for DMS		Within 24 hrs
Develop DMS according to Management Plan, including rd construction, erosion control, portable office & toilet facility		Within 48 hrs
Construct observation platform per FEMA requirements		Within 48 hrs
Construct grinding, burn pit, ash storage & hazardous waste storage areas		Within 48 hrs
Determine the number of burners &/or grinders/chippers required per site		Within 48 hrs
Ensure Hazardous Waste Plan in place		Within 48 hrs
If burning is permitted, begin construction of burn pits		Within 48 hrs
Complete installation of burners		Within 72 hrs
Secure permits & transport grinders/chippers to designated reduction areas		Within 72 hrs
Set up grinders/chippers		Within 72 hrs
Maintain records of hours worked for operators, location worked, repairs, etc.		Daily
Ensure maintenance of burners &/or grinders/chippers		Daily
Make dumpsite adjustments		Daily
Provide daily operations reports to Project Manager & City Rep		Daily
Inspect DMS operations for safety & quality control monitoring		Daily & periodically
Handle storage & disposal of hazardous waste		As required
Restoration of site upon project completion to City's specifications		Upon completion of project
Provide for demobilization of equipment		Upon completion of all tasks

Basic Debris Reduction Crews		
Personnel / Equipment	**Task Responsibility**	**Number per Crew**
DMS Reduction Project Mgr	Supervise set up & daily ops of debris reduction site; Ensure all safety regulations enforced	1 / Site
Day Foreman	Monitor incoming trucks, direct separation of materials; Supervise reduction crews; Monitor for safety regulations being followed and report infractions to Foreman	1 / Site
Night Foreman *(if burning)*	Supervise crews & secure site; Monitor safety regulations & report infractions to Foreman	1 / Site
Spotters	Monitor incoming debris types; Ensure drivers drop loads in proper locations at stockpiles; Direct clean loads of recyclable material to storage areas; Follow all safety requirements & report any infractions to Foreman	2 - 4 / Site
Flagmen	Direct flow of incoming & outgoing trucks at site; Follow all safety requirements & report any infractions to Foreman	2 - 4 / Site
Laborers	Separate recyclable materials from incoming debris & move it to designated storage areas; Assist other workers with debris separation	2 - 4 / Site
Tower Monitor	Check all ticket copies for legibility & accuracy; Alert monitor writing tickets of errors; Monitor for safety infractions & report to Foreman	1 / Site
Water Truck w/spray nozzles & high pressure hose	Spray nozzles used for dust control; High pressure for hose for fire control	1 / Site
Road Grader w/Operator	Maintain rds & site	1 / Site
Onsite Fuel & Oil Storage Tanks	Replenish equipment as needed	2 -4 / Site
Track Hoe w/grapple w/Operators	Build burn pit according to Ops Manual; Clean ash from pits & pile in designated areas; Supply debris to burn pit & grinder	2 - 4 / Site
Bulldozer &/or Rubber Tire Loader w/Operator	Stockpile material; Push debris with Trackhoe	2-4 / Site
Burner Technician / Mechanic	Initial burner set-up; Assist starting fires according to Ops Manual; Daily maintenance & care of burner & loader equipment	1 / Site when burning
1000-1200hp Tub or Horizontal Grinder	Grind vegetative debris	1 / Site when grinding
Grinder Operator	Fuel tub grinder & control grinder operation.	1 / Grinder

Debris Disposal

Final disposition of the products of debris reduction will be made in accordance with instructions from the City and in keeping with all federal, state and local laws.

Vegetative Debris

Based on the City's decision, all vegetative debris will be ground or burned. If ground, the reduced vegetative mulch will be hauled to a properly permitted final disposal site in accordance with all local, state and federal regulations. If vegetative debris is burned, the ash will be hauled to a properly permitted final disposal site. In past disasters we have also recycled the clean ash as fertilizer on farm land. We will properly recycle mulch and ash to the greatest extent possible and within permitted regulations.

Construction and Demolition Debris

All C&D material shall be disposed of in facilities approved by the City of Pompano Beach in accordance with all federal, state and local laws.

Specialty Debris

CrowderGulf's supervisory personnel are experienced in identifying and assessing potential problems imposed by specialty debris including **abandoned vehicles and vessels, wet marine debris, white goods and electronic wastes, hazardous materials and waste, bio-hazardous wastes, dead animals, and hazardous trees and stumps.** As mentioned above, CrowderGulf works in conjunction with all federal, state and local regulatory agencies and strictly follows all regulatory guidance. If removal and disposal is beyond the area of our expertise, we will use Garner Environmental Services (www.garner-es.com), a highly qualified and licensed Hazmat contractor, to remove and dispose of any such materials.

Debris Recycling Plan

Based on the debris management goals and objectives of the City of Pompano Beach, CrowderGulf will implement debris recycling programs as marketing opportunities allow. When recycling is feasible, CrowderGulf will monitor procedures to ensure that the recycling contractors comply with local, tribal, state and federal environmental regulations. Any reimbursement for recycled material will be credited or returned directly to the City.

Vegetative Debris

The vast amount of vegetative debris produced by a natural disaster creates a real recycling challenge. We will make maximum efforts to recycle all organic material. Experience has taught us that it will still require freight cost and tipping fees, but recycling is still the best option as opposed to using up valuable landfill space.

Specifically, our plan involves the following:

1. Debris crews will be encouraged to cut tree trunks into 8' or longer lengths for delivery to dump site. Quality logs will be separated and marketed to pulp mills, saw mills, and veneer mills. Timber in the log form is always marketable, and depending on quality can be transported to market even if the markets are relatively far away.
2. Stumps usually have large quantities of dirt attached, which contributes to the low quality of fuel chips. Stumps will be split and burned if burning is permitted. If burning is not permitted split stumps will be ground and resulting chips will be kept separate.
3. Limbs, twigs, short blocks and inferior logs will be ground or burned. To reduce contamination of chips with dirt, care will be taken to use rubber-tire loaders with rakes and track hoes with grapples.
4. Every effort will be made to move chips to organic fuel users in a wide area. CrowderGulf will begin moving chips as soon as possible to prevent the buildup of massive chip piles that create a potential fire hazard.
5. CrowderGulf has contacts with major paper mills, sugar mills, and other organic fuel users in the Southeast. Once CrowderGulf is awarded a contract, we will work to get tentative agreements with users who are in close proximity.
6. If local laws and regulations permit, CrowderGulf will secure land in a rural area(s) as close as possible to our chipping operations. Chips unfit for fuel or chips surplus will be piled on the property, mixed with ash from burning operations that has been tested and free of contaminates, and turned periodically to produce quality marketable compost suitable for landscaping use or applications to farm land.

After Hurricanes Isabel in 2003, and Ivan in 2004, CrowderGulf shipped clean vegetative chips to Italy to be used as bio-mass fuel. After Hurricanes Charley in 2004, and Irene in 2011, local power plants took chips for use as bio-mass fuel. In 2012, after Hurricane Isaac, Mississippi paper mills received all of our clean chips to use for bio-mass fuel.

C&D Debris

Concrete, asphalt and masonry products can be crushed and used as base material for certain road construction products or as a trench backfill. Debris targeted for base materials will need to meet certain size specifications as determined by the end user. The City may choose to recycle these products themselves. As an example, after Hurricane Ike, Galveston County recycled the crushed concrete (from home slabs on Bolivar Peninsula) by using it for road reconstruction and for a new government building foundation.

Hurricanes and tornadoes can cause extensive damage to mobile homes, sun porches, and green houses. Most of the nonferrous and ferrous metal debris is suitable for recycling. Trailer frames, trailer parts, appliances and other metal items will be properly separated, crushed, baled and recycled. Any proceeds will be credited to the City of Pompano Beach.

Site Closure and Restoration

Upon completion of debris reduction operations, all DMSs will be restored to pre-existing conditions. All equipment, inspection towers, and any other temporary buildings will be removed. Burn pits will be returned to existing grade. Ash will be tested for contaminates before being taken to a disposal site. Any unburned or chipped materials will be hauled to an appropriate facility. Separated metals, plastics, white goods or other materials and types will be recycled as required by contract or regulations. Site reclamation / remediation will be billed back to the client at a pass through cost. In addition, if groundwater and / or soil testing is required, these items will be billed to the client at as pass through cost. A final site inspection will be conducted by City authorities and any discrepancies will be corrected.

All work, including site restoration and closeout will be concluded within 30 calendar days of notice from the City that the last load of debris has been delivered.

➢ Documentation and Reimbursement

CrowderGulf has been successful in the past in supporting our Clients with accurate and complete documentation records. This documentation is readily available to the City, FEMA, FHWA and any other agency that provides reimbursement. Superior record keeping using the best available technology from the beginning to the end of the project is critical.

Financial accountability is maintained throughout the process by using a system of checks and balances that are tied directly to the quantitative documentation originating in the field. Throughout the project, FEMA 325 requirements are followed and serve as the foundation of our documentation and accounting systems.

Documentation for Debris Hauling

In an effort to maximize accuracy of accounting, CrowderGulf utilizes the following system of project controls:

Phase 1 - Truck Certification

All debris hauling trucks are certified in accordance with FEMA 325 regulations. Part of the certification procedure includes truck safety checks. Any trucks not meeting the safety requirements will not be certified until infractions are remedied.

ATTACHMENT E

Pricing Schedule

ATTACHMENT

A. Debris Removal, Processing and Disposal

Item	Description	Unit of Measure	Cost
1.	Vegetative debris removal from public property (right-of-way) and hauling to DMS within the City limits of the City of Pompano Beach	per cubic yard	$8.80
2.	Vegetative debris removal from public property (right-of-way) and hauling to DMS outside the City limits of the City of Pompano Beach, supplemental charge to be added to 2. above	per cubic yard	$1.50
3.	Vegetative debris removal from DMS and hauling to final disposal site within Broward County	per cubic yard	$5.98
4.	Vegetative debris removal from public property (right-of-way) and hauling to final disposal site within Broward County	per cubic yard	$10.95
5.	C&D debris removal from public property (right-of-way) and hauling to DMS within the City limits of the City of Pompano Beach	per cubic yard	$8.80
6.	C&D debris removal from public property (right-of-way) and hauling to DMS outside the City limits of the City of Pompano Beach, supplemental charge to be added to 2. above	per cubic yard	$1.50
7.	C&D debris removal from DMS and hauling to final disposal site within Broward County	per cubic yard	$5.98
8.	C&D debris removal from public property (right-of-way) and hauling to final disposal site within Broward County	per cubic yard	$11.95
9.	Debris site management – preparation, management and segregating debris at DMS	per cubic yard	$1.65
10.	Processing (grinding) of vegetative debris at DMS	per cubic yard	$2.95

	11.	Processing (burning) of vegetative debris at DMS	per cubic yard	$2.00
	12.	Pick up and haul of white goods	per each	$50.00
	13.	Pick up and disposal of hazardous material	per pound	$6.95
	14.	Dead animal collection, transportation, and disposal	per pound	$1.50
Note 1	15.	Hazardous tree removal, 6 inch diameter to 11.99 inch diameter	per tree	$70.00
Note 1	16.	Hazardous tree removal, 12 inch diameter to 23.99 inch diameter	per tree	$180.00
Note 1	17.	Hazardous tree removal, 24 inch diameter to 47.99 inch diameter	per tree	$300.00
Note 1	18.	Hazardous tree removal, 48 inch diameter and greater	per tree	$400.00
	19.	Hazardous stump removal and hauling to disposal site, >24 inch diameter to 35.99 inch diameter	per stump	$300.00
	20.	Hazardous stump removal and hauling to disposal site, 36 inch diameter to 47.99 inch diameter	per stump	$400.00
	21.	Hazardous stump removal and hauling to disposal site, 48 inch diameter and greater	per stump	$500.00
Note 1	22.	Hazardous limbs >2 inch in diameter at point of break	per tree	$92.00
	23.	Demolition of structures **Non-RACM	per cubic yard	$18.90
	24.	Disaster event generated household hazardous wastes abatement; biohazardous wastes abatement	per pound	$6.95
	25.	Tipping fees to be reimbursed to contractor by City at actual cost	cost reimbursement	At Cost with No Markup

Note 1: Price is for cut & drop - resulting debris to be hauled under the ROW Rate.
Supplemental Price: Hauling Debris from DMS to final disposal site outside of Broward County - add $0.18 / CY / Mile after County Line.

B. Equipment

Item	Description	Unit of Measure	Cost
1.	JD 544, or equal, wheel loader with debris grapple	per hour	$160.00
2.	JD 644, or equal, wheel loader with debris grapple	per hour	$170.00
3.	Extendaboom, or equal, forklift with debris grapple	per hour	$135.00

ATTACHMENT

4.	753 Bobcat, or equal, skid steer loader with debris grapple	per hour	$130.00
5.	753 Bobcat, or equal, skid steer loader with bucket	per hour	$130.00
6.	753 Bobcat, or equal, skid steer loader with street sweeper	per hour	$130.00
7.	30-50 HP farm tractor with box blade or rake	per hour	$70.00
8.	2-2 ½ cu. yd. articulated loader with bucket	per hour	$160.00
9.	3-4 cu. yd. articulated loader with bucket	per hour	$170.00
10.	JD 648E, or equal, log skidder	per hour	$135.00
11.	Caterpillar D4, or equal, dozer	per hour	$105.00
12.	Caterpillar D6, or equal, dozer	per hour	$175.00
13.	Caterpillar D8, or equal, dozer	per hour	$230.00
14.	Caterpillar, or equal, 125-140 HP motor grader	per hour	$145.00
15.	JD 690, or equal, trackhoe with debris grapple	per hour	$165.00
16.	JD 690, or equal, trackhoe with bucket & thumb	per hour	$165.00
17.	Rubber tire trackhoe with debris grapple	per hour	$175.00
18.	JD 310, or equal, rubber tire backhoe with bucket & hoe	per hour	$108.00
19.	Rubber tire excavator with debris grapple	per hour	$170.00
20.	210 Prentiss, or equal, knuckleboom with debris grapple	per hour	$150.00
21.	Caterpillar 623, or equal, self-loader scraper	per hour	$240.00
22.	Hand fed debris chipper	per hour	$45.00
23.	300-400 Tub grinder	per hour	$470.00
24.	Diamond Z, or equal, 800-1,000 HP tub grinder	per hour	$580.00
25.	30 Ton crane	per hour	$200.00
26.	50 Ton crane	per hour	$235.00
27.	100 Ton crane, with 8 hour minimum	per hour	$350.00
28.	40-60' Bucket truck	per hour	$165.00
29.	Service truck	per hour	$95.00
30.	Water truck	per hour	$95.00

31.	Portable light plant	per hour	$35.00
32.	Equipment transports	per hour	$130.00
33.	Pickup truck, unmanned	per hour	$49.00
34.	Self-loading dump truck with knuckleboom and debris grapple	per hour	$180.00
35.	Single axle dump truck, 5-12 cu. yd.	per hour	$65.00
36.	Tandem dump truck, 16-20 cu. yd.	per hour	$98.00
37.	Trailer dump truck, 24-40 cu. yd.	per hour	$98.00
38.	Trailer dump truck, 41-60 cu. yd.	per hour	$122.00
39.	Trailer dump truck, 61-80 cu. yd.	per hour	$149.00
40.	Power screen	per hour	$230.00
41.	Stacking conveyor	per hour	$50.00
42.	Off road truck	per hour	$190.00

C. Labor and Material

Item	Description	Unit of Measure	Cost
1.	Operations Manager	per hour	$85.00
2.	Superintendent with truck, phone and radio	per hour	$70.00
3.	Foreman with truck, phone and radio	per hour	$65.00
4.	Safety/quality control inspector with vehicle, phone and radio	per hour	$68.00
5.	Inspector with vehicle, phone and radio	per hour	$43.00
6.	Climber with gear	per hour	$125.00
7.	Saw hand with chainsaw	per hour	$44.00
8.	Laborers and flagmen	per hour	$38.00
9.	Timekeeper	per hour	$47.00
10.	HazMat professional	per hour	$240.00
11.	Household HazMat inspection and removal crew	per hour	$150.00
12.	FEMA public assistance manager	per hour	$140.00
13.	FEMA documentation clerk	per hour	$50.00
14.	Community assistance/hot line operators	per hour	$30.00
15.	Project manager/HazMat supervisor	per hour	$85.00
16.	Project manager/HazMat supervisor overtime	per hour	$125.00
17.	Field logitcian/HazMat technician	per hour	$55.00
18.	Field logitcian/HazMat technician overtime	per hour	$82.00

19.	Resources technician	per hour	$55.00

D. Emergency Power Generators and Support Equipment

Item	Description	Unit of Measure	Daily/Weekly Cost	
1.	10 KW generator	per day (24 Hrs)	$95.00 Daily / $650.00 Weekly	Notes
2.	15 KW generator	per day (24 Hrs)	$95.00 Daily / $650.00 Weekly	Notes
3.	25 KW generator	per day (24 Hrs)	$135.00 Daily / $930.00 Weekly	Notes
4.	50 KW generator	per day (24 Hrs)	$225.00 Daily / $1500.00 Weekly	Notes
5.	75 KW generator	per day (24 Hrs)	$265.00 Daily / $1800.00 Weekly	Notes
6.	100 KW generator	per day (24 Hrs)	$325.00 Daily / $2200.00 Weekly	Notes
7.	175 KW generator	per day (24 Hrs)	$445.00 Daily / $3000.00 Weekly	Notes
8.	250 KW generator	per day (24 Hrs)	$555.00 Daily / $3800.00 Weekly	Notes
9.	300 KW generator	per day (24 Hrs)	$660.00 Daily / $4500.00 Weekly	Notes
10.	350 KW generator	per day (24 Hrs)	$795.00 Daily / $5500.00 Weekly	Notes
11.	500 KW generator	per day (24 Hrs)	$995.00 Daily / $6900.00 Weekly	Notes
12.	750 KW generator	per day (24 Hrs)	$1195.00 Daily / $8300.00 Weekly	Notes

ATTACHMENT

13.	800 KW generator	per day (24 Hrs)	$1275.00 Daily / $8900.00 Weekly	Notes
14.	1000 KW generator	per day (24 Hrs)	$1585.00 Daily / $11,000 Weekly	Notes
15.	1250 KW generator	per day (24 Hrs)	$1975.00 Daily / $13,800 Weekly	Notes
16.	1500 KW generator	per day (24 Hrs)	$2375.00 Daily / $16,500 Weekly	Notes
17.	1750 KW generator	per day (24 Hrs)	$2575.00 Daily / $18,000 Weekly	Notes
			Weekly/Monthly Cost	
18.	Tails	per day (24Hrs)	Cost + 15%	
19.	Cables (400 amp) 50 ft.	per day (24Hrs)	$50.00 Weekly / $125.00 Monthly	

NOTES: The above rates do not include Transportation (Pickup/Delivery), Freight Fees, Installation, fueling and refueling, and servicing of generators, if needed. These items will be passed on to the client at cost with no markup.

ATTACHMENT F

Commitment Letter to Perform Services

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 459-7433

March 26, 2019

City of Pompano Beach
Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, FL 33060

Re: RFP E-18-19 Emergency Debris Management and Disaster Recovery Technical Assistance

CrowderGulf is pleased to submit the enclosed proposal as a firm and irrevocable offer in response to the RFP referenced above. We want to expresses our desire to enter into agreement with the City of Pompano Beach for Emergency Debris Management and Disaster Recovery Technical Assistance. We believe we are the best company to provide the City the requested services based on our personal experience, and our many years of experience and capabilities as synopsized below and demonstrated in the attached proposal.

CrowderGulf is a national full-service debris management firm with over forty-nine (49) years' experience in helping communities like the City of Pompano Beach recover from disasters. Having managed successful debris clean-up operations in fifteen (15) states, including Florida, we have developed one of the most capable recovery management teams in the Country. Our team completed 91 activations last Hurricane season and CrowderGulf received the ***American Public Works Association – Florida Chapter 2018 Contractor of the Year Award*** for our work within the City of Punta Gorda, Florida. Our disaster experience includes the completion of **over four hundred-fifty (465) disaster recovery projects** and success in removing, reducing and disposing of **over three hundred and fifty (385) million cubic yards of debris** and is testament to our ability to meet the scope of work established by the City.

CrowderGulf's management team includes previous FEMA Directors, Emergency Managers and qualified Debris Specialists with 40+ years of training and "boots on the ground" field experience. You will find our team fully knowledgeable in all aspects of debris clean-up from operational methodology to quality control and FEMA public assistance reimbursements. We recognize that an efficient, orderly and safe debris management operation can only be achieved by experienced on-site personnel. Our key management and field staff have obtained numerous FEMA and OSHA certifications in emergency management, safety and environmental compliance and remain with you from contract activation to closeout.

The knowledge and experience of the CrowderGulf management team, coupled with our personal inventory of heavy equipment and a large cadre of dedicated subcontractors, has meant that every project has been completed successfully and within contract timelines. **Our team is dedicated to following FEMA 325 guidelines and meeting 2 CFR requirements.** We are well versed in the Sandy Recovery Improvement Act and Moving Ahead for Progress (MAP 21) initiatives and work diligently with our clients to incorporate these incentives into our debris recovery process. Our past experience enables us to assemble uniquely trained and experienced project teams and match specialized equipment and resources with project execution requirements. We believe training and pre-planning are keys to a successful debris removal operation. CrowderGulf provides **pre-planning** and **training** to our clients **free of charge** throughout the contract term.

CrowderGulf is committed to responding to any event in the City of Pompano Beach, regardless of size or type, with utmost promptness. **Don Madio, Florida Regional Manager**, is a very experienced member of the CrowderGulf team. He is a long time Florida resident and has first-hand experience working disaster declarations. He recently managed multiple contracts after Hurricane Michael and Hurricane Irma caused significant damage to the State of Florida. He has been assigned to meet the needs and requests of the City throughout the year. He can provide valuable knowledge and experience with an inherent commitment and dedication to the City. Don Madio can be reached at 813-285-8749 or dmadio@crowdergulf.com. Or, you may contact the CrowderGulf Disaster Assistance office at 1-800-992-6207.

Financial strength is one of the most important aspects for the City of Pompano Beach to consider when selecting a debris contractor. Following a major disaster, the City's financial burdens could be substantial. It is important to have a financially strong disaster-experienced contractor, such as CrowderGulf, that will work to get the job completed, regardless of any delays in invoice payments.

CrowderGulf's financial stability is solid and reliable and over the years we have established an excellent line of credit with our financial institution. We have always paid our subcontractors and personnel weekly. This ensures that we are able to provide the very best subcontractors for the City and that we are able to secure additional qualified subcontractors to fulfill any concurrent contracts. CrowderGulf has always met all financial obligations without interruption.

AGGREGATE BONDING CAPACITY	**$ 500,000,000**
SINGLE BONDING CAPACITY	**$ 250,000,000**
OTHER AVAILABLE FUNDING	**$ 80,000,000**

CrowderGulf maintains ***all required insurances*** such as General Liability, Personal Injury, Workers Compensation, Automobile/Equipment Liability, as well as Maritime Insurance. Additional information regarding insurance has been presented with our proposal response.

CrowderGulf has encountered and successfully handled everything within the City's Scope of Work identified in the RFP. This includes removal of eligible disaster-related vegetation, construction & demolition (C&D), hazardous waste, white goods, e-goods, stump removal, marine debris removal, debris reduction and disposal etc. Details of our abilities are summarized in our Past Performance in the attached proposal. A summary of our debris management services include the following.

Our Disaster Management Services include the following:

Pre Planning and Training	Waterway Debris Removal	Demolition
Emergency Road Clearance	Marine Salvage	Dredging
ROW &ROW Debris Removal	Bio-Mass Recycling	Portable Housing
Development & Operation of DMS	Derelict Vehicle and Abandoned Vehicle Removal	Levee Construction
Final Debris Disposal	Removal & Disposal of White Goods & E-Goods	Sonar Scanning
Hazardous Materials Handling	Tree Trimming and Removal (leaners /hangers)	Marine Construction
Technical Disaster Recovery Assistance	Sand Removal, Screening & Breach Restoration	Cellular Tower Construction
Historic Property Preservation	Temporary Ice, Water and Other Consumables	Road and Utility Work
Bulkhead and Pier Replacement Pile Driving	Temporary Power Services/Generators	Land Clearing and Site Prep

We greatly appreciate the opportunity to submit this proposal. We assure you that our professional disaster debris team will exceed the expectations of the City of Pompano Beach. We will be pleased to provide any additional information that would assist the City in its deliberations and look forward to your favorable response.

As the President of CrowderGulf, I attest that this proposal is presented in fairness and in good faith without collusion or fraud and I, John Ramsay, have the authority to bind CrowderGulf in all transactions relative to the award of **RFP E-18-19for Emergency Debris Management and Disaster Recovery Technical Assistance.** In addition, Ashley Ramsay-Naile, Senior Vice President, also has the authority to bind the company.

Best Regards,

John Ramsay
President and CEO
jramsay@crowdergulf.com

ATTACHMENT G

Letter of Commitment for Performance and Payment Bond

REGIONS

January 10, 2019

Re: Bank Reference for Crowder Gulf, LLC and Crowder Gulf Joint Venture, Inc.

Please consider this letter as verification that Crowder Gulf, LLC, and its wholly owned entity, Crowder Gulf Joint Venture, Inc., are one of Regions Bank's valued customers. Regions is privileged to have serviced the operating accounts of the companies since 1987, with all accounts handled in an exemplary manner.

The company currently maintains balances in the mid seven figures and a line of credit in the amount of $75,000,000.00.

If you have any questions, please contact me at 251-690-1087.

Sincerely,

Christopher Esfeller
Senior Vice President
Commercial Banking
christopher.esfeller@regions.com

11 N Water Street, Mobile, Alabama 36602

SterlingSeacrest
PARTNERS

January 3, 2019

RE: CrowderGulf Joint Venture, Inc.
Status of Bondability

To Whom It May Concern:

Sterling Seacrest Partners is proud to represent CrowderGulf Joint Venture, Inc. We consider them to be a premier contractor in their field and we do not hesitate to recommend them for you project needs.

Travelers Casualty and Surety Company of America has a A.M. Best rating of "A++, XV" and provides a bonding program to CrowderGulf Joint Venture, Inc. with single bond limits up to $250,000,000 and an aggregate program of $500,000,000. These limits are not to be construed as maximums but are established to handle the daily needs of our client.

As always, Travelers Casualty and Surety Company of America reserves the right to perform standard underwriting at the time of any bond request. This includes, but will not be limited to the acceptability of the contract documents, bond forms and project financing. We assume no liability for any reason if we do not execute the bonds as requested. This letter is not an assumption of liability, nor should it be considered a bid, payment or performance bond. If you should have any questions, please do not hesitate to contact us.

Sincerely,

Sterling Seacrest Partners

James C. Congelio

ATTACHMENT H

Certificate of Liability Insurance

No. 40 REVISED

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 6/21/2019

PRODUCER

Point Clear Insurance Services LLC
368 COMMERCIAL PARK DRIVE
FAIRHOPE, AL 36532-1910

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A THE GRAY INSURANCE COMPANY

COMPANY B

COMPANY C

COMPANY D

INSURED

CrowderGulf Joint Venture, Inc.
5435 Business Parkway
Theodore, AL 36582-1675

APPROVED J. Smith
By Jamuti Smith at 4:03 pm, Aug 19, 2019

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY OWNER'S & CONTRACTOR'S PROT	XSGL-074306	9/1/2017	7/1/2020	GENERAL AGGREGATE	Unlimited
					PRODUCTS – COMP/OP AGG	$3,000,000.00
					PERSONAL & ADV INJURY	$1,000,000.00
					EACH OCCURRENCE	$1,000,000.00
					FIRE DAMAGE (Any one fire)	$50,000.00
					MED EXP (Any one person)	$5,000.00
A	**AUTOMOBILE LIABILITY** X ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	XSAL-075300	9/1/2017	7/1/2020	COMBINED SINGLE LIMIT	$1,000,000.00
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE	
	GARAGE LIABILITY ANY AUTO				AUTO ONLY – EA ACCIDENT	
					OTHER THAN AUTO ONLY EACH ACCIDENT	
					AGGREGATE	
A	**EXCESS LIABILTY** UMBRELLA FORM X OTHER THAN UMBRELLA FORM	GXS-043486	7/1/2019	7/1/2020	EACH OCCURRENCE	$4,000,000.00
					AGGREGATE	$4,000,000.00
A	**WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY** THE PROPREITOR/ PARTNERS/EXECUTIVE OFFICERS ARE: X INCL EXCL	GWC-071021-FL3	7/1/2019	7/1/2020	X WC STATU-TORY LIMITS / OTH ER	
					EL EACH ACCIDENT	$1,000,000.00
					EL DISEASE – POLICY LIMIT	$1,000,000.00
					EL DISEASE – EA EMPLOYEE	$1,000,000.00
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.

Emergency Debris Management and Disaster Recovery Technical Assistence

CERTIFICATE HOLDER

2523#40_REVISED

City of Pompano Beach, Florida
Attn: Ascelete Hammond, Deputy City Clerk
100 West Atlantic Blvd.
Pompano Beach, FL 33060

CANCELLATION

In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.

AUTHORIZED REPRESENTATIVE

John S Simpson

THE GRAY INSURANCE COMPANY

GCF 00 50 01 01 12

Louisiana certificate form:
LDI COI 280990 01 12

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:
Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.
Primary Insurance Wording Included when required by written contract.
Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).
Premises/Operations
Products/Completed Operations
Contractual Liability
Sudden and Accidental Pollution Liability
Occurrence Form
Personal Injury
"In Rem" Endorsement
Cross Liability
Severability of Interests Provision
"Action Over" Claims
Independent Contractors coverage for work sublet
Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.
General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.
U.S. Longshoremen's and Harbor Workers Compensation Act Coverage
Outer Continental Shelf Land Act
Jones Act (including Transportation, Wages, Maintenance, and Cure),
Death on the High Seas Act & General Maritime Law.
Maritime Employers Liability Limit: $1,000,000
Voluntary Compensation Endorsement
Other States Insurance
Alternate Employer/Borrowed Servant Endorsement
"In Rem" Endorsement
Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies
Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured when required by written contract.

ATTACHMENT I

FHWA FORM 1273

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal 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.

b. 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 Federal 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.

2. 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. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ATTACHMENT J

Solicitation E-18-19

Florida's Warmest Welcome

CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-18-19

EMERGENCY DEBRIS MANAGEMENT AND DISASTER RECOVERY TECHNICAL ASSISTANCE

RFP OPENING: March 28, 2019 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060

February 27, 2019

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
E-18-19
EMERGENCY DEBRIS MANAGEMENT AND DISASTER RECOVERY TECHNICAL ASSISTANCE

The City is seeking proposals from qualified firms to provide emergency debris management and disaster recovery technical assistance to the City for the solid waste department.

The City will receive sealed proposals until **2:00 p.m. (local), March 28, 2019**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of proposers will be read aloud in a public forum.

Introduction

The City announces that it is requesting proposals and qualification statements from eligible firms to enter into a pre-event contract at no immediate costs for the following services: Clean-up, demolition, removal, reduction and disposal of debris as directed by the City in order to eliminate threats to life, public health, and safety, to eliminate immediate threats of significant damage to improved public or private property and that which is considered essential to ensure economic recovery of the City, to provide disaster recovery technical program management assistance to the appointed and elected City officials. One or more proposers may be selected to provide differing elements or levels of scope of work in accordance with the capabilities of involvement each respondent proposes.

A. Scope Of Services

1. Scope

The qualified firm(s) will develop and present the scope of services, meeting the City's needs. The work to be undertaken includes, but is not limited to:

a. **Emergency Road Clearance** – Removal of debris from the primary transportation routes as directed by the City.

b. **Debris Removal from Public Property** – Removal of debris from public rights-of-way. Removal of debris beyond public rights-of-way as necessary to abate imminent and/or significant threats to the public health and safety of residents.

c. **Debris Removal from Private Property** – Should an imminent threat to life, safety, and health to the general public be present on private property, the Contractor, as directed by the City, will accomplish the removal of debris from private property.

d. **Temporary Debris Staging and Reduction (TDSRS)** - The Contractor will prepare and maintain a sufficient number of TDSRS facilities to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include maintenance of the TDSRS entry and exit road(s) for the entire period of debris hauling, including provision of stone for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads.

All debris shall be processed in accordance with local, State and Federal laws, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved by the City. Prior to reduction, all debris shall be segregated by vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.

e. **Generated Hazardous Waste Abatement** – Abatement or disposal of hazardous waste identified by the City in accordance with all applicable Federal, State and local laws, standards and regulations.

f. **Debris Disposal** – Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process will be in accordance with all applicable Federal, State and local laws, standards and regulations.

g. **Documentation and Inspections** – Storm debris shall be subject to inspection by the City. Inspections will be to insure compliance with the contract and applicable local, State and Federal laws. The Contractor will, at all times, provide the City access to all work sites and disposal areas. The Contractor and the City will have in place at the Temporary Debris Staging and Reduction (TDSRS's) personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS's. The Contractor will assist the City in preparation of Federal (FEMA and FHWA) and State reports for any potential reimbursement through the training of City employees and the review of documentation prior to submittal. The Contractor will work closely with the Florida Division of Emergency Management, FEMA, FHWA and other applicable State and Federal Agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.

h. **Work Areas** – The City will establish and approve all areas where the Contractor will be allowed to work. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition.

i. **White Goods** – The contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined by the Florida Administrative Code. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and local laws

j. **Hazardous Stumps** – The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the City. The City reserves the right to process stumps based on a per unit or on a yardage basis. Stumps converted to yardage will be based on FEMA May 15, 2007 publication DAP9523.11 stump conversion table and paid at the per yard regular vegetation rate. Stumps shall be hauled to the TDSRS where they shall be processed in accordance with all applicable Federal, State and local laws, standards and regulations

k. **Fill Dirt** – The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the City.

l. **Documentation and Recovery Process** – Contractor will provide the following assistance in addition to debris removal:

i. Recovery process documentation - Create recovery process documentation plan.

ii. Maintain documentation of recovery process.

iii. Provide written and oral status reports as requested by the City.

iv. Review documentation for accuracy and quantity.

v. Assist in preparation of claim documentation.

2. WORK SCENARIOS

a. **Spot Jobs – Localized** – In this event, the Contractor may be called upon to provide retrieval, hauling and/or reduction by chain saw of localized woody debris. The work will more likely be assisting City resources.

b. **Small Event – Widespread Or City-Wide** – In this event, the Contractor may provide all necessary supervision, labor, and all equipment to clean, remove, haul, recycle, and/or dispose of all types of debris with its own resources, except that City land may be provided for temporary storage.

c. **Significant Event – Removal, Reduction, Hauling – Vegetative Debris Only – Widespread Or City-Wide** – In this event, the Contractor may provide all necessary supervision, labor and all equipment to remove, reduce (grind and mulch) and haul vegetative debris to a disposal site designated manned, and operated by a government agency or contractor.

d. **Significant Event – Removal, Reduction, Hauling, And Separating Mixed Debris – Widespread Or City-Wide** - In this event, the Contractor may provide all necessary supervision, labor and all equipment to remove, reduce (grind and mulch) and haul debris to a disposal site designated, managed and operated by a government agency or contractor.

e. **Catastrophic Event – Removal, Reduction, Hauling, And Separating Mixed Debris– City-Wide** – In this event, the Contractor may provide all necessary supervision, labor and all equipment to remove reduce, recycle and haul mixed debris to multiple disposal sites designated, managed and operated by government agencies, the contractor or a third party.

f. **Catastrophic Event – Site Management – City-Wide** - In this event, the Contractor will be tasked to plan, setup, mobilize equipment, manage, operate and close one or more debris management sites citywide including burn operations. The Contractor will be responsible for all necessary traffic control, weighing, measuring, reduction, recycling, and all other necessary operations for the operation of the site(s) through closeout. Proposers shall prove experience with site management and FEMA requirements, rules and regulations to qualify for this scope.

B. Tasks/Deliverables

See Attachment A.

C. Term of Contract

It is the intent of the City to issue one, or multiple, one-year contracts with four (4) possible one-year renewal terms for the work described herein.

D. Required Proposal Submittal

1. Details of proposed response plan and experience in debris management as applies to the scope of services and the list of scenarios, described above. If subcontractors are to be utilized as a resource for personnel and equipment to perform any portion of the scope of this project, Contractor shall include a subcontracting plan including percentage participation and a list of subcontractors that the Contractor plans to utilize.

2. List of costs associated with technical services and/or tasks to be provided by the Contractor. Provide unit costs for all services/items offered by your firm, listed on Attachment A. Also, provide unit costs for any additional services/items offered by your firm, but not listed on Attachment A.

3. Description of the Firm, to include the following:

    a. Legal name, years in business, financial capacity, officers, staff size, and staff breakdown by classification.
    b. List of all disaster-specific experience within the last five (5) years, including response time, client, contact person, cost per project.

    c. List of equipment available for recovery projects.

d. Copy of current insurance coverage maintained for this type of work.

e. List of legal actions brought against the Firm within the last five (5) years.

f. At least three (3) letters of reference.

Firm must be eligible to obtain a license to do business of this nature in Broward County, Florida, provide documentation.

Submission/Format Requirements

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

Title page:
Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:
Include a clear identification of the material by section and by page.

Letter of Transmittal:
Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Fees & Costs:
Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

Schedule:
Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

References:
Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Litigation:
Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:
The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.
The City reserves the right to request additional information to ensure the proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

BONDING

The Contractor shall furnish to the City, prior to the commencement of operations, a Performance and Payment Bond executed by the Contractor, and surety company authorized to do business in the State of Florida, in an amount equal to the value established within an issued Task Order or work authorization, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value. The City will only accept a Performance and Payment bond issued by a firm with an A.M. Best rating of "A-" (Excellent) or better.

A letter from your bonding company that verifies you can comply with this requirement and are capable of having a bond issued in an amount equal to or exceeding $100,000,000.00 must be included with your proposal. The City will not waive this requirement.

E. Insurance

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the CITY's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to CITY staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance		**Limits of Liability**
GENERAL LIABILITY:		Minimum $1,000,000 Per Occurrence and $2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis		
XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
__	explosion & collapse hazard	
__	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
__	sexual abuse/molestation	Minimum $1,000,000 Per Occurrence and Aggregate
__	liquor legal liability	Minimum $1,000,000 Per Occurrence and Aggregate

---

AUTOMOBILE LIABILITY:		Minimum $1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), Property damage, bodily injury and property damage combined.
XX	comprehensive form	
XX	owned	

XX hired
XX non-owned

REAL & PERSONAL PROPERTY

__ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY			Per Occurrence	Aggregate
XX	umbrella form other than umbrella	bodily injury and property damage combined	$1,000,000	$5,000,000

PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
XX	* Policy to be written on a claims made basis	$1,000,000	$1,000,000

---

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of four (4) years unless terminated sooner by the applicable statute of limitations.

CYBER LIABILITY		Per Occurrence	Aggregate
__	* Policy to be written on a claims made basis	$1,000,000	$1,000,000

__ Network Security / Privacy Liability
__ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
__ Technology Products E&O - $1,000,000 (only applicable for vendors supplying technology related services and or products)
__ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars ($100,000.00) per employee, Five Hundred Thousand Dollars ($500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

(1) Certificates of Insurance evidencing the required coverage;

(2) Names and addresses of companies providing coverage;

(3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

F. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

	Criteria	Point Range
1	**Experience and Expertise** Been in the disaster debris management business for 10+ years. Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-30
2	**Ability to complete the project** History and performance of firm/project team on similar projects. References and recommendations from previous clients. Level and number of large generation events.	0-30
3	**Resources and Methodology** Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided, compliance with RFP conditions, and approach to meeting goals and deadlines. Ability to bond up to $100M Financial resources.	0-15
4	**Cost** Including the overall project-task budget and itemized cost breakdowns. (Note: Costs will be placed into a mock storm scenario.)	0-25
	Total	**0-100**

NOTE:

Financial statements that are required as submittals to prequalify for a solicitation will be exempt from public disclosure; however, financial statements submitted to prequalify for a solicitation, and are not required by the City, may be subject to public disclosure.

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

G. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

H. Right to Audit

Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.

Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.

I. Retention of Records and Right to Access

The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

a. Keep and maintain public records required by the City in order to perform the service;

b. Upon request from the City's custodian of public records, provide the City with a copy of 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 or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;

d. 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; and

e. 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.

J. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

K. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

L. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

M. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

N. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of

Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

O. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

P. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

Q. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

R. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

S. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

T. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

U. Standard Provisions

1. Governing Law

   Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Licenses

   In order to perform public work, the successful Proposer shall:
   Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict Of Interest

   For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

12. Public Records

a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

   i. Keep and maintain public records required by the City in order to perform the service;

   ii. Upon request from the City's custodian of public records, provide the City with a copy of 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 or as otherwise provided by law;

   iii. 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; and

   iv. 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.

b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

V. Questions and Communication

All questions regarding the RFP are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

W. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

X. Contractor Performance Report

The City will utilize the Contractor Performance Report to monitor and record the successful proposer's performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to this solicitation.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRITY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify

☐

Exhibit – Contractor Performance Report

City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

CITY OF POMPANO BEACH
CONTRACTOR PERFORMANCE REPORT

1. Report Period: from _____ to _____

2. Contract Period: from _____ to _____

3. Bid# & or P.O.#: _____

4. Contractor Name: _____

5. City Department: _____

6. Project Manager: _____

7. Scope of Work (Service Deliverables): _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Exhibit – Contractor Performance Report

CATEGORY	RATING	COMMENTS
1. Quality Assurance/Quality Control - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
2. Record Keeping -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
3. Close-Out Activities - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
4. Customer Service - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
5. Cost Control - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
6. Construction Schedule - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	
SCORE	_____	**ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED**

RATINGS
Poor Performance (1.0 – 1.59)*: Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.*
Satisfactory Performance (1.6 – 2.59)*: Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.*
Excellent Performance (2.6 – 3.0): *Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customers expectations are exceeded.*

Would you select/recommend this contractor again? _____ Yes _____ No

Please attach any supporting documents to this report to substantiate the ratings that have been provided.

_____	_____	_____
Ratings completed by (print name)	Ratings completed by signature	Date
_____	_____	_____
Department Head (print name)	Department Head Signature	Date
_____	_____	_____
Vendor Representative (print name)	Contractor Representative Signature	Date

Comments, corrective actions etc., use additional page if necessary:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

COMPLIANCE WITH 2 C.F.R. PART 200, APPENDIX II
(SUPPLEMENTAL PROVISIONS APPLICABLE TO PROCUREMENTS
FUNDED IN WHOLE OR IN PART THROUGH ANY FEDERAL AWARD OR GRANT)

The Successful Contractor shall be required to adhere to the requirements set forth in this Exhibit, which may be incorporated into the Contract resulting from E-18-19 (the "Bid"). References to "MUNICIPALITY" shall refer to the City of Pompano Beach, Florida, and references to "CONTRACTOR" shall refer to the Contractor awarded the Bid.

CONTRACTOR AGREES TO ABIDE BY THE FOLLOWING REQUIREMENTS:

EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR must comply with Executive Order 11246 (3 CFR, 1964-1965 Comp., p. 339), "Equal Employment Opportunity," as amended by Executive Order 11375 (3 CFR, 1966-1970 Comp., p. 684), "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." In accordance with such requirements, during the performance of this Contract, CONTRACTOR agrees as follows:

A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

D. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments

under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

G. In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. CONTRACTOR will include the provisions of subparagraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (CONTRACTS IN EXCESS OF $100,000 THAT INVOLVE THE EMPLOYMENT OF MECHANICS OR LABORERS)

A. Overtime requirements. Neither CONTRACTOR or subcontractors contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, CONTRACTOR and such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. MUNICIPALITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of CONTRACTOR or such subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACTS

A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. CONTRACTOR agrees to report each violation to MUNICIPALITY and understands and agrees that MUNICIPALITY will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

C. CONTRACTOR agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. CONTRACTOR agrees to report each violation to MUNICIPALITY and understands and agrees that MUNICIPALITY will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, FEMA, and the appropriate Environmental Protection Agency Regional Office.

C. CONTRACTOR agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FEMA.

ENERGY EFFICIENCY

CONTRACTOR and each subcontractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

SUSPENSION AND DEBARMENT

Federal regulations restrict MUNICIPALITY from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities Accordingly, a contract or subcontract must not be made with any parties listed on the System for Awar

Management ("SAM") Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C during the term of this Contract and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) CONTRACTOR must verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov and complete the Debarment Certification attached hereto. This certification is a material representation of fact relied upon by MUNICIPALITY. If it is later determined that CONTRACTOR failed to comply, in addition to remedies available to the Florida Division of Emergency Management and MUNICIPALITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING (CONTRACTS EXCEEDING $100,000.00)

Contractor must complete the required Lobbying Certification attached hereto. Each tier must also certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

(i) Competitively within a timeframe providing for compliance with the Contract performance schedule;

(ii) Meeting Contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

A. CONTRACTOR agrees to provide MUNICIPALITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents,

papers, and records of CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the Contract.

RETENTION OF RECORDS

CONTRACTOR shall retain all required records for at least five years after MUNICIPALITY makes final payment and all other pending matters are closed.

DHS SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund some of all of the services required under this Contract. CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the MUNICIPALITY, CONTRACTOR, or any other party pertaining to any matter resulting from the Contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to CONTRACTOR's actions pertaining to this Contract.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

(1) Affirmative steps for the prime contractor to take regarding subcontractors must include:

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

(2) Contractor shall sign the Statement of Compliance - Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

DAVIS-BACON ACT (PRIME CONSTRUCTION CONTRACTS IN EXCESS OF $2,000)

Contractor shall comply with the requirements of the Davis-Bacon Act as set forth in 29 C.F.R. §5.5. Contractor shall sign the Statement of Compliance (Davis-Bacon Act) form.

COPELAND ANTI-KICKBACK ACT (PRIME CONSTRUCTION CONTRACTS IN EXCESS OF $2,000)

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.
The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

STATEMENT OF COMPLIANCE (DAVIS BACON ACT)

The undersigned CONTRACTOR hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by the Davis Bacon Act and the applicable conditions of the Contract.

Dated _____, 20___ _____
Contractor

By_____
(Signature)

By_____
(Name and Title)

STATE OF ( )
) SS.
COUNTY OF ( )

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20____.

(NOTARY SEAL)

_____
(Signature of person taking acknowledgment)

_____
(Print Name of officer taking acknowledgment)

_____
(Title or rank)

My commission expires:

_____
(Serial number, if any)

BYRD ANTI LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

To be submitted with each bid or offer exceeding $100,000.00

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.* apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

Date_____

STATEMENT OF COMPLIANCE - SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The undersigned CONTRACTOR hereby swears under penalty of perjury that CONTRACTOR took the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms were used when possible:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Dated _____, 20___ _____

Contractor

By_____

(Signature)

By_____

(Name and Title)

STATE OF ( )

) SS.

COUNTY OF ( )

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20____.

(NOTARY SEAL)

_____

(Signature of person taking acknowledgment)

_____

(Print Name of officer taking acknowledgment)

_____

(Title or rank)

My commission expires: _____

(Serial number, if any)

RESOLUTION NO. 2020-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH CROWDER GULF JOINT VENTURE, INC. FOR DISASTER DEBRIS RECOVERY SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 27, 2019, the City of Pompano Beach entered into an agreement with Crowder Gulf Joint Venture, Inc. ("Crowder Gulf"), pursuant to the City of Pompano Beach Request for Proposals E-18-19 for emergency debris management and disaster recovery technical assistance ("Pompano Agreement"); and

WHEREAS, the Town wishes to contract with Crowder Gulf, utilizing the Pompano Agreement for emergency disaster debris recovery services; and

WHEREAS, the Town is authorized to piggyback agreements pursuant to Section IV.E. of the Town's Purchasing Manual; and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve a piggyback agreement with Crowder Gulf for emergency disaster debris recovery services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT:

SECTION 1. Recitals. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

SECTION 2. **Piggyback Agreement Approved**. The Piggyback Agreement with Crowder Gulf for emergency disaster debris recovery services, attached hereto as Exhibit "A," is hereby approved.

SECTION 3. Authorization to Execute the Agreement. The Town authorizes the Town Manager or his designee to execute the Agreement, in substantially the same form as

attached Exhibit "A," together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

SECTION 4. <u>Authorization to Implement</u>. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

SECTION 5. <u>Effective Date</u>. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED on this ___ day of March, 2020.

_____
MAYOR CHRIS VINCENT

Attest:

_____
Tedra Allen CMC, Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

Agenda Item No: 11.d

Town Commission Agenda Item Report

Meeting Date: March 10, 2020
Submitted by: Lucila Lang/Ken Rubach
Submitting Department: Finance/Municipal Services
Item Type: Consent
Agenda Section: CONSENT AGENDA

Subject Title:
FY 2019/2020 Budget Amendment (Lucila Lang, Finance Director/Ken Rubach, Municipal Services Director)

Explanation:
This budget amendment is being requested in order to carry forward balances for projects that were not completed in FY19.

Bougainvilla and Friedt Park projects were not completed in FY19. The budgeted items in FY19 need to be moved to FY20 so that work can begin upon Commission approval of this budget amendment. The Town Commission approved Guaranteed Maximum Prices for the Bougainvilla project on January 28, 2020 and the Friedt Park project on February 11, 2020. The budgeted amount in FY19 was slightly lower ($200,000) than the latest approval which was 10% higher.

Recommendation:
Staff requests approval of Resolution 2020-10 authorizing a Budget Amendment in the amount of $427,786.00.

Attachments:
1. Budget Amendment
2. LBTS Friedt Park Upgrades Breakdown
3. Resolution 2020-10

EXHIBIT A

FY 2019/2020 Budget Amendment

REVENUES

Fund	Department / Project Number	Current Budget	Proposed Budget	Variance	Explanation
310-Parking	000.000 Appropriated Fund Balance	-	427,786	427,786.00	To carry forward balances for projects that were not completed in FY19.
	Total Revenues			427,786.00	

EXPENDITURES

Fund	Department / Project Number	Current Budget	Proposed Budget	Variance	Explanation
310-Parking	545 Parking Operations / 500.630 Capt Out OTB	393,460	821,246	427,786.00	Bougainvilla and Friedt Park Projects were not completed in FY19. The budgeted items in FY19 need to be moved to FY20 so that work can begin upon Commission approval. The budgeted amount in FY19 was slightly lower ($200,000) than the latest approval which was 10% higher.
	Total Expenditures			427,786.00	

SCEC
State Contracting & Engineering Corporation

ESTIMATE SUMMARY
GMP

LBTS Friedt Park Upgrades

ESTIMATE NO./REF. GMP_01.20.20
TIME TO COMPLETE (days): 120
PROJECT NUMBER: $0
LOCATION/OWNER: Town of Lauderdale by Sea
BID DATE: 1.28.20

GMP

1	2	3	4	5	6	7	8	60.62	10
Div. No.	CSI Cost Code	Bid Package	Description of Work	Plaza & Landscape Bid Amount	Name of Bidder	Number Bids	% Low	Bid Package	MWBE
Division 01 - General Requirements									
01	01 00 00	01100 √	Construction Phase Fee	38,581	SCEC	1	-	-	-
01	-	01450 √	Testing Services	600	Nutting Eng.	1	-	-	-
01	-	00360 √	Permits	1	By LBTS	1	-	-	-
01	-	01105 √	General Conditions	3,932		0	-	-	
01	-	01110 √	General Requirements (Site)	8,650	SCEC	1	-	-	-
Division 02 - Existing Conditions									
02	02 40 00	02220 √	Site Demolition	1	None	1	-	0.00	-
02	-	- √	MOT	1,000	SCEC	1	-	0.10	-
Division 03 - Concrete									
03	03 30 00	03300 √	Concrete Shell	1	None	1	-	0.00	-
Division 12 - Furnishings									
12	-	- √	Install Site Furniture	1	by LBTS	1	-	0.00	-
Division 26 - Electrical									
26	26 00 00	16050 √	Electrical	21,200	Just Electric	2	62.40%	2.12	-
Division 31 - Earthwork									
31	31 00 00	02300 √	Earthwork	59,435	Stanford	1	-	-	-
31	31 10 00	02370 √	Erosion & Sedimentation Controls	1	None	1	-	-	-
31	31 00 00	02360 √	Termite Control - Soil Treatment	1	None	1	-	-	-
Division 32 - Exterior Improvements									
32	32 10 00	02370 √	Concrete Paving	6,190	Homestead Paving	2	31.79%	-	-
32	32 00 00	02780 √	Brick Unit Pavers	13,743	Crossroads	3	1.84%	1.37	-
32	32 30 00	02790 √	Synthetic Grass	12,718	GoForeverGreen	2	2.80%	1.27	-
32	32 00 00	02820 √	Chain Link Fencing	9,945	Carlson	1	-	0.99	-
32	32 80 00	02810 √	Irrigation	3,500	Allowance	1	-	-	-
32	32 90 00	02945 √	Landscape Plants	23,794	Tindall	1	-	-	-
32	32 00 00	02920 √	Misc Patching and Site Restoration	2,605	SCEC	1	-	-	
			Estimate Sub Total Direct Cost =	205,891					
			GENERAL LIABILITY INSURANCE	1.200%	2,471				
			OCP INSURANCE		0				
			BUILDERS RISK						
			SUB TOTAL WITH INSURANCE		208,362				
			BOND	1.264%	2,635				
			SUB TOTAL WITH BOND		210,996				
			CM FEE		15,442				
			SUB TOTAL WITH FEE		226,438				
			Credit		(2,700)				
			OWNERS CONTINGENCY		11,322				
			Estimate Grand Total =		**235,060**				

DATE: 03/03/2020
ACCT NO: 300-577.100-500.630
PO# 201419
DEPT APPROVAL:
FINANCE DEPT APPROVAL:
Town Manager

Agenda Item No: 12.a

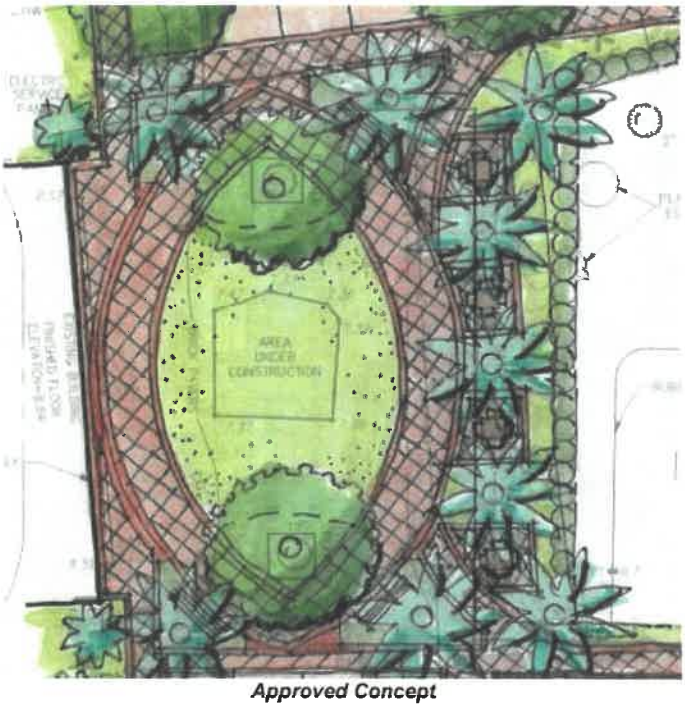
Town Commission Agenda Item Report

Meeting Date: February 11, 2020
Submitted by: Ken Rubach
Submitting Department: Municipal Services
Item Type: Discussion Item
Agenda Section: OLD BUSINESS

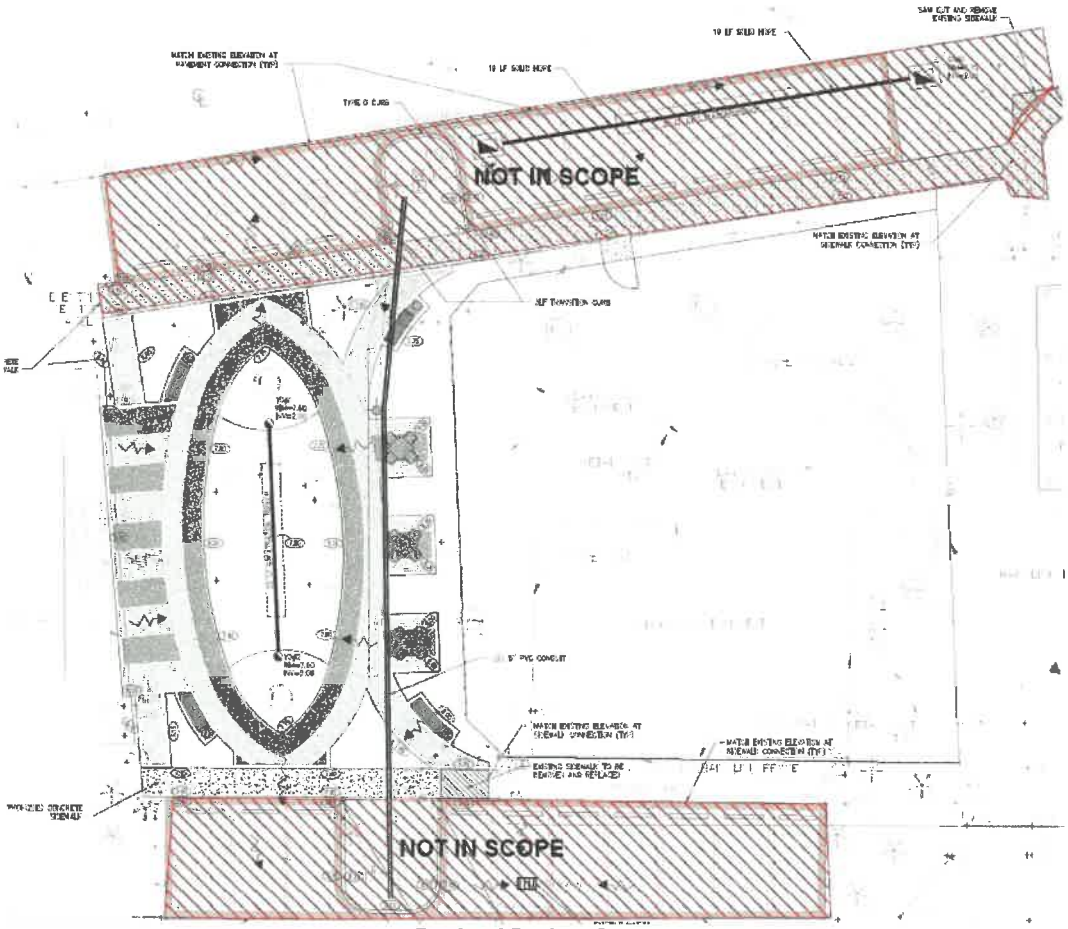
Subject Title:
Approval of a GMP with State Contracting for Friedt Park Courtyard (Ken Rubach, Municipal Services Director)

Explanation: On November 28, 2017, the Town issued Request for Qualifications 17-11-10 ("RFQ"), requesting that qualified general contractor submit their qualifications to the Town to perform as a construction manager at risk for Town projects. On February 27, 2018, pursuant to the RFQ, the Commission awarded State Contracting & Engineering Corporation ("SCEC") a Construction Manager-At-Risk Contract for Continuing Services ("Contract").

At the July 9, 2019 Commission Meeting, Staff presented a paired down concept of the Friedt Park Courtyard ("Courtyard") renovation to the Town Commission that would make modest enhancements to the Courtyard. The Commission provided feedback to staff that they would like to revisit an initial concept that was selected by the Friedt Park Improvement Plan Committee ("Committee"). Staff then met with the Committee members on January 28, 2020 to review the plan and seek input. During that meeting, staff recommended removing the parking enhancements, which required additional storm water drainage infrastructure and added significantly to the cost of the project. The Committee members confirmed this was the design that was selected and agreed with the staff recommendation to remove the parking enhancements due to cost. The concept that was chosen adds new lighting, pavers, upgraded landscaping, seating areas, and an elliptical shaped green space that can be used by residents and visitors for various activities. Pursuant to the Contract, staff requested from SCEC a Guaranteed Maximum Price for the Courtyard renovation.



Approved Concept



Revised Project Scope

RESOLUTION NO. 2020-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A GUARANTEED MAXIMUM PRICE FROM STATE CONTRACTING & ENGINEERING CORPORATION FOR THE FRIEDT PARK COURTYARD PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE A WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 28, 2017, the Town issued Request for Qualifications 17-11-10 ("RFQ"), requesting that qualified general contractors submit their qualifications to the Town to perform as a construction manager at risk for Town projects; and

WHEREAS, on February 27, 2018, pursuant to the RFQ, the Commission awarded State Contracting & Engineering Corporation ("SCEC") a Construction Manager-At-Risk Contract for Continuing Services ("Contract"); and

WHEREAS, at the July 9, 2019 Commission Meeting, Staff presented a paired down concept of the Friedt Park Courtyard ("Courtyard") renovation to the Town Commission that would make modest enhancements to the Courtyard; and

WHEREAS, on January 28, 2020, staff met with the Friedt Park Improvement Plan Committee ("Committee") and recommended removing the parking enhancements, which required additional storm water drainage infrastructure and added significantly to the cost of the project, to which the Committee agreed; and

WHEREAS, pursuant to the Contract, staff requested from SCEC a Guaranteed Maximum Price ("GMP") for the Courtyard renovation; and

WHEREAS, SCEC has provided a GMP of $235,060.00 to perform the work, which will take approximately 3 months to complete; and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve the GMP and authorize the Town Manager to execute a work authorization with SCEC.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT:

SECTION 1. Recitals. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

SECTION 2. GMP Approved. The GMP from SCEC in the amount of $235,060.00 for the Friedt Park Courtyard Renovation Project, is hereby approved.

SECTION 3. Authorization to Execute a Work Authorization. The Town authorizes the Town Manager or his designee to execute a work authorization for an amount not to exceed $235,060.00, subject to the terms of the work authorization being acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

SECTION 4. Authorization to Implement. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

SECTION 5. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED on this ___ day of February, 2020.

_____
MAYOR CHRIS VINCENT

Attest:

_____
Tedra Allen, Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

Edner Saint-Jean

From: Ken Rubach
Sent: Monday, March 2, 2020 2:21 PM
To: Edner Saint-Jean; Tiana Ganswith
Cc: Lucila Lang; Tedra Allen
Subject: RE: PO's for State Contracting

Tedra,

Please provide the meeting minutes for 2-11-20 Meeting. Edner the items are in the agenda folder for 2-11-20. Both items passed as previously mentioned.

Thank You,

Ken Rubach
LBTS Municipal Services Director

From: Edner Saint-Jean <edners@lauderdalebythesea-fl.gov>
Sent: Monday, March 2, 2020 2:17 PM
To: Ken Rubach <kenr@lauderdalebythesea-fl.gov>; Tiana Ganswith <TianaW@lauderdalebythesea-fl.gov>
Cc: Lucila Lang <lucilal@lauderdalebythesea-fl.gov>
Subject: RE: PO's for State Contracting

Hi Ken,

Please provide supports (Signing agreement or contract).

Thank you.

YOU COUNT! IF YOU ARE COUNTED

Edner Saint-Jean,Accountant
4501 N. OCEAN DRIVE,
LAUDERDALE-BY-THE-SEA, FL 33308
Phone: 954-640-4207 • Fax: 954-640-4236 • edners@lbts-fl.gov
www.lbts-fl.gov • www.lbtsevents.com

From: Ken Rubach
Sent: Monday, March 2, 2020 1:42 PM
To: Edner Saint-Jean <edners@lauderdalebythesea-fl.gov>
Cc: Lucila Lang <lucilal@lauderdalebythesea-fl.gov>
Subject: PO's for State Contracting

SCEC has provided a GMP of $235,060.00 to perform the work. This project will take approximately 3 months to complete.

Recommendation: Staff recommends that the Commission approve the GMP and authorize the Town Manager to execute agreement work authorization with SCEC for the Courtyard renovations, subject to the terms of the work authorization being acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Attachments:

1. SCEC GMP
2. Resolution 2020-07

Hi Ed,

I need the following PO's issued for State. Both were approved by the Commission and are CIP Items .

Jarvis- $63, 543
Friedt Park- $235,060

Thank You,

Ken Rubach
Municipal Services Director
4501 N. OCEAN DRIVE
LAUDERDALE-BY-THE-SEA, FL 33308
Phone: 954-640-4233 • Fax: 954-640-4236
kenr@lbts-fl.gov • www.lbts-fl.gov • www.lbtsevents.com

Please note: Florida has a very broad public records law.
Written communications to the Town, including emails, are Public Record available to the public upon request. Your email communication is therefore subject to public disclosure.

RESOLUTION NO. 2020-10

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2019/2020 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A"; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2019/2020 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town Manager has made recommendations to the Town Commission, which require amendment of the 2019/2020 Fiscal Year budget; and

WHEREAS, the Town Commission, in accordance with the requirements of Section 166.241, Florida Statutes, wishes to amend the 2019/2020 Fiscal Year Budget for the transfer of said funds consistent with the recommendations of the Town Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT:

Section 1. Recitals. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference. All exhibits attached hereto are hereby incorporated herein.

Section 2. Budget Amended. The Town Commission of the Town of Lauderdale-By-The-Sea, Florida, hereby amends the 2019/2020 Fiscal Year Town Budget as set forth in Exhibit "A."

Section 3. Appropriations Approved. The appropriations and expenditures set forth in Exhibit "A" are hereby approved.

Section 4. Implementation. The Town Administration is directed to effectuate the appropriations and expenditures reflected in Exhibit "A" by appropriate and necessary transfers.

Section 5. Conflicts. All prior resolutions or parts thereof in conflict herewith are repealed to the extent of such conflict.

Section 6. Severability. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption and shall be applicable retroactively from and after October 1, 2019.

Passed on this _____ day of March, 2020.

_____
MAYOR CHRIS VINCENT

Attest:

_____
Tedra Allen, Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

Agenda Item No: 11.e

Town Commission Agenda Item Report

Meeting Date: March 10, 2020
Submitted by: Bill Vance
Submitting Department: Administration
Item Type: Consent
Agenda Section: CONSENT AGENDA

Subject Title:
Reschedule Meeting Starting Time (Bill Vance, Town Manager)

Explanation:
Staff is seeking to reschedule the March 31st Town Commission meeting to start at 6:00pm

Recommendation:
Staff recommends rescheduling the March 31st meeting to start at 6:00pm.

Agenda Item No: 12.a

Town Commission Agenda Item Report

Meeting Date: March 10, 2020
Submitted by: Ken Rubach
Submitting Department: Municipal Services
Item Type: Discussion Item
Agenda Section: OLD BUSINESS

Subject Title:
Datura Portal (Ken Rubach, Municipal Services Director)

Explanation:
In June 2019, the Commission approved demolition of the Datura Portal structure as it was found to be unsafe after routine maintenance inspection discovered structural deficiencies that were later confirmed via inspection by a structural engineer. Staff is seeking guidance from the Commission on whether the same type of structure should be erected or whether a new structure as part of the El Mar Improvement Project, which could be then utilized as a blueprint for other portal rehabilitations in the future.

Recommendation:
N/A

Agenda Item No: 13.a

Town Commission Agenda Item Report

Meeting Date: March 10, 2020
Submitted by: Bill Vance
Submitting Department: Administration
Item Type: Finance
Agenda Section: NEW BUSINESS

Subject Title:
Town Manager Raise Consideration (Bill Vance, Town Manager)

Explanation:
The Town Manager's annual evaluation process has been completed. Town Manager Bill Vance scored 4.19 using a 5.0-point scale. Lauderdale-By-The-Sea's local governmental organization has implemented the following during the Town Manager Vance's first year:

- Promoting employee and public safety
- Provision for great customer service
- Professional staff development training
- Town-wide beautification
- Ongoing Downtown & Residential Improvement
- Approximately 9.2M in the Palm Club Sewer-to-Septic, Terra Mar Stormwater, El Mar Transportation Infrastructure Improvements

Previous LBTS Town Manager total compensation was $184K. The current Town Manager's total compensation is $160K. Two years remain on Town Manager Vance's contract.

Recommendation:
Commission consideration of potential increase to current Town Manager's salary

Attachments:
1. Bill Vance Town Manager Agreement

AG 2019-05

EMPLOYMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 25th day of February, 2019, between the Town of Lauderdale-By-The-Sea (the "**Town**") and William "Bill" Vance (the "**Employee**").

BACKGROUND

The Town wishes to employ Employee in the position of Town Manager, and Employee wishes to be employed as Town Manager under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and Employee agree to the following:

SECTION 1. DUTIES AND QUALIFICATIONS

1.1 **Qualifications**: The Town Commission hereby finds that the Town Manager satisfies the educational, experience and other requirements of Section 5.3 of the Town Charter. Employee is not required to be a member of the International City Management Association, and is not required to be a resident of the Town.

1.2 **Duties**: Town agrees to employ Employee as Town Manager to perform the duties and exercise the powers as prescribed by state law (including, but not limited to Chapter 112, Florida Statutes, Code of Ethics), the Town Charter (including, but not limited to Section 5.5) and the Town Code, and to perform such other legally permissible and proper duties and functions as assigned by the Town Commission from time to time. The Town Manager is an exempt employee under the Fair Labor Standards Act and, as such, Employee is not entitled to payment of overtime or accrual of any kind of compensatory time leave or payment. Without limitation, the Town Manager shall also oversee the operation of the Town's public safety contractors, and shall provide regular status reports on pending projects if requested by the Town Commission.

SECTION 2. TERM

2.1 **Term**: This Agreement shall have a term of three (3) years commencing on March 1, 2019 ("**Commencement Date**") and ending on February 28, 2022 ("**Expiration Date**"), unless earlier terminated or amended as provided elsewhere in this Agreement. Employee shall start work at his appointed position of Town Manager on Monday, March 19, 2019, but may perform ancillary duties as needed on or after March 1, 2019 to effectuate an orderly transition of duties from the outgoing Town Manager. In the event Employee commences work prior to March 19, he shall be paid as outlined in Section 5.1.

2.2 **Notice to Enter into a New Agreement, Extend or Allow Expiration**: No later than March 1, 2021, the Town Commission shall notify Employee of its intention to: (a) enter into a new agreement, (b) extend this Agreement for such term as the parties may agree, or (c) allow this Agreement to expire on the Expiration Date.

2.3 **Failure to Act is Expiration**: Failure of the Town Commission to provide notice pursuant to Subsection 2.2 shall be deemed a decision to allow this Agreement to expire on the Expiration Date.

2.4 **Service at Pleasure of Commission:** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Commission to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3 of this Agreement.

2.5 **Payments to Employee Upon Separation from Town for Any Reason:** Notwithstanding any other provision of this Agreement, and regardless of the reason for Employee's separation from the Town's employ, the Town shall pay Employee upon his separation from the Town any and all earned but unpaid salary and benefits according to the policy and procedure outlined in the Town Personnel Policies Manual, and this Agreement.

The Town Commission shall review and approve the accuracy of the amount of all payments required to be made to Employee upon his separation from the Town's employ, prior to payment. Payment shall be within 30 days of the effective date of the separation.

2.6 **Effect of Expiration:** If this Agreement expires, then no Severance Payment, as defined in Subsection 3.1, shall be due to Employee, and only the payments identified in Subsection 2.5 shall be due to Employee.

SECTION 3. TERMINATION BY TOWN

3.1 **Early Termination of Employment Agreement with Severance:** In the event Employee is terminated by the Town Commission prior to the normal expiration of this Agreement, other than for misconduct (as is defined in Section 3.2 of this Agreement) and during such time that Employee is willing and able to perform his duties under this Agreement, the Town agrees to pay Employee a payment ("Severance Payment") equal to twenty (20) weeks of Salary (no benefits) and unused leave benefits according to the policies and procedures outlined in the Town Personnel Policies Manual, excepting all customary withholdings and deductions for taxes and other purposes. The Severance Payment will only be provided if Employee signs a general release and waiver of claims against the Town regarding termination, in a form provided by the Town. Prior to payment, the Severance Payment shall be approved pursuant to Section 2.5.

3.2 **Termination for Misconduct**

A. **Misconduct Defined**: "Misconduct" for the purpose of this Agreement is as defined in Section 443.036(29), Florida Statutes and includes, but is not limited to the following: (i) fraud, misappropriation or embezzlement; (ii) Employee's intentional breach of the provisions of this Agreement; (iii)

Employee's repeated willful failure to perform services hereunder; (iv) Employee's violation of Chapter 112, Florida Statutes, Code of Ethics; (v) Employee's willful and continued failure to substantially perform his duties for the Town (other than as a result of incapacity due to physical or mental illness); or (vi) willful conduct by Employee that is demonstrably and materially injurious to the Town, monetarily or otherwise. For purposes of this paragraph, an act, or a failure to act, shall not be deemed "willful" or "intentional," as those terms are used herein, unless it is done, or omitted to be done, by Employee in bad faith or without a reasonable belief that his action or omission was in the best interest of the Town. Failure to meet performance standards or objectives, by itself, does not constitute "Cause."

B. **Termination for Misconduct**: If Employee's employment is terminated for Misconduct as defined in Subsection 3.2.A, the Town shall only pay to Employee the amounts due under Subsection 2.5.

SECTION 4. TERMINATION BY EMPLOYEE (RESIGNATION)

In the event that Employee voluntarily resigns his position during the term of this Agreement, Employee shall give the Town at least sixty (60) days written notice of the effective date of such resignation ("Resignation Date"), unless the Town Commission and Employee mutually agree to a shorter notice period. If Employee does not provide timely notice (provided a shorter notice period has not been agreed to), he shall be considered to have resigned not in good standing, and consequently will forfeit payment of accumulated leave. Employee shall not be entitled to receive Severance Payment pursuant to Subsection 3.1. Employee shall only be entitled to the payments described in Subsection 2.5. The Town Commission and Employee may negotiate other provisions upon resignation, in the event that the Town Commission determines such provisions to be in the best interests of the Town. Notwithstanding the foregoing, if Employee resigns following a suggestion by a majority of the Town Commission that he resign, then Employee may, at his option, be deemed to be terminated without cause at the date of such suggestion to resign. Such termination without cause shall be handled as provided in Section 3.1 of this Agreement.

SECTION 5. COMPENSATION AND RESIDENCE

5.1 **Salary**: The salary of Employee shall be One Hundred and Fifty Thousand Dollars ($150,000.00) ("Salary"), which shall be payable in installments at the same time and manner as other Town employees are paid.

5.2 **Holidays**: Employee shall receive the holidays established by the Town for all employees. In the event Employee deems it necessary or advisable to work on a holiday, that paid day off may be taken on some other regular work day.

5.3 **Leave**

A. **Vacation Leave**: The vacation leave benefit provided the Employee shall be as described in the Town's Personnel Policies Manual except that:

(1) Employee shall be credited five (5) days of vacation on his first day of employment.

(2) Employee shall accrue vacation at the rate of 6.1587 hours in each two-

week pay period (equivalent to twenty (20) days a year).

In the event Employee has accumulated more than thirty (30) days vacation leave as of December 31st of any year, the days over thirty (30) days shall be considered "Excess Vacation Leave." In any year in which Employee has Excess Vacation Leave, the Excess Vacation Leave shall be paid out in cash to Employee no later than December 31st.

B. **Sick Leave**: The sick leave benefit provided the Employee shall be as described in the Town's Personnel Policies Manual.

C. **Other Leave**: The Employee shall have other leave to the same extent as is provided other employees as set forth in the Town's Personnel Policies Manual.

5.4 **Benefits**

A. **Insurance Benefits**: Employee shall receive the same insurance coverage offered to all management employees. Town shall pay 100% of the cost of family coverage for health, vision, and dental insurance; and a $200,000 life insurance policy for employee.

Upon Employee's separation from the Town, Employee's eligibility to continue to participate in any of the Town's insurance benefits at his own expense shall be determined by the then-applicable state and federal laws and Town ordinances and resolutions. In accordance with Fla. Stat. Section 112.0801, in the same manner and cost as offered other retiring employees, Employee will be offered the option of continuing on the Town's Insurance Benefits as a retiree if he is a recipient of Town Insurance Benefits on the date of his retirement.

If Employee elects not to participate in Town offered insurance, then 80% of the dollar amount of the employee premiums shall be paid into Employee Deferred Compensation Account or as additional amount of Salary, at the Employee's option.

B. **Retirement Benefits**:

(1) Employee shall be enrolled in the Florida Retirement System's Senior Management Service Class and the Town shall make the state-required employer contributions to the Florida Retirement System.

(2) Town shall execute all necessary documents necessary for Employee's participation the Town's Section 457 supplemental retirement plan. The Town further agrees to contribute $384.62 bi-weekly ($10,000 annual) towards such a plan. If Employee elects not to participate in the Town offered supplement retirement plan, the amount shall be paid as additional amount of Salary.

C. **Communication Allowance**: In lieu of the Town providing, Employee shall provide a mobile telephone and home computer for business use and the Employer agrees to pay to the Employee, during the term of this

Agreement and in addition to other salary and benefits herein provided, the sum of $46 bi-weekly.

5.5 **Reduction of Salary, Holidays, Leave or Benefits**: In the event the Town Commission at any time during the term of this Agreement reduces the Salary, Holidays, Leave or Benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Town, then the Employee may, at his option, be deemed to be terminated without cause at the date of such reduction. Such termination without cause shall be handled as provided in Section 3.1 of this Agreement.

5.6 **Notice/Approval for Temporary Absence from Town**: For a temporary absence from Town, which does not invoke Section 5.4 of the Town Charter, Employee shall ensure that Town matters are properly handled in his absence. Employee shall provide prior notice to the Town Commission if he anticipates being away from the Town for more than two (2) business days in a row. Employee shall not take more than ten (10) business days of Vacation Leave in a row without the prior approval of the Town Commission.

5.7 **Pay for Performance**: Any adjustment in Employee's Salary, Holidays, Leave, or Benefits based on the Town Commission's evaluation of Employee's performance shall be made pursuant to Section 6 of this Agreement.

5.8 **Residence Requirement:**

Employee agrees to establish and maintain a residence within 15 miles of the corporate boundaries of the Town during employment.

5.9 **Relocation Expenses:**

The Town shall pay up to $6,000 by reimbursement or direct payment, for the reasonable expenses of Employee's relocating to Broward County. Relocation expense shall be documented and may include transportation cost to find housing, the cost to move household goods and automobiles, and temporary lodging in Broward County. In the event Employee leaves the Town's employ, on his own volition, within three (3) years from the Commencement Date, Employee will be responsible for repaying a prorated share of the moving expense reimbursement based on the number of days of employment for the period.

SECTION 6. PERFORMANCE EVALUATION

6.1 **Performance Goals**: At the beginning of each fiscal year, the Town Commission and Employee will mutually agree on performance goals and objectives for the fiscal year. The Town Commission shall establish a relative priority among the goals and objectives, which shall be reduced to writing. The goals and objectives shall be reasonably attainable within the time constraints set for them, and adequate operating budgets or capital appropriations shall be funded to enable their accomplishment.

6.2 **Performance Review**: The Town Commission shall endeavor to conduct annual performance reviews of Employee by December 31 of each year, based on the

criteria that were mutually agreed to at the beginning of the preceding fiscal year. The process, at a minimum, shall include the opportunity for both parties to: (a) prepare a written evaluation, (b) meet and discuss the evaluation, and (c) present a written summary of the evaluation results. The Town Commission's final written evaluation shall be completed and delivered to Employee within thirty (30) days of the date of the evaluation meeting.

6.3 **Pay for Performance**: Based on the performance review, the Town Commission may increase the Salary, Holidays, Leave or Benefits granted under this Agreement, or may grant a high-performance reward to be paid in a lump sum amount. Any lump sum award for performance shall not be added to Employee's Salary, but shall be considered wages for purposes of retirement. The amount of the pay for performance shall take into account the Town's fiscal condition and ability to pay at that point in time.

SECTION 7. HOURS OF WORK; OTHER EMPLOYMENT

7.1 **Full Time Employee:** Employee agrees to remain in the full-time employ of the Town and shall not accept any other full-time employment during the term of this Agreement. Employee further agrees to devote that amount of time and energy that is reasonably necessary for Employee to faithfully perform his duties under this Agreement.

7.2 **Outside Opportunities**: Recognizing that certain outside teaching and consulting opportunities (**"Outside Opportunities"**) may provide indirect benefits to the Town and to the community, the Employee may elect to accept limited Outside Opportunities with the understanding that such Outside Opportunities must not interfere with nor create a conflict of interest with his responsibilities under this Agreement. Employee shall provide a minimum of seven (7) days prior notice to the Town Commission before accepting such Outside Opportunities. If, however, the Town Commission determines, in its sole discretion, that Employee's performance may be compromised by his engagement in any proposed Outside Opportunity, or his continued engagement in an existing Outside Opportunity, the Town Commission may require that Employee decline to accept or withdraw from that Outside Opportunity. Employee shall not hold an ownership interest in any business located in the Town unless it is a publicly traded company.

SECTION 8. INDEMNIFICATION

8.1 **Indemnification**: Unless otherwise required by Federal, State or local law, Town shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee's performance of his duties as Town Manager or resulting from the reasonable exercise of judgment or discretion in connection with the performance of his Town duties or responsibilities, unless the act or omission involved willful or wanton conduct. Town's indemnification of Employee under this paragraph shall extend to any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal

proceedings, including attorneys fees and any other liabilities incurred by, imposed upon, or suffered by Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the course and scope of performance of his duties.

8.2 **Representation**: Employee may request, and the Town shall not unreasonably refuse to provide independent legal representation at Town's expense if there is a conflict of interest between Employee's interests and the Town's interests in a matter in which Employee is not a party. Legal representation provided by Town for Employee shall extend until a final determination of the legal action, including any appeals brought by either party. This paragraph shall not apply to litigation over this Agreement, which shall be handled pursuant to Subsection 11.5 of this Agreement.

8.3 **Settlement:** Any settlement of any claim must be made with prior approval of the Town Commission in order for indemnification, as provided in this Section, to be available. Employee recognizes that Town shall have the right to compromise such claims against it or against Employee in his official capacity, in its sole discretion.

8.4 **Litigation Support from Employee During and Following Employment with Town**: Town agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation in which the Employee is requested to be a witness on behalf of or advisor to the Town, is compelled to be a witness by an adverse or other party, or in which the Employee is a party in his capacity as an employee of the Town. The requirement to cover such expenses shall survive the expiration or termination of this Agreement as long as Employee's services continue to be requested or required in relation to such litigation, or as long as he is a named party to such litigation. Further, Town agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to the Town regarding litigation after his employment with the Town is concluded. Notwithstanding the foregoing, in any litigation in which the Employee takes a position adverse to the position of the Town, the Town shall not pay his costs or attorneys' fees, except where required to comply with Subsection 11.5 of this Agreement.

SECTION 9. PROFESSIONAL DEVELOPMENT

9.1 **Memberships**: Subject to budget constraints and state law, the Town agrees to pay the reasonable professional dues and subscriptions of Employee necessary for his continuation and participation as a member in national, regional, state and local professional associations and organizations that are commensurate to his role as Town Manager, necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Town.

Employee shall not hold office in any local, state, regional or national professional association or organization without prior approval of the Town Commission, which approval shall not be unreasonably withheld.

9.2 **Courses and Conferences**: Subject to then-applicable Town policies regarding travel, budget constraints and state law, the Town Commission shall budget for and pay the registration, travel, lodging, meal and other related expenses of Employee for travel to at least one national professional conference to be held in the United States each year.

The Town Commission may choose to budget and pay for Employee to attend additional conferences, seminars or courses.

SECTION 1 0. NOTICE

Notices pursuant to this Agreement shall be given by certified mail through United States Postal Service delivery, addressed as follows:

Town:

Mayor and Members of the Town Commission
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

With copy to:

Town Attorney
Town of Lauderdale-By-The-Sea
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

Employee:

William "Bill" Vance

On file with the Town Clerk

SECTION 1 1. OTHER TERMS AND CONDITIONS

11.1 **Severability**: If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

11.2 **Waiver:** The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

11.3 **No Assignment or Transfer**: The rights and obligations herein granted are personal in nature and cannot be transferred by the Employee.

11.4 **Entire Agreement; Amendment**: This Agreement contains the entire agreement of the parties, and is being adopted by Resolution as required by Town Charter. It may not be changed orally, but only by an amendment in writing signed by the parties hereto and executed with equal dignity.

11.5 **Governing Law; Attorneys Fees**: This Agreement shall be governed by Florida law, and any litigation which may arise from this Agreement shall be filed and litigated in Broward County, Florida. The non-prevailing party shall bear the fees and costs for such litigation over this Agreement.

11.6 **Bonding:** The Town shall bear the cost of any fidelity bond or other guarantee that may be required of Employee.

11.7 **Expenses:** The Town recognizes that certain expenses of a non-personal and job-related nature, such as the purchase of professional journals and reference materials, will necessarily be incurred by Employee as Town Manager, and agrees to reimburse or to pay said general expenses. In recognition of the Town Manager's purchasing authority, the Finance Director is authorized to disburse such monies, upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

11.8 **Use of Vehicles**: Employee is authorized to use Town vehicles as needed during emergency conditions (hurricane, flooding, etc.). During normal conditions, Employee may use Town vehicles for routine inspections or other Town business. The Town will reimburse Employee for use of his personal vehicle pursuant to established Town policy.

SECTION 12. ETHICAL COMMITMENTS

Employee will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund- raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

The Town Commission and each Commissioner shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics, the Broward County Code of Ethics or State ethics laws or to handle any matter of personnel on a basis other than fairness, impartiality and merit.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed, in duplicate, on the day and year first written above.

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Mayor Chris Vincent

Pursuant to Town Commission Approval of Resolution 2019-04 on February 12, 2019.

EMPLOYEE

By: _____
William M. Vance

Attest:

_____
Town Clerk Tedra Allen

Approved as to Form and Legal Sufficiency:

_____
Town Attorney Susan L. Trevarthen

Exhibit: 1. ICMA Code of Ethics

ICMA Code of Ethics

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.
2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.
3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
4. Serve the best interests of the people.
5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.
6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in June 2018.

ICMA

Town Commission Agenda Item Report

Meeting Date: March 10, 2020
Submitted by: Linda Connors
Submitting Department: Development Services
Item Type: Discussion Item
Agenda Section: RESOLUTION

Subject Title: El Mar Drive Design Contract

Explanation: On January 6, 2020, pursuant to Section 287.055, Florida Statutes, the Town issued Request for Qualifications 20-01-01 ("RFQ") for design consultants to submit a qualifications package for the design and upgrade of El Mar Drive. The professional engineering services to be provided are for the design and construction of the El Mar Drive improvements and include (the "Project"):

- Streetscape improvements including but not limited to pedestrian sidewalks (multipurpose path, bike lanes, etc.), crosswalk enhancements, landscaping and irrigation, turtle-friendly pedestrian scale lighting, site furniture), bike lanes, sidewalk improvements, pedestrian lighting installation and other utilities;
- Storm sewer installation;
- Land surveying;
- Site planning and evaluation;
- Preparation of plans, reports, and analyses;
- Permitting;
- Specifications and/or bid preparation; and
- Construction management, supervision, inspection and administration.

On February 13, 2020, the evaluation committee met with, and ranked the firms that responded to the RFQ. The committee ranked EDSA number one, and Craven Thompson number two.

At the February 25, 2020 meeting, the Commission approved the rankings of the firms and authorized the Town Manager to proceed with negotiations with EDSA to finalize the scope and associated fees for the Project. With the assistance of the Town Engineer, negotiations ensued and resulted in a contract **(Exhibit 1)** in an amount not to exceed $455,656 for the services outlined in the scope of services, to include public outreach, survey, geotechnical soil borings, underground utility locates, design development, construction documents, and assistance with permitting (the "Contract"). As part of the Contract, EDSA will also design, maintain, and host a website for use throughout the Project that will be linked to the Town's website and be used to educate the public about the Project, its purpose, how to get involved and provide feedback on alternatives and other design aspects of the Project.

The scope includes weekly meetings with key staff members and up to three (3) community meetings and two (2) meetings with the Town Commission.

Once the design and permitting phase is completed, a second contract will be negotiated for the construction phase.

The proposed schedule is as follows:

- Design to be completed by December 2020
- Permitting and bidding to occur in Q4 2020 and Q1 2021
- Project ground-breaking in Spring 2021; and
- Construction completion anticipated Q1 2022

Recommendation:
It is recommended that the Commission approve Resolution 2020-12 **(Exhibit 2)** approving a contract with EDSA and associated fees for this project and authorize the Town Manager to execute an agreement with EDSA for the Project.

Attachments:

1. Contract with EDSA
2. Resolution 2020-12

EL MAR DRIVE DESIGN AGREEMENT

Between

TOWN OF LAUDERDALE-BY-THE-SEA

And

EDSA

THIS AGREEMENT (the "**Agreement**") is made on this __ day of _____, 2019, by and between the Town of Lauderdale-By-The-Sea, Florida, a Florida municipal corporation (the "**TOWN**") and EDSA, Inc., an Florida corporation, (the "**CONSULTANT**"), whose principal place of business is 1512 E. Broward Blvd., Suite 110, Fort Lauderdale, FL 33301.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the TOWN issued RFQ No. 19-12-02 for El Mar Drive Design Services (the "RFQ") and selected the CONSULTANT to provide professional engineering services for the design of El Mar Drive for the Town ("Project"); and

WHEREAS, the CONSULTANT is willing and able to perform such professional services for the TOWN within the terms and conditions set forth in this Agreement; and

WHEREAS, on March 10, 2020, the Town Commission approved the ranking of proposals and awarded the RFQ to Consultant.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONSULTANT agree as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and are incorporated herein.

SECTION 2. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning. Additional definitions provided for in the RFQ are also incorporated herein.

2.1 **Contract Documents** refers to this Agreement, the RFQ, attached hereto and incorporated herein as **Exhibit 1**, CONSULTANT's proposal, dated March 5, 2020, attached hereto and incorporated herein as **Exhibit 2**, all specifications, Certificate(s) of Insurance, Change Orders, and all written amendments issued on or after the effective date of this Agreement.

In the event of conflict among the various components of the Contract Documents, the following shall govern in the following order: this Agreement, any written amendments thereto, the RFQ (**Exhibit 1**) and CONSULTANT's Proposal (**Exhibit 2**).

2.2 **Compensation** means the total amount paid by the TOWN for the CONSULTANT's professional services under this Agreement, exclusive of Reimbursable Expenses.

2.3 **Reimbursable Expenses** means the expenses directly attributable to the Work under this Agreement that are not Compensation, but that the TOWN agrees in writing will be costs the TOWN will reimburse to the CONSULTANT. Reimbursable Expenses may include, application and permit fees paid for securing approval of authorities having jurisdiction over the Work; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents specified in this Agreement; travel expenses as provided in Paragraph 3.4 of this Agreement. Travel Expenses are not a reimbursed expense unless CONSULTANT has secured advance written authorization for such travel from the Town Manager.

2.4 **Subcontractor Fee** means the direct and actual cost of the subcontractor with no markup, as reflected by actual invoices of the subcontractor.

SECTION 3. SCOPE OF SERVICES/COMPENSATION

3.1 CONSULTANT shall meet the requirements and perform the services described in the RFQ and CONSULTANT's proposal. The Services required by this Agreement, Exhibit 1, and Exhibit 2, shall collectively be referred to as "Services."

3.2 Travel Expenses, whether within or outside of Broward County, and whether to the specific project or otherwise, are not a reimbursed expense unless CONSULTANT has secured advance written authorization for such travel from the Town Manager. All approved travel expenses will be reimbursed in accordance with the TOWN's adopted travel policy.

3.3 The Compensation for the Services provided under this Agreement shall be in accordance with Exhibit B, in an amount not to exceed $455,656.00.

3.4 CONSULTANT will invoice the TOWN on a monthly basis for services rendered the previous month. The invoice shall identify work completed, by whom and the percentage of the Services completed. Additionally, the invoice shall include a line item reflecting retainage as applicable.

After receipt of the invoice, the Town shall notify CONSULTANT of any discrepancies or disputed items on the invoice. The TOWN may request additional information, including but not limited to, all invoices, time records, expense records, accounting records and payment records of CONSULTANT. The TOWN shall pay the CONSULTANT the undisputed portion of the invoice within thirty (30) days of receipt of the invoice.

The Town Manager shall make a final determination regarding any disputed portion of the invoice within forty-five (45) days of receipt of the invoice during which time the Town Manager or designee shall meet with the CONSULTANT to seek resolution of the disputed billing.

3.5 Retainage: The TOWN reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT until the Project is completed. For projects that are divided into several phases, any retainage shall be withheld and may be released individually for each phase of the Project at TOWN's discretion. Said retainage may be withheld at the sole discretion of the Town Manager and as security for the

successful completion of the CONSULTANT'S duties and responsibilities under this Agreement.

SECTION 4. TERM/TERMINATION

4.1 **Term of Agreement.** This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until one year after the final completion of construction of the Project or final payment is made to CONSULTANT, unless terminated earlier pursuant to this Agreement.

4.2 **Termination For Convenience.** The TOWN shall have the right at any time to terminate this Agreement for any reason whatsoever or without reason, upon thirty (30) calendar days' written notice to CONSULTANT. If any such termination notice is provided by the TOWN, the CONSULTANT shall immediately cease work under this Agreement upon receipt of the notice from the TOWN. In the event the TOWN terminates the Agreement as provided for herein through no fault of the CONSULTANT, the TOWN shall pay to the CONSULTANT for work completed pursuant to this Agreement to the satisfaction of the TOWN, its reasonable documented costs actually incurred as of the date of the termination notice. Under no circumstances shall the TOWN make payment of profit for services that have not been performed.

4.3 **Termination For Cause.** This Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Agreement or causes it to be terminated by the TOWN, the CONSULTANT shall indemnify and hold the TOWN harmless against any loss pertaining to such termination. In the event that the CONSULTANT is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 4.2 and the provisions of Section 4.2 shall apply.

4.4 **Town Right to Extend.** At the sole discretion of the Town Manager, this Agreement may be extended for a period of up to ninety (90) days beyond the specified expiration date in Section 4.1 if such extension is deemed by the Town Manager to be in the best interest of the Town. Extensions beyond ninety (90) days must be approved by the Town Commission.

SECTION 5. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

5.1 **Change Order Defined.** A Change Order shall mean a written order to the CONSULTANT executed by the TOWN and CONSULTANT, authorizing and directing a change in the Scope of Services or an adjustment in the Compensation or the completion time, or any combination thereof.

5.2 **Effect of Executed Change Order.** The execution of a Change Order by the TOWN and the CONSULTANT shall constitute conclusive evidence of the CONSULTANT and the TOWN's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The CONSULTANT, by executing the Change Order, waives and forever releases any claim against the TOWN for additional time or Compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order. The CONSULTANT agrees that no claim for delay damages shall be asserted against the TOWN and hereby waives the right to assert any such claim.

SECTION 6. SURVIVAL OF PROVISIONS

Any terms or conditions of either this Agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 7. TOWN'S RESPONSIBILITIES

7.1 TOWN shall assist CONSULTANT by providing CONSULTANT with available information that is pertinent to this Agreement as may be requested in writing by the CONSULTANT and allow reasonable access to pertinent information relating to the services to be performed by CONSULTANT.

7.2 TOWN shall provide CONSULTANT access to TOWN property as required for CONSULTANT to perform services under this Agreement.

SECTION 8. ETHICS

8.1 The applicable code of ethics from the state professional organization of the CONSULTANT's professional discipline shall be incorporated in this Agreement by this reference. For example, for engineers, the code of ethics of the Florida Engineering Society shall be incorporated in this Agreement by this reference. If there is not a code of ethics from the state professional organization, then the code of ethics from the national professional organization shall be incorporated.

8.2 CONSULTANT warrants and represents that its employees shall abide by the applicable provisions of the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes, and Broward County Code of Ethics (County Code Section 1-19), as they may be amended from time to time.

8.3 No officer or employee of the Town of Lauderdale-By-The-Sea, Florida, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee

of a candidate, for the offices of Mayor or Commissioner. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.

SECTION 9. POLICY OF NON-DISCRIMINATION/WAGES

9.1 The CONSULTANT shall comply with all federal, state, and local laws and ordinances applicable to the work or services provided under this Agreement and shall not engage in or commit any discriminatory practice against any person based on race, color, religion, sex, sexual orientation, age, marital status, national origin, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery in the performance of work under this Agreement.

9.2 If a specific project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, CONSULTANT shall be required to comply with such provisions.

SECTION 10. OWNERSHIP OF DOCUMENTS/DELIVERABLES

10.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the TOWN or furnished by the CONSULTANT pursuant to this Agreement shall become the property of the TOWN, and shall be delivered by CONSULTANT to the TOWN within 10 calendar days after written notice requesting delivery of such documents. In no event shall the CONSULTANT use, or permit to be used, any of the documents, without the TOWN'S prior written authorization.

10.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the CONSULTANT for the Services shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the TOWN.

10.3 All final plans and documents prepared by the CONSULTANT shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida and date approved and/or sealed.

10.4 All deliverables should be provided in hard copy format as well as electronic format to the TOWN. Drawings should be provided in CADD and PDF, spread sheets in Microsoft Excel, and written documentation in Microsoft Word. The date of submittal to the TOWN shall be deemed to be the later of delivery of hard copies or delivery of electronic copies as applicable.

SECTION 11. RECORDS/AUDITS

11.1 CONSULTANT shall maintain and require subcontractors to maintain, complete and correct records, books, documents, papers and accounts pertaining to this Agreement and the Services performed in connection with this Agreement. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the Town Manager or any authorized TOWN representative with reasonable notice and shall be kept for a period of five (5) years after the completion of the Services or such longer time as may be required by applicable law. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by, or reimbursement to, the TOWN of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the TOWN.

11.2 The CONSULTANT shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

(a) CONSULTANT agrees to keep and maintain public records in CONSULTANT's possession or control in connection with CONSULTANT's performance under this Agreement. CONSULTANT additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.

(b) Upon request from the TOWN's custodian of public records, CONSULTANT shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.

(d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONSULTANT shall be delivered by the CONSULTANT to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONSULTANT shall be delivered to the Town in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONSULTANT shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(e) Any Compensation due to CONSULTANT shall be withheld until all records are received as provided herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4200, Tedraa@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

11.3 Refusal of the CONSULTANT to comply with the provisions of Sections 11.1 or 11.2 shall be grounds for immediate termination for cause by the TOWN of this Agreement.

SECTION 12. NO CONTINGENT FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the CONSULTANT violates this provision, the TOWN shall have the right to terminate this Agreement, without liability, and at its sole discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. INDEPENDENT CONTRACTOR

The CONSULTANT is an independent contractor under this Agreement. Services provided by the CONSULTANT shall be by employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the CONSULTANT.

SECTION 14. ASSIGNMENT; AMENDMENTS

14.1 This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the TOWN, which may be withheld in the TOWN's sole discretion.

14.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 15. INDEMNIFICATION/HOLD HARMLESS

15.1 The CONSULTANT shall indemnify and hold harmless the TOWN and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, or costs are caused

by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT or any persons employed or utilized by the CONSULTANT in the performance of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

15.2 CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement for the above hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 16.

SECTION 16. INSURANCE

The CONSULTANT shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the TOWN against hazards or risks of loss as specified below. The insurance coverage shall be primary insurance with respect to the CONSULTANT, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the CONSULTANT'S insurance and shall not contribute to the CONSULTANT'S insurance. The following minimum insurance coverage requirements shall apply on a per project basis:

16.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for Statutory Limits as required by applicable State and Federal laws. Employers Liability Limits shall be no lower than $500,000 each accident, $500,000 each employee (disease), $500,000 disease (policy limit).

16.2 **Comprehensive Automobile and Vehicle Liability Insurance**: This insurance shall be written in comprehensive form and shall protect the TOWN and the CONSULTANT against claims for injuries to members of the public and/or damages to property of others arising from the CONSULTANT'S use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than $1,000,000 per occurrence for Bodily Injury and Property Damage, Hired & Non Owned Auto Liability. Defense Costs must be 'outside the limits' of liability.

16.3 **Comprehensive General Liability.** This insurance shall be written on a "per occurrence" basis only in comprehensive form and shall protect the TOWN and the CONSULTANT against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONSULTANT or any of its agents, employees, or subcontractors. The limit of liability shall not be less than $1,000,000 per occurrence combined single limit, or $1,000,000 per occurrence/$2,000,000 general aggregate for Bodily Injury and Property Damage and general aggregate for Products/Completed Operations. Comprehensive General Liability insurance shall include endorsements for property damage; personal injury, contractual liability; completed

operations; products liability and independent contractors coverage. Defense Costs must be 'outside the limits' of liability.

16.4 **Professional Liability:** $1,000,000 per incident. If coverage is written on a claims-made form, the retroactive date of coverage shall be no later than the inception date of the claims made coverage, unless the prior act policy was extended indefinitely to cover prior period acts. Provisions shall be made to provide coverage beyond the policy year, when necessary. Defense Costs must be 'outside the limits' of liability.

At the Town's sole discretion, the requirement for professional liability insurance may be waived in certain limited circumstances based on the nature of a specific project.

16.5 **Certificate of Insurance:** Concurrent with the execution of this Agreement, the CONSULTANT shall provide the TOWN an original Certificate of Insurance documenting compliance with each required insurance policy. The TOWN is to be specifically included as an Additional Insured for General Liability and Auto Liability of the CONSULTANT resulting from operations performed by or on behalf of TOWN in performance of this Agreement. The General Liability Additional Insured Endorsement MUST include 'Completed Operations' using the latest version of CG 20 37 04 13- Additional Insured-owners, lessees, or contractors- **Completed Operation**s & CG 20 10 04 13 Additional Insured-owners, lessees or contractors-scheduled person or organization. Each Certificates of Insurance shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the TOWN before any policy or coverage is cancelled or restricted. CONSULTANT's proposed insurance coverage is subject to approval of the Town Manager, in the Town Manager's sole discretion.

CONSULTANT'S insurance, including that applicable to the TOWN as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the TOWN shall be in excess of and shall not contribute to CONSULTANT'S insurance. CONSULTANT'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

16.6 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The CONSULTANT shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The Town Manager may require the CONSULTANT, as a condition of execution, to provide a bond or other monetary consideration to cover the CONSULTANTS' deductible for Professional Liability Insurance.

16.7 Insurance carriers providing the insurance required by this Agreement must be licensed in the State of Florida as evidenced by certificates of authority from the Department of Financial Services of the State of Florida, or have an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have and must maintain a rating of "A" or better according to the A.M. Best Company. If during the period when an insurer is

providing insurance required by this Agreement an insurer shall fail to comply with the foregoing minimum requirements, the Town shall be notified in writing as soon as possible. The Consultant shall have 20 days to replace such insurance with an insurer who meets the acceptable insurance provider requirements as stated herein.

16.8 The TOWN reserves the right to change the insurance requirements or require additional insurance coverage.

SECTION 17. REPRESENTATIVE OF TOWN AND CONSULTANT

17.1 **TOWN Representative**. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager, or his/her designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

17.2 **CONSULTANT Representative**. CONSULTANT shall inform the TOWN Representative, in writing, of the representative of the CONSULTANT to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

SECTION 18. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

18.1 If either the TOWN or CONSULTANT is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and attorney's fees in any state or federal administrative, circuit court and appellate court proceedings.

18.2 In the event of any litigation arising out of this Agreement, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 20. CONSULTANT'S RESPONSIBILITIES

20.1 Any and all drawings, plans, specifications, or other construction or contract documents prepared by the CONSULTANT shall be accurate, coordinated and adequate for construction, as applicable, and shall comply with all applicable TOWN Codes, county, state and federal laws, rules and regulations.

20.2 The CONSULTANT shall exercise the same degree of care, skill and diligence in the performance of the services under this Agreement as is ordinarily provided by a professional engineer, architect, landscape architect, surveyor or mapper, as applicable, under similar circumstances. If at any time during the term of this Agreement it is determined that the CONSULTANT's documents are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the TOWN, the CONSULTANT shall immediately proceed to correct the work, re-perform services that failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the TOWN for any other services and expenses made necessary thereby, save and except any costs and expenses which the TOWN would have otherwise paid absent the CONSULTANT's error or omission. The TOWN's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, in equity or otherwise.

20.3 The CONSULTANT'S obligations under Paragraph 20.2 of this Agreement shall survive termination of this Agreement.

20.4 CONSULTANT shall comply with all laws, ordinances, and governmental rules, regulations and order, now or at any time during the term of the Agreement, which are applicable to or which affect the work performed under this Agreement or any procedures of the CONSULTANT for such work.

20.5 CONSULTANT shall be responsible for technically deficient designs, reports, or studies due to CONSULTANT's errors and omissions, and shall promptly correct or replace all such deficient design work due to CONSULTANT's errors and omissions without cost to TOWN upon the request of the TOWN. CONSULTANT shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the TOWN for work performed does not constitute a waiver of this provision.

SECTION 21. SUBCONTRACTORS

21.1 In the event the CONSULTANT requires the services of any subcontractors or other professional associates in connection with Services, the CONSULTANT must secure the prior written approval of the Town Manager.

21.2 Any subcontract with a subcontractor shall afford to the TOWN rights against the subcontractor which correspond to those rights afforded to the TOWN against the CONSULTANT herein, including but not limited to those rights of termination as set forth herein.

21.3 No reimbursement or payment shall be made to the CONSULTANT for any subcontractors that have not been previously approved by the TOWN for use by the CONSULTANT and CONSULTANT's solely responsible for use of unimproved subcontractors.

21.4 CONSULTANT shall provide the Town Manager with evidence of insurability consistent with the minimum insurance coverage requirements in Section 16 of this Agreement for all subcontractors proposed by CONSULTANT to perform services under this Agreement. The subcontractors insurance shall list the TOWN as an Additional Insured for General Liability and Auto Liability of the subcontractor resulting from operations performed by or on behalf of TOWN in performance of this Agreement.

SECTION 22. NOTICES

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

Jeffrey R. Suiter, PLA, ASLA
EDSA
1512 E. Broward Blvd., Suite 110
Fort Lauderdale, FL 33301
Telephone: (954) 524-3330

FOR TOWN:

Town of Lauderdale-By-The-Sea
Attention: Town Manager
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: (954) 640-4200

With a copy to:

Town of Lauderdale-By-The-Sea
Attention: Town Attorney
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: (954)763-4242

SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the Compensation of this Agreement are accurate, complete, and current at the time of contracting..

SECTION 24. DISPUTE RESOLUTION

24.1 Any dispute concerning performance of this Agreement shall be decided by the TOWN, who shall reduce the decision to writing and serve a copy on the CONSULTANT. The decision shall be final and conclusive unless within 21 calendar days from the date of receipt, the CONSULTANT files with the TOWN a petition for administrative hearing. The TOWN's decision on the petition shall be final, subject to the CONSULTANT's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the CONSULTANT's ability to pursue any other form of dispute resolution, including, but not limited to, litigation; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

24.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Broward County, Florida.

SECTION 25. DEFAULT

25.1 An event of default shall mean a breach of this Agreement by the CONSULTANT. Without limited the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

A. CONSULTANT has not performed services on a timely basis;
B. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, supply enough properly skilled Staff personal;
C. CONSULTANT has become insolvent or has assigned the proceeds received for the benefit of the CONSULTANT's creditors, or the CONSULTANT has taken advantage of any insolvency statute or debtor/creditor law or if the CONSULTANT's affairs have been put in the hands of a receiver.
D. CONSULTANT has failed to obtain the approval of the TOWN where required by this Agreement;
E. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

25.2 In the event CONSULTANT fails to comply with the provisions of this Agreement, the TOWN may declare the CONSULTANT in default, notify the CONSULTANT in writing, and give the CONSULTANT a reasonable time to cure the default. In no event shall the time period for curing the defect exceed fifteen (15) business days unless otherwise agreed to by the parties. If the CONSULTANT fails to cure the default, compensation will only be for any completed professional services. In the event payment has been made for such professional services not

completed, the CONSULTANT shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Section shall limit the TOWN's right to terminate, at any time, pursuant to this Agreement.

In the event of default, the CONSULTANT shall be liable for all damages resulting from the default, including but not limited to:

a. Lost funding; and
b. The difference between the cost associated with procuring services and the amount actually expended by the TOWN, including procurement and administrative costs.

The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or equity.

SECTION 26. SCRUTINIZED COMPANIES

26.1 CONSULTANT certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONSULTANT or its subcontractors are found to have submitted a false certification; or if the CONSULTANT, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

26.2 If this Agreement is for more than one million dollars, the CONSULTANT certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONSULTANT , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

26.3 The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

26.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions, then they shall become inoperative.

SECTION 27. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida.

SECTION 28. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 29. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 30. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 31. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 32. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The TOWN , signing by and through its Town Manager, attested to by its Town Clerk, duly authorized to execute same and by CONSULTANT by and through its _____, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

ATTEST:

_____
Tedra Allen
Town Clerk

TOWN OF LAUDERDALE BY-THE-SEA

By:_____
Bill Vance
Town Manager

Date: _____

Approved as to form and legality
for the use of and reliance by the
Town only:

_____
Susan L. Trevarthen
Town Attorney

WITNESS:

_____

Print Name:_____

CONSULTANT

By:_____

Date: _____

LAUDERDALE BY·THE·SEA

REQUEST FOR QUALIFICATIONS FOR

El Mar Drive Design

REQUEST FOR QUALIFICATIONS No. 20-01-01

Submittal Deadline: February 3, 2020

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

*This is a Request for Qualifications ("**RFQ**") solicitation being conducted pursuant to Section 287.055, Florida Statutes, known as the Consultant's Competitive Negotiation Act (**CCNA**).*

The Town of Lauderdale-By-The-Sea, Florida (hereafter "**TOWN**") invites qualified firms to submit their qualifications and experience for consideration to provide:

El Mar Drive Design Services

Sealed responses to this RFQ will be received until 2:00 PM on February 3, 2020 in Town Hall, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

Responses should be clearly marked "RFQ 20-01-01 El Mar Drive Design".

All information required by this RFQ shall be submitted to the TOWN by the submittal deadline to constitute a valid response.

The TOWN normally opens responses to RFQs as soon as practical after the submittal deadline; however, the TOWN reserves the right to delay that opening if necessary. The openings of all RFQs are open to the public.

ALL QUESTIONS AND CONTACT WITH THE TOWN REGARDING THIS RFQ ARE TO BE DIRECTED TO:

Tedra Allen, CMC, Town Clerk
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4201
Fax: 954-640-4236
Email: TownClerk@lbts-fl.gov

RFQ documents may be obtained via the Internet at https://www.lauderdalebythesea-fl.gov/356/Procurement-Solicitations or on www.Demandstar.com.

The documents may also be obtained by contacting the Town Clerk.

Table of Contents

		Page No.
SECTION 1 – GENERAL INFORMATION		**4**
1.	DEFINITIONS	4
2.	NATURE OF WORK	4
3.	DESCRIPTION OF WORK	5
4.	ANTICIPATED TERM	7
5.	CCNA LIMITS	7
6.	MINIMUM REQUIRED EXPERIENCE & QUALIFICATIONS	7
7.	SELECTION PROCESS	8
8.	EVALUATION CRITERIA	10
9.	PROFESSIONAL SERVICES CONTRACT/AGREEMENT	11
10.	PROFESSIONAL SERVICES CONTRACT	11
11.	ETHICS	11
SECTION 2 – RFQ REQUIREMENTS		**12**
12.	RFQ GENERAL INFORMATION	12
13.	RESPONSE FORMAT & CONTENT	13

Exhibits

		Forms Page
1.	RFQ Form 1. Qualifications Statement	18
2.	RFQ Form 2. Reference Form	20
3.	RFQ Form 3. Respondent's Certification	21
4.	RFQ Form 4. Sworn Statement on Public Entity Crimes	23
5.	RFQ Form 5. No Financial Interest	24
6.	Standard Services Contract	25
7.	El Mar Drive aerial	27

Section 1 General Information

1. **DEFINITIONS**. For the purposes of this Request for Qualifications ("RFQ"):

CCNA means the Consultants' Competitive Negotiation Act found in Section 287.055, Florida Statutes.

Qualified Firm means a Respondent who is deemed by the Town Manager to be highly qualified to perform the professional services described in this RFQ and is included on the list of Firms submitted to the Town Commission.

Respondent means the individual, organization, corporation, or firm, submitting a response to this RFQ.

Selected Firm means a Qualified Firm that has been approved by the Town Commission and has executed a Professional Services Contract.

Submittal Deadline means the date and time after which at the TOWN will not accept responses to this RFQ.

TOWN means the Town of Lauderdale-By-The-Sea, Broward County, Florida.

Work Authorization means the document issued by TOWN to a Selected Firm authorizing a specific scope of services, the compensation to be paid, the time frame to complete the work and other project specific details.

2. **NATURE OF THE WORK**

A. The TOWN intends to enter into a contract with the most qualified firm to provide professional engineering services as defined in Section 287.055(2)(a), Florida Statutes.

B. The professional engineering services to be provided are for the design and construction of the El Mar Drive improvements and may include:

- roadway improvements, storm sewer installation, bike lanes, sidewalk improvements, pedestrian lighting installation and other utilities; • land surveying;
- site planning and evaluation;
- preparation of plans, reports, and analyses;
- permitting;
- specifications and/or bid preparation; and
- construction management, supervision, inspection and administration.

C. After the selection of the top ranked Firm to perform the work, the TOWN will request a proposal from the firm. If the TOWN and the Selected Firm agree, then a Work Authorization will be issued by the TOWN authorizing a specific scope of services, the compensation to be paid, the time frame to complete the work and other project specific details.

Section 1 General Information

3. DESCRIPTION OF WORK

A. GENERAL INFORMATION ABOUT THE TOWN'S PROJECT

The Town of Lauderdale-By-The-Sea is a seaside community with a permanent population of about 6,500 that increases to about 12,000 during the winter season.

The TOWN is seeking a firm to design the following improvements on El Mar Drive from Palm Ave to Pine Ave, including the sections of Palm Ave & Pine Ave from A1A to El Mar Drive: storm sewer, lighting, sidewalks, and pavement.

B. SCOPE OF SERVICES

The scope of services to be provided by the Selected Firm may include, but is not limited to, the following, all of which shall be performed in accordance with applicable law:

a. Prepare preliminary or feasibility design reports and/or design alternative recommendations. This may include preparation of conceptual designs, various types of utility modeling, surveying, field data analysis, estimates of probable construction cost and life-cycle cost analysis.

b. Organize and attend up to four meetings with and/or make presentations to the Town Commission, TOWN management, homeowner's associations, business entities, and other interested stakeholder groups as requested by the TOWN. Prepare recommendations for appropriate community outreach components and processes for project development.

c. Conduct and/or attend pre-design, design, bidding and bid award meetings that the TOWN deems attendance is required.

d. Prepare required bidding/construction documents for the project(s). This may include the preparation of surveys, design plans, technical specifications, cost estimates, permit applications to government agencies, and other related contract documents.

e. Assist in evaluating bids and making bid award recommendations for construction contract(s).

f. Provide engineering, management, administration, inspection and value engineering services for the project during construction. This may include responding to contractor's Requests for Information, shop drawing/contractor submittal review and approval, inspection and approval of project improvements or progress, certification of projects from various permitting entities, possible field revisions, and review and approval of contractor pay applications. Evaluate and make recommendations on change orders.

g. Provide project close-out services. This may include inspection, preliminary and final acceptance of projects, preparation and approval of punch list items, providing as-built record drawings, operation and maintenance manuals, and project certification as required to all permitting agencies.

Section 1 General Information

h. Identify possible grant funding opportunities and write grant applications or portions thereof for submittal to appropriate agencies.

C. DELIVERABLES:

Deliverables will be defined in each Work Authorization.

4. ANTICIPATED TERM

The Professional Engineering Services Contract and work authorizations will be awarded only for the El Mar Drive Design.

5. CCNA REQUIREMENT

The estimated construction cost of this project may exceed $2 million.

6. MINIMUM REQUIRED EXPERIENCE & QUALIFICATIONS

In order to be deemed responsive and considered for contract award, firm(s) or individuals must satisfy the following mandatory minimum requirements for their respective disciplines:

General Requirements:

A. Maintain an office in the tri-County area (Broward, Dade, and Palm Beach Counties), which is the home office for the principal professional of record and most of the professional's support team.

B. Possess and maintain all necessary and appropriate Florida licenses and certifications required for the services proposed to be provided.

C. Have at least fifteen (15) years of experience in providing engineering services to local governments.

D. The person proposed to be assigned to manage the TOWN contract shall be a registered professional engineer with the State of Florida and shall provide his or her license number in the response.

If a firm has not been in existence for the required number of years, but the principals who are proposed to be assigned to the TOWN's contract have the requisite experience with another firm, that experience may satisfy the required experience.

Section 1 General Information

7. SELECTION PROCESS

The TOWN will follow the selection process set forth below and in accordance with the TOWN Purchasing Manual, which is on the TOWN's website: https://www.lauderdalebythesea-fl.gov/356/Procurement-SolicitationsDF

A. Reserved Rights:
The TOWN reserves the right to: Change the Submittal Deadline or cancel this RFQ; Reject incomplete, irregular, or non-responsive responses; Reject responses with or without cause and for any reason including, but without limitation, if the Respondent fails to submit any required documentation, if the Respondent is in arrears or in default upon any debt or contract to the TOWN or has failed to perform faithfully any previous contract with the TOWN or with other governmental jurisdictions; Solicit and re-advertise for other responses; or, Waive any irregularities or informalities when in the best interest of the TOWN.

B. Interviews:

The TOWN wishes to avoid the expense to the TOWN and to Respondents of unnecessary presentations. Therefore, the TOWN will make every reasonable effort to achieve the initial ranking using written submittals. The TOWN, however, reserves the right to conduct personal interviews or require presentations prior to selection if the TOWN deems this is necessary in order to select its top-ranked firms. The TOWN will not be liable for any expenses which Respondents may incur in connection with a presentation to the TOWN or related in any way to this RFQ.

C. Request for Additional Information:

The Respondent shall furnish such additional information as the TOWN may reasonably require. The TOWN reserves the right to make investigations of the qualifications of the Respondent as it deems appropriate, and to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Respondent, including shareholders, principals and senior management. Failure to provide additional information requested may result in disqualification of the response.

D. Evaluation Committee

a. An Evaluation Committee (the "**Committee**") will be established by the Town Manager to review and evaluate all submittals.

b. The Committee will first review each submittal for compliance with the minimum qualifications and mandatory requirements of the RFQ. Failure to comply with the RFQ requirements may disqualify a response.

c. The Committee will then evaluate the submittals based on the evaluation criteria herein and establish a list of Qualified Firms deemed to be the most qualified and most advantageous to the TOWN to provide the services requested.

The Committee or the Town Commission may request oral presentations from the Respondents. The selection recommendation will be brought to the Town Commission for approval and authorization to begin contract negotiation with the most qualified firms.

E. Shortlisting of Firms.

Depending on the number of responses received, the Town may short-list respondents in order to facilitate more in-depth analysis of a manageable number of responses. These short-listed respondents may or may not be interviewed by the appointed Committee.

8. EVALUATION CRITERIA

The following criteria will be used to evaluate the submittals. Not all of these criteria will apply to each discipline for which professional services are sought.

A. Respondent's number of years in business.

B. Respondent's in-house expertise and applicability for the required services, including the demonstrated experience of the key officers and individuals proposed to be assigned to the TOWN contract.

C. The scope, breadth, depth and quality of experience and past performance record on projects of similar type, size, quality and scope in Florida and elsewhere. Experience in completing projects and providing services similar to those required by the TOWN as demonstrated in project/service history descriptions.

D. The degree to which the Respondent can provide services for the EL Mar Drive Project with in-house resources and the availability of those resources.

E. Respondent's dependence on outside contractors and the qualifications, licenses and references for any proposed sub-consultants or subcontractors may be considered.

F. Respondent's ability to provide all services required in a timely manner, including Respondent's ability to respond quickly, efficiently and cost- effectively.

G. Respondent's familiarity and success with permitting agencies and permitting procedures in South Florida.

H. The sufficiency of Respondent's staff to provide the required services.

I. Past performance with other governmental jurisdictions and, if applicable, on TOWN projects (previous employment or contractual experience with the TOWN is not required).

J. The location of the firm and the place from which the work is to be performed.

K. Past history of meeting required time frames.

L. Financial resources and capabilities.

M. Other factors considered relevant to analyze Respondent's expertise including as authorized or required by Florida Statutes.

Section 1 General Information

9. CONTRACT AWARD

Any contract award resulting from this RFQ requires Town Commission approval and execution of a contract approved by the Town Attorney.

The award will be to the firm whose submittal complies with all material requirements set forth in this RFQ and whose qualifications and response, in the opinion of the TOWN, are the most advantageous to the TOWN, taking into consideration all aspects of the Respondent's response.

The TOWN shall be the sole judge of its own best interests, the responses, and the resulting negotiated Professional services contract, if any.

10. PROFESSIONAL SERVICES CONTRACT

The TOWN anticipates entering into professional services contracts with the selected Respondent judged by the TOWN to be the most highly qualified to perform the requested services.

The selected Respondent is expected to execute the Town's standard Services Agreement, in a form similar to the attached sample agreement and approved by the Town Attorney.

The TOWN's standard services contract is included as **Exhibit 6**.

11. ETHICS

With respect to submittals to this RFQ or any future transaction with the TOWN, if any Respondent or Selected Firm violates or is a party to a violation of the ethics ordinances or rules of the TOWN, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent or Selected Firm may be disqualified from furnishing the services for which the submittal or response is submitted and may be further disqualified from submitting any future submittals or responses for goods or services to TOWN.

End of Part 1

Section 2 – RFQ Requirements

12. RFQ GENERAL INFORMATION

A. INCURRED EXPENSES

The TOWN is not responsible for any expenses that Respondents may incur preparing and submitting their response to this RFQ or for any expenses related to any presentation by Respondents, whether requested by the TOWN or otherwise.

B. INQUIRIES

The TOWN will not respond to oral inquiries. Respondents may mail, email or fax written inquiries regarding this RFQ to the attention of the Town Clerk. Please mark the correspondence "RFQ No. 20-01-01 QUESTION".

The TOWN will respond to written inquiries received at least 7 working days prior to the Submittal Deadline. The TOWN will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the TOWN will email, mail or fax written addenda to any potential Respondent who has provided their contact information to the Town Clerk. Although the TOWN will make an attempt to notify each prospective Respondent of any addendum or change in requirements or dates, it is the sole responsibility of a Respondent to remain informed as to any changes to the RFQ.

C. ADDENDUM, AMENDMENT, CHANGE IN DATES

At its sole discretion, the TOWN may postpone or reschedule any dates in the selection process or any term of the RFQ. If changes are made, the TOWN will issue an addendum (addenda) prior to the Submittal Deadline. It is the sole responsibility of a Respondent to remain informed as to any changes.

D. PRE-RESPONSE MEETING

A pre-response meeting is not scheduled or anticipated.

F. RESPONSE SUBMISSION

Respondents shall submit in a sealed, opaque package:

- one (1) original printed response; and
- one (1) electronic copy of the response.

The electronic copy of the response shall be in PDF or Microsoft Word file formats. Complex graphics, appendixes, and additional materials do not have to be submitted electronically.

Submissions shall be clearly marked on the outside as follows:

To: Town of Lauderdale-By-The-Sea

Section 2 – RFQ Requirements

RFQ No. 20-01-01

Project: El Mar Drive Design
Submitted by: _____
Address: _____
Telephone: _____
Email: _____

Responses shall be submitted in person or by mail prior to the Submittal Deadline. Email submittals are not accepted.

The TOWN cautions Respondents to assure actual delivery of responses to the TOWN prior to the Submittal Deadline. Telephone confirmation of timely receipt of a response may be made by calling the Office of the Town Clerk (954-640-4200).

Submittals, additions, or changes after the Submittal Deadline will not be accepted and will be returned to the Respondent.

Respondents may withdraw their responses by notifying the TOWN in writing at any time prior to the opening. Responses, once opened, become property of the TOWN and will not be returned.

G. PUBLIC RECORDS

Responses to this RFQ are public records and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Respondent's responsibility to become familiar with these concepts and to specifically note any information in the response that they believe is confidential and/or exempt from public disclosure.

13. RESPONSE FORMAT & CONTENT

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the responses be organized in the manner specified herein.

RESPONDENTS SHALL COMPLETE AND SUBMIT THE REQUIRED RFQ FORMS OR *YOUR RESPONSE WILL BE DEEMED NON-RESPONSIVE.*

The forms may be duplicated and most are available in WORD. Any erasures or corrections on the form must be made in ink and initialed by Respondent in ink. All

Section 2 – RFQ Requirements

information submitted by the Respondent shall be printed, typewritten or completed in ink. Responses shall be signed in ink.

All responses shall be submitted as specified in this RFQ. Any attachments shall be clearly identified. In order to be deemed responsive and considered for contract award, the response must fully respond to all parts of the RFQ.

Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the response. If publications are supplied by a responder to respond to a requirement, the response should include reference to the document number and page number. Responses lacking this reference may be considered to have no reference material included.

Respondents shall prepare their responses using the following format:

1. Title Page

   The title page shall show the name of Respondent's agency/firm, address, telephone number, name of contact person, date, and the RFQ number.

2. Letter of Transmittal

   This letter will summarize in one or two pages, the following information:

   a. List the professional services identified in this RFQ you are qualified and willing to perform.

   b. A statement that the business is licensed, permitted and/or certified to do business and practice a specific discipline, or is a design- build firm (as applicable) in the State of Florida and attach copies of all such licenses issued to the business entity.

   c. Identify any supplemental materials that have been included that might enhance the TOWN's understanding of the firm and its capabilities and experience in light of the qualification evaluation criteria.

   d. Identify the Response Contract.

      The name of the person who is authorized to make representations for the Respondent during the evaluation phase, their title, email address, and telephone number.

   e. Identify the Contract Administrator.

      The name of the person who will be the firm's contact during the term of the contract, their title, email address, and telephone number.

   f. Identify the Project Manager.

      The name of the person who will be assigned as the primary contact with the TOWN, their title, email address, and telephone number. Provide the person's background, training, experience, qualifications and authority.

   g. The official legally authorized to negotiate and execute a contract on behalf of the Respondent must sign the letter of transmittal.

Section 2 – RFQ Requirements

3. Table of Contents

   Include a clear identification of the submitted material by section and by page number.

4. Organization Profile, Qualifications and Experience (RFQ Form 1, Exhibit 1)

   A. Complete Form 1 (**Exhibit 1**) and include it as the first page of this section.

   B. Following Form 1, provide the following information in the order requested in the format of your choosing:

   - Considerable relevant experience that demonstrates both the experience and capability of particular personnel who will actually perform the work.

     Include the work that the firm has done within the past ten (10) years for other governmental entities. Describe the work performed, and the year and amount of time the firm was engaged. Provide contact information for each.

     Note: If a firm has not been in existence for ten (10) years, or the personnel who are proposed to be assigned to the TOWN's contract have the requisite experience with another firm, list the work by both the firm and the personnel.

   - Include documentation indicating that the firm or individual is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
   - A description of the individual responsible
   - The resumes and professional qualifications of the <u>primary</u> individual(s) who will work on this project.

5. References (RFQ Form 2)

   Complete RFQ Form 2 (**Exhibit 2**) by providing at least four (4) clients or business references, with whom we may speak during the evaluation phase, which have utilized the services being proposed to the TOWN.

6. Insurance:

   Include a statement that the Respondent commits to, and is able to, obtain and provide proof of insurance that meets the requirements specified in the Professional services contract (**Exhibit 6**).

   <u>NOTE: The following is NOT required when you submit your response.</u>

   If deemed to be a Qualified Firm, the Qualified Firms shall provide a list of claims for the past five (5) years, including those presently outstanding against the firm.

Section 2 – RFQ Requirements

This information shall be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

7. Professional Services Contract

   Include a statement that the Respondent takes no exceptions to the TOWN's standard professional service contract (**Exhibit 6**) or in the alternative, clearly and prominently indicate what exceptions are taken and any proposed modifications to the TOWN's professional services contract (**Exhibit 6**).

   RESPONDENTS TAKING EXCEPTION ARE SOLELY RESPONSIBLE FOR THIS RISK. The TOWN is under no obligation to accept or consider any exceptions, or accept any Response with an exception. Respondents are reminded that they may submit one Response without exceptions and an alternate Proposal with exceptions.

8. Additional Forms.

   THE FOLLOWING ADDITIONAL FORMS SHALL BE EXECUTED AND SUBMITTED WITH YOUR RESPONSE TO BE DEEMED RESPONSIVE.

EXHIBIT 3, RFQ FORM 3:	**RESPONDENT'S CERTIFICATION**
EXHIBIT 4, RFQ FORM 4:	**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME**
EXHIBIT 5, RFQ FORM 5:	**NO FINANCIAL INTEREST STATEMENT**

9. Compensation

   The response ***shall not*** include rates or fees for any services. The Town Manager will negotiate fees that the TOWN determines to be fair, competitive and reasonable with the Selected Firm.

10. Representations and Warranties.

    In submitting a response, Respondent warrants and represents that:

    A. Respondent has given TOWN written notice of all conflicts, errors, ambiguities, or discrepancies that Respondent has discovered in this RFQ and any addenda thereto, and the written resolution thereof by the TOWN is acceptable to Respondent.

    B. The RFQ is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the response that is submitted.

Section 2 – RFQ Requirements

C. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the TOWN has any interest, financially or otherwise, in this RFQ or related contract.

End of Part 2

THE REST OF THIS PAGE IS INTENTIONALLY BLANK

RFQ FORMS

THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH YOUR RESPONSE TO BE DEEMED RESPONSIVE.

RFQ FORM 1: QUALIFICATIONS STATEMENT

Proposer:_____

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
    a. The correct and full legal name of the Respondent is:
    b. The business is a (Sole Proprietorship) (Partnership) (Corporation).
    c. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

2. Please describe your company in detail:
    a. Number of employees;
    b. Number of years your organization been in business; and,
    c. The organization's specialty.

3. The contact information (address, telephone and fax) of the principal place of business:

4. The contact information (address, telephone and fax) of the closest business location to TOWN if different than number 3:

5. Name and title of employees to be assigned to the Town contract, if awarded:

6. Company identification numbers for the Internal Revenue Service:

7. Broward County business tax receipt number, if applicable, and expiration date:

8. List the last three project of this nature that the firm has completed? Please provide project description, reference and cost of work completed.

9. Have you ever failed to complete any work awarded to you? If so, where and why?

RFQ FORMS

10. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this contract that are ***in progress*** as of the date of submission of this Response.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

Provide the following information for any sub-contractors you propose to engage if awarded a contract.

Subcontractor Name	Contact Information	Work to be Performed

The foregoing list of subcontractors may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFQ FORMS

RFQ Form 2: REFERENCES

Respondent: _____

THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE TO BE DEEMED RESPONSIVE.

Give contact information for at least four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFQ:

1. Name of Contact:
   Title of Contact: Email:
   Telephone Number: Fax Number:
   Project:

2. Name of Contact:
   Title of Contact: Email:
   Telephone Number: Fax Number:
   Project:

3. Name of Contact:
   Title of Contact: Email:
   Telephone Number: Fax Number:
   Project:

4. Name of Contact:
   Title of Contact: Email:
   Telephone Number: Fax Number:
   Project:

RFQ FORMS

RFQ FORM 3: RESPONDENT'S CERTIFICATION

Respondent: _____

THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Request for Qualifications referenced above ("RFQ") and any other documents accompanying or made a part of this RFQ.

I hereby propose to furnish the goods or services specified in the RFQ. I agree that my response will remain firm for a period of 150 days in order to allow the TOWN adequate time to evaluate the responses.

I certify that all information contained in this response, which includes the TOWN required RFQ forms A, B, C, D and E is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

Respondent hereby authorizes the TOWN, its staff or consultants, to contact any of the references provided in the response and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this response.

I further certify, under oath, that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response for the same product or service; no officer, employee or agent of the TOWN or any other proposer has a financial interest in said response; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters herein contained and was duly authorized to do so.

If this response is selected, I understand that I will be expected to execute the TOWN's standard Professional Services contract, in the form approved by the Town Attorney.

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

RFQ FORMS

convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

_____
Name of Business

By: _____
Signature

_____
Print Name and Title

_____

_____
Mailing Address

RFQ FORMS

THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE TO BE DEEMED RESPONSIVE.

RFQ FORM 4: SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

TO BE VALID, THIS FORM SHALL BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted to The Town Commission of the Town of Lauderdale-By-The-Sea, Florida by: _____
   (print this individual's name and title)

   for _____
   (print name of entity submitting sworn statements)

Whose business address is: _____
_____
_____

And, if applicable, whose Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-___-_____.

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a}, Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions 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 entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement,

RFQ FORMS

shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which 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 a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

_____There has been a proceeding concerning the conviction before a hearing officer in 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).

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

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

RFQ FORMS

Date: _____ _____
(Signature)

STATE OF FLORIDA
COUNTY OF: _____

Sworn and subscribed before me this_____day of _____, 20____

by _____who is Personally known to me Or

who produced identification _____
(Type of Identification)

_____
(Signature) Notary Public-State of Florida

_____
(Printed, typed or stamped commissioned name of notary public)

My commission expires_____(SEAL)

RFQ FORMS

THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE TO BE DEEMED RESPONSIVE.

RFQ FORM 5: NO FINANCIAL INTEREST STATEMENT

The undersigned guarantees the truth and accuracy of this statement.

The Respondent recognizes and certifies that no elected official, board member, or employee of the Town of Lauderdale-By-The-Sea (the "Town") shall have a financial interest directly or indirectly in this RFQ, related contract, if any, or any compensation to be paid under or through these matters, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the TOWN, nor any spouse, parent or child of such employee or elected or appointed officer of the TOWN, may be a partner, officer, director or proprietor of Respondent, and further, that no such TOWN employee or elected or appointed officer shall be employed by the firm or receive any compensation from the firm for a period of at least twelve (12) months after leaving the employ or agency of the TOWN.

_____
Name of Business

By: _____
Signature

_____
Print Name and Title

_____

_____
Mailing Address

Exhibit 6

to the RFQ

PROFESSIONAL SERVICES AGREEMENT

LAUDERDALE BY·THE·SEA

Table of Contents

Section 1. Recitals.....1
Section 2. Definitions

1
Section 3. Work Authorizations/Scope of Services/Compensation 2
Section 4. Term/Termination 4
Section 5. Additional Services and Changes in Scope of Services 5
Section 6. Survival of Provisions 6
Section 7. Town's Responsibilities 6
Section 8. Ethics 6
Section 9. Policy of Non-Discrimination/Wages 7
Section 10. Ownership of Documents/Deliverables 7
Section 11. Records/Audits 8
Section 12. No Contingent Fee 9
Section 13. Independent Contractor.....9
Section 14. Assignment; Amendments.....9
Section 15. Indemnification/Hold Harmless.....10
Section 16. Insurance.....10
Section 17. Representative of Town and Contractor.....12
Section 18. Cost And Attorney's Fees/Waiver of Jury Trial 12
Section 19. All Prior Agreements Superseded 12
Section 20. Contractor's Responsibilities 13
Section 21. Subcontractors 13
Section 22. Notices 14
Section 23. Truth-In-Negotiation Certificate 15
Section 24. Dispute Resolution 15
Section 25. Consent to Jurisdiction 15
Section 26. Governing Law 16
Section 27. Headings 16
Section 28. Exhibits.....16
Section 29. Severability.....16
Section 30. Counterparts.....16

Exhibit 1. Request for Qualifications No. 20-01-01.....
Exhibit 2. CONTRACTOR's response to the RFQ.....

RFQ FORMS

Exhibit 3. Standard Work Authorization document .....

Exhibit 6: Standard Professional Services Contract

PROFESSIONAL SERVICES AGREEMENT

Between

TOWN OF LAUDERDALE-BY-THE-SEA

And

_____

(CCNA)

THIS AGREEMENT (the "**Professional Services Agreement**" or **Agreement**") is made between the Town of Lauderdale-By-The-Sea, Florida, a Florida municipal corporation (the "**TOWN**") and_____, a _____corporation authorized to do business in the State of Florida, (the "**CONTRACTOR**"), whose principal place of business is _____.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the TOWN issued RFQ No. 20-01-01 for El Mar Drive Design (the "RFQ") and selected the CONTRACTOR to provide professional engineering services; and

WHEREAS, the CONTRACTOR is willing and able to perform such professional services for the TOWN within the basic terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONTRACTOR agree as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and are incorporated herein.

SECTION 2. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning. Additional definitions provided for in the RFQ are also incorporated herein.

2.1 **Contract Documents** refers to this Agreement, the Request for Qualifications No. 20-01-01 ("RFQ"), attached hereto and incorporated herein as **Exhibit 1**, CONTRACTOR's response to the RFQ, opened February 3, 2020 attached hereto and incorporated herein as **Exhibit 2**, all specifications, Certificate(s) of Insurance, Work Authorizations and all written amendments issued on or after the effective date of this Agreement.

Exhibit 6: Standard Professional Services Contract

In the event of conflict among the various components of the Contract Documents, the following shall govern in the following order: this Agreement, any written amendments thereto, the RFQ (**Exhibit 1**), CONTRACTOR's Proposal (**Exhibit 2**), and Work Authorizations.

2.2 **Compensation** means the total amount paid by the TOWN for the CONTRACTOR's professional services pursuant to an executed Work Authorization, exclusive of Reimbursable Expenses.

2.3 **Reimbursable Expenses** means the expenses directly attributable to the Work Authorization that are not Compensation in the Work Authorization, but that the TOWN agrees in writing will be costs the TOWN will reimburse to the CONTRACTOR. Reimbursable Expenses may include, application and permit fees paid for securing approval of authorities having jurisdiction over the Work Authorization; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents specified the Work Authorization; travel expenses as provided in Paragraph 3.4 of this Agreement. Travel Expenses are not a reimbursed expense unless CONTRACTOR has secured advance written authorization for such travel from the Town Manager.

2.4 **Subcontractor Fee** means the direct and actual cost of the subcontractor with no markup, as reflected by actual invoices of the subcontractor.

2.5 **Work Authorization** means the document issued by TOWN to a CONTRACTOR authorizing a specific scope of services, the Compensation to be paid, the time frame to complete the work and other project specific details.

SECTION 3. SCOPE OF SERVICES/COMPENSATION

3.1 CONTRACTOR shall meet the requirements and perform the services described in the RFP for the El Mar Design ("Project"), attached hereto and incorporated herein as Exhibit 1, and CONTRACTOR's proposal, attached hereto and incorporated herein as Exhibit 2. The Services required by this Agreement, Exhibit 1, and Exhibit 2, shall collectively be referred to as "Services."

3.2 Travel Expenses, whether within or outside of Broward County, and whether to the specific project or otherwise, are not a reimbursed expense unless CONTRACTOR has secured advance written authorization for such travel from the Town Manager. All approved travel expenses will be reimbursed in accordance with the TOWN's adopted travel policy.

3.3 The Compensation for the Services provided pursuant to this Agreement shall be in accordance with Exhibit 2, in an amount not to exceed $_____. .

3.4 CONTRACTOR will invoice the TOWN on a monthly basis for services rendered the previous month. The invoice shall identify work completed, by whom and the

Exhibit 6: Standard Professional Services Contract

percentage of the Services completed. Additionally, the invoice shall include a line item reflecting retainage as applicable.

After receipt of the invoice, the Town shall notify CONTRACTOR of any discrepancies or disputed items on the invoice. The TOWN may request additional information, including but not limited to, all invoices, time records, expense records, accounting records and payment records of CONTRACTOR. The TOWN shall pay the CONTRACTOR the undisputed portion of the invoice within thirty (30) days of receipt of the invoice.

The Town Manager shall make a final determination regarding any disputed portion of the invoice within forty-five (45) days of receipt of the invoice during which time the Town Manager or designee shall meet with the CONTRACTOR to seek resolution of the disputed billing.

3.5 Retainage: The TOWN reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONTRACTOR until the Project is completed. For projects that are divided into several phases, any retainage shall be withheld and may be released individually for each phase of the Project at TOWN's discretion. Said retainage may be withheld at the sole discretion of the Town Manager and as security for the successful completion of the CONTRACTOR'S duties and responsibilities under the Work Authorization.

SECTION 4. TERM/TERMINATION

4.1 **Term of Agreement.** This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the completion of the Project, unless terminated earlier pursuant to this Agreement.

4.2 **Termination For Convenience.** The TOWN shall have the right at any time to terminate this Agreement for any reason whatsoever or without reason, upon thirty (30) calendar days' written notice to CONTRACTOR. If any such termination notice is provided by the TOWN, the CONTRACTOR shall immediately cease work on any Work Authorizations issued under this Agreement upon receipt of the notice from the TOWN. In the event the TOWN terminates the Agreement as provided for herein through no fault of the CONTRACTOR, the TOWN shall pay to the CONTRACTOR for work completed pursuant to this Agreement to the satisfaction of the TOWN, its reasonable documented costs actually incurred as of the date of the termination notice. Under no circumstances shall the TOWN make payment of profit for services that have not been performed.

Exhibit 6: Standard Professional Services Contract

4.3 **Termination For Cause.** This Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated by the TOWN, the CONTRACTOR shall indemnify and hold the TOWN harmless against any loss pertaining to such termination. In the event that the CONTRACTOR is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 4.2 and the provisions of Section 4.2 shall apply.

SECTION 5. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

5.1 **Change Order Defined.** A Change Order shall mean a written order to the CONTRACTOR executed by the TOWN and CONTRACTOR, issued after execution this Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Compensation or the completion time, or any combination thereof.

5.2 **Effect of Executed Change Order.** The execution of a Change Order by the TOWN and the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR and the TOWN's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the TOWN for additional time or Compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order. The CONTRACTOR agrees that no claim for delay damages shall be asserted against the TOWN and hereby waives the right to assert any such claim.

SECTION 6. SURVIVAL OF PROVISIONS

Any terms or conditions of either this Agreement or any subsequent Work Authorization that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

SECTION 7. TOWN'S RESPONSIBILITIES

Exhibit 6: Standard Professional Services Contract

7.1 TOWN shall assist CONTRACTOR by providing CONTRACTOR with available information that is pertinent to the Work Authorization as may be requested in writing by the CONTRACTOR and allow reasonable access to pertinent information relating to the services to be performed by CONTRACTOR.

7.2 TOWN shall provide CONTRACTOR access to TOWN property as required for CONTRACTOR to perform services under this Agreement or any Work Authorization.

SECTION 8. ETHICS

8.1 The applicable code of ethics from the state professional organization of the CONTRACTOR's professional discipline shall be incorporated in this Agreement by this reference. For example, for engineers, the code of ethics of the Florida Engineering Society shall be incorporated in this Agreement by this reference. If there is not a code of ethics from the state professional organization, then the code of ethics from the national professional organization shall be incorporated.

8.2 CONTRACTOR warrants and represents that its employees shall abide by the applicable provisions of the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes, and Broward County Code of Ethics (County Code Section 1-19), as they may be amended from time to time.

8.3 No officer or employee of the Town of Lauderdale-By-The-Sea, Florida, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.

SECTION 9. POLICY OF NON-DISCRIMINATION/WAGES

9.1 The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work or services provided under this Agreement or any Work Authorization and shall not engage in or commit any discriminatory practice against any person based on race, color, religion, sex, sexual orientation, age, marital status, national origin, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery in the performance of work under this Agreement or a Work Authorization.

Exhibit 6: Standard Professional Services Contract

9.2 If a specific project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, CONTRACTOR shall be required to comply with such provisions.

SECTION 10. OWNERSHIP OF DOCUMENTS/DELIVERABLES

10.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the TOWN or furnished by the CONTRACTOR pursuant to this Agreement shall become the property of the TOWN, and shall be delivered by CONTRACTOR to the TOWN within 10 calendar days after written notice requesting delivery of such documents. In no event shall the CONTRACTOR use, or permit to be used, any of the documents, without the TOWN'S prior written authorization.

10.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the CONTRACTOR for a Work Authorization shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the TOWN.

10.3 All final plans and documents prepared by the CONTRACTOR shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida and date approved and/or sealed.

10.4 All deliverables should be provided in hard copy format as well as electronic format to the TOWN. Drawings should be provided in CADD and PDF, spread sheets in Microsoft Excel, and written documentation in Microsoft Word. The date of submittal to the TOWN shall be deemed to be the later of delivery of hard copies or delivery of electronic copies as applicable.

Exhibit 6: Standard Professional Services Contract

SECTION 11. RECORDS/AUDITS

11.1 CONTRACTOR shall maintain and require subcontractors to maintain, complete and correct records, books, documents, papers and accounts pertaining to each Work Authorization and any worked performed in connection with this Agreement. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the Town Manager or any authorized TOWN representative with reasonable notice and shall be kept for a period of five (5) years after the completion of each Work Authorization or such longer time as may be required by applicable law. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by, or reimbursement to, the TOWN of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the TOWN.

11.2 The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

(a) CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.

(b) Upon request from the TOWN's custodian of public records, CONTRACTOR shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.

(d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the Town in a format that is compatible with the TOWN's information technology systems.

Exhibit 6: Standard Professional Services Contract

Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(e) Any Compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4200, TownClerk@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

11.3 Refusal of the CONTRACTOR to comply with the provisions of Sections 11.1 or 11.2 shall be grounds for immediate termination for cause by the TOWN of this Agreement or any Work Authorization.

SECTION 12. NO CONTINGENT FEE

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the CONTRACTOR violates this provision, the TOWN shall have the right to terminate this Agreement or any Work Authorization, without liability, and at its sole discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor under this Agreement and any Work Authorizations. Services provided by the CONTRACTOR shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar

Exhibit 6: Standard Professional Services Contract

administrative procedures applicable to services rendered under this Agreement or any Work Authorizations shall be those of the CONTRACTOR.

SECTION 14. ASSIGNMENT; AMENDMENTS

14.1 This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR, without the prior written consent of the TOWN, which may be withheld in the TOWN's sole discretion.

14.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 15. INDEMNIFICATION/HOLD HARMLESS

15.1 The CONTRACTOR shall indemnify and hold harmless the TOWN and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, or costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR or any persons employed or utilized by the CONTRACTOR in the performance of this Agreement or any Work Authorization. . Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

15.2 CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement and each Work Authorization for the above hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 16.

SECTION 16. INSURANCE

The CONTRACTOR shall secure and maintain throughout the duration of this Agreement and any Work Authorization, insurance of such type and in such amounts necessary to protect its interest and the interest of the TOWN against hazards or risks of loss as specified below. The insurance coverage shall be primary insurance with respect to the CONTRACTOR, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the CONTRACTOR'S insurance and shall

Exhibit 6: Standard Professional Services Contract

not contribute to the CONTRACTOR'S insurance. The following minimum insurance coverage requirements shall apply on a per project basis:

16.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for Statutory Limits as required by applicable State and Federal laws. Employers Liability Limits shall be no lower than $500,000 each accident, $500,000 each employee (disease), $500,000 disease (policy limit).

16.2 **Comprehensive Automobile and Vehicle Liability Insurance**: This insurance shall be written in comprehensive form and shall protect the TOWN and the CONTRACTOR against claims for injuries to members of the public and/or damages to property of others arising from the CONTRACTOR'S use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than $1,000,000 per occurrence for Bodily Injury and Property Damage, Hired & Non Owned Auto Liability. Defense Costs must be 'outside the limits' of liability.

16.3 **Comprehensive General Liability.** This insurance shall be written on a "per occurrence" basis only in comprehensive form and shall protect the TOWN and the CONTRACTOR against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONTRACTOR or any of its agents, employees, or subcontractors. The limit of liability shall not be less than $1,000,000 per occurrence combined single limit, or $1,000,000 per occurrence/$2,000,000 general aggregate for Bodily Injury and Property Damage and general aggregate for Products/Completed Operations. Comprehensive General Liability insurance shall include endorsements for property damage; personal injury, contractual liability; completed operations; products liability and independent contractors coverage. Defense Costs must be 'outside the limits' of liability.

16.4 **Professional Liability:** $1,000,000 per incident. If coverage is written on a claims-made form, the retroactive date of coverage shall be no later than the inception date of the claims made coverage, unless the prior act policy was extended indefinitely to cover prior period acts. Provisions shall be made to provide coverage beyond the policy year, when necessary. Defense Costs must be 'outside the limits' of liability.

At the Town's sole discretion, the requirement for professional liability insurance may be waived in certain limited circumstances based on the nature of a specific project.

Exhibit 6: Standard Professional Services Contract

16.5 **Certificate of Insurance:** Concurrent with the execution of this Agreement and prior to the execution of a Work Authorization, the CONTRACTOR shall provide the TOWN an original Certificate of Insurance documenting compliance with each required insurance policy. The TOWN is to be specifically included as an Additional Insured for General Liability and Auto Liability of the CONTRACTOR resulting from operations performed by or on behalf of TOWN in performance of this or any Work Authorization. The General Liability Additional Insured Endorsement MUST include 'Completed Operations' using the latest version of CG 20 37 04 13- Additional Insured-owners, lessees, or contractors- **Completed Operation**s & CG 20 10 04 13 Additional Insured-owners, lessees or contractors-scheduled person or organization. Each Certificates of Insurance shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the TOWN before any policy or coverage is cancelled or restricted. CONTRACTOR's proposed insurance coverage is subject to approval of the Town Manager, in the Town Manager's sole discretion.

CONTRACTOR'S insurance, including that applicable to the TOWN as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the TOWN shall be in excess of and shall not contribute to CONTRACTOR'S insurance. CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

16.6 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. The Town Manager may require the CONTRACTOR, as a condition of execution of a particular Work Authorization, to provide a bond or other monetary consideration to cover the CONTRACTORS' deductible for Professional Liability Insurance.

16.7 Insurance carriers providing the insurance required by this Agreement or any Work Authorization must be licensed in the State of Florida as evidenced by certificates of authority from the Department of Financial Services of the State of Florida, or have an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have and must maintain a rating of "A" or better according to the A.M. Best Company. If during the period when an insurer is providing insurance required by this Agreement an insurer shall fail to comply with the foregoing minimum requirements, the Town shall be notified in writing as soon as possible. The Contractor shall have 20 days to replace such insurance with an insurer who meets the acceptable insurance provider requirements as stated herein.

Exhibit 6: Standard Professional Services Contract

16.8 The TOWN reserves the right to change the insurance requirements depending upon the scope of work in a Work Authorization.

SECTION 17. REPRESENTATIVE OF TOWN AND CONTRACTOR

17.1 **TOWN Representative**. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager, or his/her designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

17.2 **CONTRACTOR Representative**. CONTRACTOR shall inform the TOWN Representative, in writing, of the representative of the CONTRACTOR to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

SECTION 18. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL

18.1 If either the TOWN or CONTRACTOR is required to enforce the terms of this Agreement or any Work Authorization by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and attorney's fees in any state or federal administrative, circuit court and appellate court proceedings.

18.2 In the event of any litigation arising out of this Agreement or any Work Authorization, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 20. CONTRACTOR'S RESPONSIBILITIES

20.1 Any and all drawings, plans, specifications, or other construction or contract documents prepared by the CONTRACTOR shall be accurate, coordinated and

Exhibit 6: Standard Professional Services Contract

adequate for construction, as applicable, and shall comply with all applicable TOWN Codes, county, state and federal laws, rules and regulations.

20.2 The CONTRACTOR shall exercise the same degree of care, skill and diligence in the performance of the services for each Work Authorization as is ordinarily provided by a professional engineer, architect, landscape architect, surveyor or mapper, as applicable, under similar circumstances. If at any time during the term of any Work Authorization or the construction of a specific project for which the CONTRACTOR has provided engineering, architectural landscape, architectural, surveying or mapping services under a prior Work Authorization, it is determined that the CONTRACTOR's documents are incorrect, defective or fail to conform to the Scope of Services of the particular Work Authorization, upon written notification from the TOWN, the CONTRACTOR shall immediately proceed to correct the work, re-perform services that failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the TOWN for any other services and expenses made necessary thereby, save and except any costs and expenses which the TOWN would have otherwise paid absent the CONTRACTOR's error or omission. The TOWN's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement or the Work Authorization, in equity or otherwise.

20.3 The CONTRACTOR'S obligations under Paragraph 20.2 of this Agreement shall survive termination of this Agreement or Work Authorization.

20.4 CONTRACTOR shall comply with all laws, ordinances, and governmental rules, regulations and order, now or at any time during the term of the Agreement, which are applicable to or which affect the work performed under this Agreement or any Work Authorization or any procedures of the CONTRACTOR for such work.

20.5 CONTRACTOR shall be responsible for technically deficient designs, reports, or studies due to CONTRACTOR's errors and omissions, and shall promptly correct or replace all such deficient design work due to CONTRACTOR's errors and omissions without cost to TOWN upon the request of the TOWN. CONTRACTOR shall also be responsible for the cost of correcting deficient construction, which was built from technically deficient designs. Payment in full by the TOWN for work performed does not constitute a waiver of this provision.

SECTION 21. SUBCONTRACTORS

Exhibit 6: Standard Professional Services Contract

21.1 In the event the CONTRACTOR requires the services of any subcontractors or other professional associates in connection with services covered by any Work Authorization, the CONTRACTOR must secure the prior written approval of the Town Manager.

21.2 Any subcontract with a subcontractor shall afford to the TOWN rights against the subcontractor which correspond to those rights afforded to the TOWN against the CONTRACTOR herein, including but not limited to those rights of termination as set forth herein.

21.3 No reimbursement or payment shall be made to the CONTRACTOR for any subcontractors that have not been previously approved by the TOWN for use by the CONTRACTOR and CONTRACTOR's solely responsible for use of unimproved subcontractors.

21.4 CONTRACTOR shall provide the Town Manager with evidence of insurability consistent with the minimum insurance coverage requirements in Section 16 of this Agreement for all subcontractors proposed by CONTRACTOR to perform services under this Agreement or any Work Authorization. The subcontractors insurance shall list the TOWN as an Additional Insured for General Liability and Auto Liability of the subcontractor resulting from operations performed by or on behalf of TOWN in performance of this Agreement or any Work Authorization.

SECTION 22. NOTICES

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

_____
_____
_____
Telephone: ( )
Facsimile: ( )

Exhibit 6: Standard Professional Services Contract

FOR TOWN:

Town of Lauderdale-By-The-Sea
Attention: Town Manager
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: (954) 640-4200

With a copy to:
Town of Lauderdale-By-The-Sea
Attention: Town Attorney
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: (954)763-4242

SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement and any Work Authorization by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the Compensation of this Agreement or any Work Authorization are accurate, complete, and current at the time of contracting. Each Work Authorization's Contract Prices and any additions shall be adjusted to exclude any significant sums by which the TOWN determines the Work Authorization Contract Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Work Authorization.

SECTION 24. DISPUTE RESOLUTION

24.1 Any dispute concerning performance of this Agreement shall be decided by the TOWN, who shall reduce the decision to writing and serve a copy on the CONTRACTOR. The decision shall be final and conclusive unless within 21 calendar days from the date of receipt, the CONTRACTOR files with the TOWN a petition for administrative hearing. The TOWN's decision on the petition shall be final, subject to the CONTRACTOR's right to review pursuant to Chapter 120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the CONTRACTOR's ability to pursue any other form of dispute resolution, including, but not limited to, litigation; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Exhibit 6: Standard Professional Services Contract

24.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Broward County, Florida.

SECTION 25. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Work Authorization. Venue of any action to enforce this Agreement or any Work Authorization shall be in Broward County, Florida.

SECTION 26. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

SECTION 27. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 28. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits are to be treated as part of this Agreement, and are incorporated by reference.

SECTION 29. SEVERABILITY

If any provision of this Agreement or any Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 30. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

Exhibit 6: Standard Professional Services Contract

SECTION 31. SCRUTINIZED COMPANIES

31.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

31.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

31.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

31.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Exhibit 6: Standard Professional Services Contract

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The TOWN , signing by and through its Town Manager, attested to by its Town Clerk, duly authorized to execute same and by CONTRACTOR by and through its _____, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

ATTEST:

_____
Tedra Allen, Town Clerk

APPROVED AS TO FORM
AND SUFFICIENCY:

By: _____
Susan L. Trevarthen, Town Attorney

TOWN OF LAUDERDALE BY-THE-SEA

By:_____
Chris Vincent, Mayor

_____ day of _____, 2020.

_____
William Vance, Town Manager

_____
Lucila Lang, Finance Director

WITNESS:

_____

Print Name:_____

CONTRACTOR

By:_____

Print Name/Title: _____

Date: _____

Exhibit 6: Standard Professional Services Contract

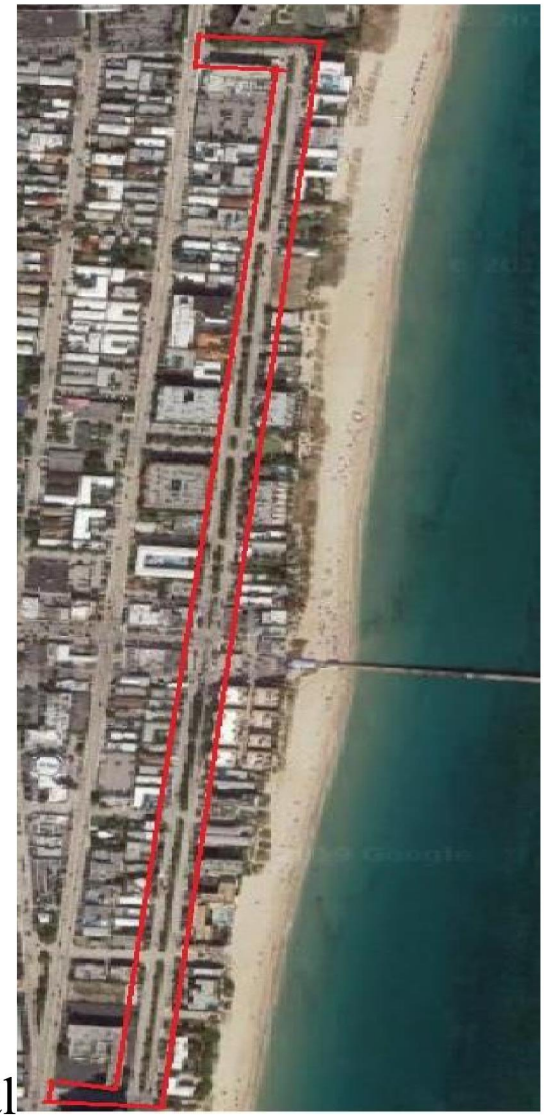


Exhibit 7 El Mar Drive Aerial

March 5, 2020

William Vance
Town Manager
Town of Lauderdale-By-The-Sea
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308
BillV@lbts-fl.gov

RE: EL MAR DRIVE DESIGN SERVICES PROPOSAL
Proposal for Design Permit Documents

Dear Mr. Vance:

Our EDSA Team appreciates the opportunity to provide this proposal for design services for The Town of Lauderdale-By-The-Sea's El Mar Drive Project. Building upon the vision set forth in the East and West Commercial Blvd. projects, El Mar Drive is an extension of the unique character and brand that the Town recognized for. Below we have outlined a Scope of Services with corresponding fees, that we feel will provide for the best fit of services by EDSA and our team; Baxter & Woodman (Civil Engineers & Survey), Credo Consulting Engineers (Mechanical, Electrical, Plumbing), Terracon (Geotechnical Services), Craig A. Smith & Associates (Subsurface Utilities), and Prevost Stamper (Irrigation). Scope of Work specific to these consultants can be found in Appendix 'D'.

PROJECT DESCRIPTION

The project limits are the entire El Mar Drive Corridor including the Palm Avenue (South) and Pine Avenue (North) connections to A-1-A (approximately 1.0 mile). Also included are the street connections between El Mar Drive and each existing beach portal at Palm, Hibiscus, Datura, Washingtonia, and Pine Avenues and the gateway relationships at El Prado Park and Laura Ward Park. The Design Team will work with the community and key stakeholders to outline a vision to enhance the look, feel, and functionality of this unique pedestrian street; a jewel of the Town's fabric. We understand that the Town has an approximate budget of $4.5 million to construct this vision.

The key program items will include the following amenities:

- Streetscape Improvements including but not limited to:
  - Pedestrian Sidewalks (*Multi-purpose path, bike lanes, etc.*)
  - Crosswalk Enhancements
  - Landscaping & Irrigation
  - Turtle-Friendly Pedestrian Scale Lighting
  - Site Furniture
- Stormwater Management

Our Approach to this project includes preliminary research, investigation and coordination to determine existing conditions and provide information for development of a clear and successful program for the Corridor. Using a design-based approach, our team will look at the critical components of functionality, circulation and accessibility (ADA compliance) as these elements are integral to the success of these types of projects. Based on our teams combined experience of implementing substantial streetscape and oceanfront projects, we will be able to anticipate and resolve any conflicts early in the design process. Understanding the Town's procedures, along with the Team's combined experience will ensure a smooth and efficient implementation of the Streetscape enhancements.

1512 E. BROWARD BOULEVARD, SUITE 110, FORT LAUDERDALE, FLORIDA 33301 USA TEL: 954.524.3330 www.edsaplan.com

SCOPE OF SERVICES

During this stage of work, EDSA will develop the necessary Hardscape, Landscape, Civil, Irrigation, and Site Lighting and the principal program components to serve as a basis for the required Plan Submittals which will be developed for permit and construction documents. Following the Town's approval of the Conceptual site plan, EDSA will lead the Team throughout the balance of the design and implementation process.

STAGE 1: CONCEPTUAL DESIGN / PUBLIC OUTREACH

Conceptual Design will respond to the preliminary programmatic, budget, and code requirements as directed by the Town. To accomplish this, we will provide the following; create an overall landscape architectural site improvement plan for the project limits, addressing the issues of program, pedestrian and bicycle circulation, vehicular movement, landscape treatment, hardscape elements, and connections to the existing gateways and corridors to create a holistic solution.

Deliverables:

- Cover Sheet and Drawing Index
- Site plan assistance
- Layout Plans
- Paving Plans
- Schematic Plant massing
- Character Imagery for proposed site elements
- Lead Community Public Outreach Meetings (2). Create Exhibits to facilitate these meetings
- Conceptual Construction Budget and Schedule Update

EDSA will lead and participate in weekly GoToMeeting video meetings, as required, and also attend up to two (2) meetings with key staff in person at Town Hall. We would anticipate up to two (2) Public Outreach Meetings and attendance at one (1) Town Commission meeting during this phase of work.

STAGE 2: ADVANCED SCHEMATIC DESIGN / DESIGN DEVELOPMENT

Once the Conceptual Design refinements meet the Town's approval and a general construction budget has been finalized, we will proceed with the Schematic Design/Design Development Document phase for the various program components. This phase shall commence with a kick-off coordination meeting for the overall package with the design team members and key Town staff. The scope shall consist of further development and elaboration of the basic landscape, hardscape, fine grading, lighting, and circulation features approved under the Conceptual Design and shall include all drawings and documentation necessary to further finalize the site design, size, and character of the project. At 30% Schematic Design, we anticipate beginning conversations with the Town's Construction-Manager-At-Risk (CMAR).

Please note, these documents will not be final construction drawings, nor should they be used for construction.

We envision this phase to include:

- Development and expansion of the approved design package, including the preparation of a total project coordinated set of Design Development drawings.
- Further refine design parameters including the arrival sequence, all corridor improvement items as outlined above in Conceptual Design phase.
- Design coordination meetings with the Town, Key Staff Members, Community Members, and Architectural, Civil, Structural, MEP, and other professional consultants on the team as needed.

1512 E. BROWARD BOULEVARD, SUITE 110, FORT LAUDERDALE, FLORIDA 33301 USA TEL: 954.524.3330 www.edsaplan.com

- Prepare Design Development documents for landscape and hardscape surfaces, grading, planting, irrigation, and site lighting. Drawings are to show main design intent
- Review and comment on the construction cost estimate, which is prepared by the Construction Manager-At-Risk (CMAR) based on 50% Design Development documents.

Deliverables:
EDSA's drawing package will consist of full format (24"x36") drawings and is to be formatted to match the Town's standards/requirements.

We anticipate the Design Development package for the overall site package to be assembled as follows:

- Hardscape Layout and Dimension Plan
- Material Layout Plan
- Aesthetic Grading Plan, Civil Engineering to provide drainage plan
- Key enlargement plans and detailed sections
- Paving details (including paving material and dimension)
- Material selection list, samples and sample images
- Key point planting detail section and elevation
- General planting layout (location for tree, shrubs, grass)
- Typical plant selection / plant palette
- Planting character reference images
- Preliminary cost estimation review
- Irrigation layout and system design
- Site lighting layout and product specification (wiring diagrams and circuitry by MEP)
- Preliminary Civil Plans – Paving, Grading, Drainage, Pavement Marking & Signage, Water & Sewer
- Conduits for future underground FPL utilities

EDSA will lead and participate in weekly GoToMeeting video meetings, as required, and up to one (1) meetings in person with Key Staff at Town Hall. We would anticipate up to one (1) Public Outreach Meeting during this phase of work.

STAGE 3: CONSTRUCTION DOCUMENTS

Based upon the approved Schematic Design/Design Development Document phase and Town approval, the EDSA team will prepare full-service Construction Documents and Product Specifications for all hardscape and landscape elements within the project scope area. The Construction Documents phase shall consist of the completion of all the landscape, hardscape, irrigation, and site lighting. It shall also include all drawings and documentation necessary to fix and describe a code-compliant design for the purpose of bidding, permitting and construction, as well as the preparation of final specifications defining systems, fabrication requirements, procedures, submittal requirements, quality assurance requirements, products, and manufacturers.

Detailed coordination with the Town, Key Staff, and all other Project Team Consultants and Specialty Consultants shall be continued during this phase. As part of this coordination, an internal review shall be performed relative to all disciplines affecting this scope of work to ensure quality control and minimize conflicts.

These drawings and specifications will fully describe all project component relationships and construction methodology. They will indicate material selections, finishes, furniture, hardware, and product specification, as well as to provide full detailing needed to construct the Project. EDSA will participate in team meetings during this phase of work. Construction Documents will consist of the following:

- Layout Plans – All pedestrian hardscape configurations including pathways, crosswalks, and ADA ramps.
- Hardscape Plans – Illustrating all paved pedestrian and vehicular area surfaces including materials, pavement patterns, colors, textures and product selection.
- Planting Plans – Illustrating all trees, palms, shrubs, ground covers, grasses and aquatic plant material indicating size, quality, quantity, colors where applicable, planting techniques and their location in each area.
- Irrigation Plans – EDSA will provide working drawings and written specifications.
- Site Lighting- layout and product specification.
- Landscape Construction Details.
- Landscape Technical Specifications
- Civil Plans – Paving, Grading, Drainage, Pavement Marking & Signage, Water & Sewer, and Conduit for Future FPL

Deliverables:

- Tree Protection and Disposition Plans and Details
- Hardscape and layout, plans and enlargement sheets
- Layout detail sheets (to include site furniture details, schedules and specifications)
- Planting notes, plans, and enlargements
- Planting detail sheets (to include plant schedule and specifications)
- Irrigation plans and detail sheets
- Civil Plans and detail sheets
- Site lighting fixture, layout, and details (Including pole selections, design, and foundations).
- Final Landscape Technical Specifications within the drawings

EDSA shall not be responsible for construction means, methods, techniques, sequences, or procedures, for safety precautions and programs relating to the work, or for the acts or omissions of the Contractor. EDSA's scope of services excludes all aspects of Architecture, Structural, Aquatic Engineering, and wayfinding signage.

Format:

- All Construction Documents will be delivered in Arch D paper size (24"x36")
- Construction Documents will be submitted to the Town at 60% and 90% for review, with a 30% internal review
- Digital copy (include all applicable AutoCAD documents)

EDSA will lead and participate in weekly GoToMeeting video meetings, as required, and up to one (1) meeting with Key Staff in person at Town Hall. Attendance at one (1) Town Commission meeting during this phase of work, if needed.

The drawings described above will be produced in a sequenced manner in order to best enable other consultants to complete their respective design documents and drive construction in the most effective way.

PERMITTING

Construction for certain aspects of the project will require permitting from a variety of departments and agencies within the State of Florida and Town of Lauderdale-By-The-Sea. It will be essential to understand and define the requirements in the early stages of design to allow EDSA to develop our plans and details to the best of our understanding of the required parameters.

The EDSA team will format the appropriate Construction Documents and site plan information created in the previous phases to develop the following submittals and will participate in meetings, as related to the site work for this project:

- Town Building Permit Approvals
- FDEP / FFW Approvals
- CCCL Permit Approvals
- Broward County Surface Water Management Approval (and SFWMD ERP)
- Broward County Traffic
- SFWMD Dewatering

EDSA will prepare for and participate in meetings for permitting, as requested by the Town. Should the Town elect to undertake an alternative permit strategy that would require additional drawings beyond the plans as submitted as part of the Construction Documents, EDSA reserves the right to request additional services.

SCHEDULE

EDSA will work with the Town to meet the schedule below. For the purposes of this proposal, we understand:

- Design to be completed by December 2020
- Permitting and bidding to occur in Q4 2020 and Q1 2021
- Project ground-breaking in Spring 2021 and;
- Construction Completion is anticipated December 2021 – Q1 2022

MEETINGS

To support the design and planning efforts outlined above, The EDSA team will prepare for and attend meetings with the Town and design team along with state and local approval agencies. In addition, we will participate in weekly project meetings during the design phase as noted specifically for each phase above.

CONSTRUCTION ADMINISTRATION

During the 100% Construction Document phase, the Town will determine the level of representation by the EDSA team during construction. At that time, the Town will negotiate fees for that desired level of representation during the construction phase with the EDSA team. Typical services for this phase include the following:

The EDSA team will assist the Town's team in attending pre-construction meeting. The Construction phase will commence with an official groundbreaking notice from the Town. The EDSA team shall be available for project review, as it directly relates to the Construction Documents described above. These services shall be oriented toward reviewing the progress of site construction, specifically design and aesthetics of the site work, and preparing written documents advising the Town of the items which appear to need correction.

The EDSA team shall assist the Town and contractor in the interpretation of the requirements of the Construction Documents and shall render interpretations necessary for the proper execution of the work with reasonable promptness. The EDSA team shall also review and take appropriate action upon the contractor's submittals, such as shop drawings, product data, and samples, but only for conformance with the design concept and with the information given in the Construction Documents.

During this stage of work, the EDSA team shall visit the site and attend onsite construction meetings at key intervals to be identified once the Town has obtained a CMAR. The EDSA team will report to the CMAR and Town as to the status of the implementation of our Scope of Work and outline field sketches, as needed, to ensure the design intent is met.

1512 E. BROWARD BOULEVARD, SUITE 110, FORT LAUDERDALE, FLORIDA 33301 USA TEL: 954.524.3330 www.edsaplan.com

DRONE SERVICES

With the use of high definition drones, EDSA will have the ability to document the progress and construction of the El Mar Drive project from Groundbreaking to Ribbon Cutting. We envision 10 flights during the Construction Phase of the project. The flight path will be flown in the same route every visit to capture the true essence of progress over time. After filming, EDSA will edit the best footage and provide to the Town in in .MP4 format for use in marketing and public outreach formats. EDSA will also provide a series of high-resolution imagery and photographs captured from the site visit, in .JPG format.

ADDITIONAL SERVICES

Additional Services shall be considered services that are requested which are outside the scope and schedule of the above agreement. These services will be billed on an hourly rate with an agreed upset. All additional services must be approved in writing by ownership prior to commencement. Additional services may include, but not be limited to:

- Additional project work beyond the schedule outlined above.
- Additional Meetings and/or presentations beyond the quantity outlined in a specific task or design stage.
- A project pauses for over a period of 90 days directly due to Ownership;
- Please note that time during the Project to correct, clarify, or redesign due to error or omissions of EDSA shall be performed at no additional fee.

OWNER RESPONSIBILITIES

Prior to proceeding with Project Planning and Design, the Owner shall furnish base data or information to include, but not be limited to, the following:

- All Available Engineering Plans, Reports or Studies.
- Hydrogeological Testing, Analysis and Recommendations; if available.
- Environmental Studies, Reports, Mapping, and Recommendations.
- Local Government Design Standards or Requirements.
- Local Permitting Requirements.
- Special Design Standards or requirements of the Owner.

COMPENSATION

The EDSA Team requests the following compensation for the Scope of Service described above:

Conceptual Design / Public Outreach	Lump Sum (NTE)	$67,280.00
Advanced Schematic / Design Development	Lump Sum (NTE)	$122,289.00
Construction Documents	Lump Sum (NTE)	$126,723.00
Permitting Support	Lump Sum (NTE)	$44,435.00
Reimbursable Expenses	Lump Sum (NTE)	$10,000.00
Additional Meetings (Not Outlined in Scope)	Hourly (NTE)	$15,000.00

Site Survey (Incl. Utility Locates)	Lump sum (NTE)	$69,929.00

1. EDSA will invoice on a monthly based on a percentage of completion.
2. EDSA fees outlined above are exclusive of reimbursable expenses which include travel, lodging, and printing costs for the required deliverables as outlined in the attached General Terms and Conditions (Appendix 'A'). EDSA will waive the 10% administrative fee on reimbursables.
3. Receipt of a signed copy of this proposal and General Terms and Conditions, together with the initial deposit will serve as our authorization to proceed.
4. This proposal is valid for ninety (90) days from date of issuance.

Thank you again, for the opportunity to be a part of your Team for this exciting project. Please feel free to contact me should you have any questions.

Sincerely,

Jeffery R. Suiter PLA, ASLA
Principal

Cc: Robert Dugan EDSA, Maritza Figueroa EDSA, Jill Martinez EDSA, Joaquin Vendrell EDSA, Flavia Gondim EDSA

APPROVED and ACCEPTED on this _____ day of _____ 2020.

By: _____

Name: _____

Attachments:
Appendix 'A' - General Terms and Conditions;
Appendix 'B' - EDSA Rate Schedule;
Appendix 'C' - Client Billing Contact info;
Appendix 'D' - Sub-Consultant Scope of Work

edsa

GENERAL TERMS AND CONDITIONS

A. Introduction:
These General Terms and Conditions are part of the attached Agreement and are hereby incorporated by reference. If EDSA does not receive a response to the Agreement within ninety (90) days, fees and conditions for design services may be subject to change. Your acceptance of this Agreement constitutes your acceptance of the foregoing General Terms and Conditions.

B. Standard of Care:
The standard of care for all professional services performed or furnished by EDSA under this Agreement will be of the skill and care used by landscape architects practicing under similar circumstances, at the same time, and in the same locality.

~~C. Requirements of Client Furnished Information:~~
~~Client shall provide EDSA with a development program and site information regarding the requirements and objectives for the Project. Additionally, EDSA shall rely upon the accuracy and completeness of any information, reports, and/or site surveys/base information supplied by Client or others authorized by Client.~~

~~The Client warrants that it is the copyright owner or has permission from the copyright owner to use and/or transmit the design documents or any other information ("Design Documents") to Consultant for its use on the Project.~~

~~Client hereby releases the Consultant and any of Consultant's sub-consultant(s) from all claims and causes of action arising from Consultant's use of the Design Documents. Client, to the extent permitted by law, further agrees to indemnify and hold harmless Consultant and any of its sub-consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Consultant's use of the Design Documents.~~

D. Responsibilities During Construction Phase:
If EDSA's services under this Agreement do not include construction administration related services for the Project, then Client assumes all responsibility for the application and interpretation of EDSA's drawings, specifications, and other instruments of service; the observation and evaluation of Contractor's work and the performance of any other necessary construction phase landscape architectural or professional services; and Client waives any claims against EDSA that may be connected in any way thereto.

E. Out-of-Pocket Expenditures:
Unless otherwise stated in the attached Agreement, Client shall pay all out-of-pocket expenses, not to exceed $10,000 (Lump Sum), in addition to professional fees. Out-of-pocket expenses are defined as actual expenditures made by EDSA, their employees, and/or sub-consultants in the interest of the Project and include, but are not limited, to the following expenses:

1. Air travel, including departure taxes and related airline/agency fees ((Business Class on flights of three (3) hours or greater);
2. Hotel accommodations;
3. Meals;
4. Ground transportation (i.e., rental cars and taxis);
5. Parking

Client Initials _____

6. Postage, telephone, express mail, and courier services;
7. Photocopying, reproductions, and printing costs;
8. Photographic supplies and processing;
9. Study model materials;
10. Client authorized consultants engaged to create/complete special renderings, models, and photography.

F. Ownership of Documents:
All documents prepared or furnished by EDSA pursuant to this Agreement are instruments of EDSA's professional service. Upon payment in full for services rendered, EDSA shall grant joint ownership of such documents. Reuse, reproduction, or modification of such documents by Client without EDSA's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold EDSA harmless from all claims, damages, and expenses including attorney's fees arising from such reuse by Client or others acting through Client.

G. Use of Electronic Media:
Copies of documents that may be relied upon by Client are limited to printed copies (also known as hard copies) that are signed or sealed by EDSA. Electronic files in text, data, graphic, or other formats furnished by EDSA to Client are for convenience only. Any conclusion or information obtained or derived from such electronic files will be at the sole risk of Client. When transferring documents in electronic media format, EDSA makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those in use by EDSA at the onset of the Project.

H. Additional Services Outside Agreed Upon Scope:
Services requested by Client or Client's Representative that are in addition to the Scope of Work listed in the Agreement will be considered Additional Services and reviewed, at that time for additional fees. Additional services shall be provided if authorized by the Owner. These additional services may include, but are not limited to:

1. Services related to revisions and/or additions to drawings, specifications, or other documents outlined, when such revisions are inconsistent with instructions previously given or are a result of program modifications, change to previous direction, or governmental reviews;
2. Scope of work changes in project size, scope, area, complexity, and budget;
3. Documentation, assistance, and coordination of on-site visits or representation beyond what is outlined;
4. Team changes in General Contractor, Client Representative, Consultants and/or Joint Venture;
5. Schedule changes related to meetings, duration, and phasing;
6. Significant time spent to review Contractor substitutions;
7. Time spent addressing program/design changes or field revisions by the Owner or Operator caused by construction issues of other disciplines;
8. Budgeting or value engineering requiring changes or modifications to complete and approve drawings;
9. Separation of the project construction into phases or other development strategies requiring repackaging of construction documents;
10. Extensions of construction time;
11. Preparation of professional plans, drawings, documents and/or renderings beyond what is detailed in the scope of deliverables;
12. Cost estimating, other than listed;
13. Documentation specific to LEED certification

I. Compensation/Invoicing:

Client Initials _____

All fees and reimbursable expenses will be invoiced monthly and shall be payable in net U.S. Dollars by wire transfer or by check drawn upon a U.S. Bank, unless otherwise stated in this Agreement. The Client understands and acknowledges that these fees are net of any non-U.S. taxes and/or tariffs. If a retainer is received by EDSA, it will be applied to the final payment due unless otherwise stated in this Agreement. In the event Client should use a foreign bank as its payment bank, Client shall wire the funds in U.S. Dollars, net of any transaction fees, to EDSA's local bank using the following information:

BANK:	SunTrust Bank 515 East Las Olas Boulevard Fort Lauderdale, FL 33301
ABA NUMBER:	061000104
SWIFT NUMBER:	SNTRUS3A
CREDIT:	EDSA, Inc.
ACCOUNT NUMBER:	1000114180770

Please indicate Project name and/or number to be credited.

All invoices are payable upon receipt. In the event payment is not received within thirty (30) days of invoice date, the past due balance may be assessed an interest penalty of one and one-half percent (1 ½%) per month.

J. Termination Rights:

In the event EDSA does not receive payment within sixty (60) days, EDSA may stop work on the Project until payment is received. Such stoppage of work by EDSA will not be deemed as a default under the terms of this Agreement. Under this scenario, an additional fee may be required to restart work due to non-payment.

Client may terminate this Agreement for cause, with seven (7) days prior written notice to EDSA. EDSA may terminate this Agreement for cause with seven (7) days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or ultimately, termination, unless and until EDSA has been paid in full for services rendered, expenses incurred, and other related charges.

In the event that the Project is suspended for more than forty-five (45) days, through no fault of EDSA, EDSA shall be entitled to payment for services based on a percentage of completion for all completed work. In the event of termination, EDSA shall be compensated for all services fully and satisfactorily performed up until such termination date, together with reimbursable expenses incurred.

K. Dispute Resolution:

The Client agrees that this Agreement shall be interpreted according to the laws of the state where the contracting EDSA office is located, and agrees to reimburse EDSA for reasonable attorney's fees, court costs, and all expenses including without limitation, all such fees, costs, and expenses incidental to arbitration, appeals, and post-judgment proceedings that it may expend in enforcing this Agreement. In the event of any such dispute, Client agrees that the ultimate court venue will be located in Broward County, Florida.

L. Execution/Duration:

Signature of the attached Agreement will signify Client's acceptance of all the Terms and Conditions outlined herein. Accordingly, Client warrants that the necessary funds are available to pay EDSA for the services and expenses outlined in this Agreement and that these funds are not encumbered nor contingent upon subsequent approvals, permits, or financing commitments. This Agreement will be valid for the duration of the Project.

Client Initials _____

edsa

RATE SCHEDULE

Principal	$300 per hour
Associate Principal	$240 per hour
Vice President	$180 per hour
Senior Associate	$150 per hour
Associate	$130 per hour
Designer	$110 per hour
Intern	$55 per hour
Administrative Support	$100 per hour

Client's Initials: _____

edsa

CLIENT BILLING CONTACT INFORMATION

Date:	
Project Name:	
Billing/Accounting Contact Name:	
Company Name:	
Billing Address:	
Work Phone Number:	
Fax Number:	
E-Mail Address:	
Best Method to Bill:	E-Mail Attachment ☐ Billing Address via Mail ☐ Alternative Address: _____ _____ _____ _____
EDSA Billing Contact:	Project Accountant – Maritza Figueroa 954-524-3330 ext. 235

1512 E. BROWARD BOULEVARD, SUITE 110, FORT LAUDERDALE, FLORIDA 33301 USA TEL: 954.524.3330 www.edsaplan.com

AGREEMENT BETWEEN EDSA AND BAXTER & WOODMAN, INC. FOR PROFESSIONAL ENGINEERING SERVICES for

TOWN OF LAUDERDALE- BY- THE- SEA
"EL MAR DRIVE DESIGN SERVICES"

DATE: March 5, 2020 (revised)

PROJECT DESCRIPTION

The Town of Lauderdale-By-The-Sea (TOWN) has selected EDSA, Inc. (CONSULTANT) to perform landscape and hardscape design, planning, and civil engineering design and construction services for the re-design of 4,800 linear feet of El Mar Drive from Pine Avenue to Palm Avenue. Baxter & Woodman, Inc. (B&W) is on CONSULTANT's team to provide the civil engineering services for the project including surveying, preliminary design, detailed design, public outreach, permitting, and bidding assistance services for roadway, drainage, and sanitary sewer lateral replacement improvements within the Town-owned road rights-of-way.

B&W's Engineering Services will include the following primary tasks:

- Task 1 – Meetings and Coordination
- Task 2 – Data Collection
- Task 3 – Preliminary Design
- Task 4 – Final Design Services
- Task 5 – Permitting
- Task 6 – Public Outreach During Design Phase

SCOPE OF SERVICES

Task 1 – Meetings and Coordination

B&W shall attend the Town's kick-off meeting and three (3) design workshop meetings (at PDR completion, 50% and 100% design stages). Additional coordination meetings by conference call are also included.

Task 2 – Data Collection

Subtask 2.1 Survey

B&W shall furnish the services of a professional surveyor. Surveying shall be performed to obtain topographic features by cross-section 50' o.c., including visible, physical objects, roadway pavement, driveways, sidewalks, curb, trees, landscaping, signs, lift stations, fences, power poles, buildings with finished floor elevations, drainage and sanitary structure rims and inverts, hydrants, meters, top of valve operating nut, cleanouts, and other encumbrances along El Mar Drive right-of-way and 5 to 10 feet beyond, as needed to determine grading for tie-in. Right-of-way, lot/tract lines and addresses shall be obtained. Survey information shall include locating existing vertical and horizontal control (GPS localization), baseline stationing (established from south to north and west to east), and items identified above.

A quality control check shall be performed by performing horizontal and vertical spot checks of various features throughout the Project limits. The control shall be referenced from the National Geodetic Survey (NGS) North American Datum of 1983 and the 1990 adjustment for horizontal control (NAD 83/90) and the North American Vertical Datum of 1988 (NAVD 88) for vertical control. Reference benchmarks shall be provided at maximum 600-foot intervals. Elevations are to be referenced to an existing established Broward County Benchmark.

The topographical survey data shall be compiled in AutoCAD (Version 2018) format at a scale of 1"=20'. The survey will be provided to the Town within 75 days from Notice To Proceed.

Subtask 2.2 Geotechnical

B&W shall coordinate with the professional geotechnical engineer who will provide subsurface investigations within the Project limits that shall include standard penetration borings and percolation testing. The collected field data shall be evaluated and presented in a geotechnical engineering report. The geotechnical report shall be produced that includes the following:

- Ten (10) 15-foot deep borings
- Six (6) percolation tests

Maintenance of traffic shall be provided by the geotechnical firm in accordance with FDOT while performing the borings in the roadway. The geotechnical engineer will be a sub-consultant to EDSA.

Subtask 2.2 Field Verification (soft digs)

B&W shall coordinate with the professional underground services company who will provide underground field locations of affected existing utilities. The services shall consist of measuring and recording the approximate horizontal, vertical, width and depth data of affected utilities within the Project limits. It is estimated that up to approximately fifty (50) utility locations will need to be pot-holed. Ground penetrating radar methodology will not be utilized. The underground locate company will be a sub-consultant to EDSA.

<u>Task 3 – Preliminary Design</u>

Subtask 3.1 – Field Investigation

B&W will conduct field reviews of the project area following a rainfall event in order to observe roadway ponding or flooding; to observe the pavement and sidewalk condition; and to conduct a survey field check of the general project conditions pertinent to the design.

Subtask 3.2 –Data Collection & Review

B&W shall review all available information pertaining to the project as available from the Town or permitting agencies. This information includes:

- Previous studies and reports
- Previous permits
- Record drawings of the roadway and surrounding developments

- LiDAR elevation datasets
- GIS spatial datasets for stormwater infrastructure, roads, land use, soils, buildings, etc.
- Town-staff's information from observations in the field or resident complaints
- Video and reports of televised sanitary pipes

Subtask 3.3 – Drainage Basin Delineation / Drainage Model Input

B&W is currently updating the Town's 2010 Stormwater Master Plan and will use information obtained to-date. The analysis for El Mar Road will be more detailed than the analysis performed in the Master Plan by analyzing each individual catchment area. Basins will be delineated and subdivided into catchment areas based on previous reports, permits, stormwater piping and topography. The delineation will be designed to estimate the contributing areas to the critical portions of the Stormwater infrastructure to properly model the capacities of the systems. Inflow from surrounding developments is particularly important to the drainage evaluation.

ICPR4 will be used for hydrologic and hydraulic modeling to assess the existing conditions and alternative scenarios.

- Hydrologic Model Input
  Primary basin and subbasin hydrologic information will be entered including areas, times of concentration, curve numbers, rainfall and imperviousness. Times of concentration will be calculated based on travel lengths and roughness coefficients. Curve numbers will be calculated based soils and land use.
- Hydraulic Model Input
  Model links and nodes will be added to the model to define stormwater network. Links will consist primarily of pipes and will also include broad crested weirs to represent sheetflow between basins and subbasins. Pipe data will include sizes, lengths and roughness coefficients based on available information and survey data. LiDAR data will be used to create stage-area curves for each storage node in the system using GIS algorithms.

Subtask 3.4 – Evaluation of Stormwater Alternatives

The stormwater model will be revised to simulate drainage alternatives. Alternatives may include:

- Addition of new outfalls.
- Addition of exfiltration trenches.
- Incorporation of bio-swales.
- Addition of drainage/injection wells.
- Combination of above.

Sea Level Rise (SLR) and king tide will be considered. Various sources will be reviewed including the Southeast Florida Regional Climate Change Compact (SEFRCCC), the National Oceanic and Atmospheric Administration (NOAA) and the U.S. Army Corps of Engineers (USACE). Recorded stage data will be researched from nearby NOAA and SFWMD monitoring stations to assess king tide events.

The results will be evaluated to determine the benefits and impacts that each alternative presents. Considerations include pre-vs-post discharge rates and peak stages. The existing overall peak discharge rate to adjacent areas/systems cannot be exceeded.

The model will then be used to size the roadway drainage infrastructure based on the selected alternative. The collection and conveyance system will be sized to meet the Town's roadway Level of Service (LOS) design storm event.

Subtask 3.5 – Roadway Typical Section Development

Conceptual roadway cross-section layouts showing lanes, curbs, swales, sidewalks, etc. will be coordinated with EDSA and drafted for up to three (3) alternatives and in conjunction with EDSA's landscape and hardscape improvements. B&W will provide up to three (3) roadway cross-sections in AutoCAD for the team to utilize in renderings to be displayed at Public Outreach meetings.

Subtask 3.6 – Sanitary Sewer Evaluation

The condition of existing sanitary mains and laterals will be assessed based on previous televised video and reports provided by the Town. Any replacement or repairs will be identified in the preliminary design report. It is assumed that sanitary laterals will need to be replaced in the areas of open trench. Otherwise, laterals may be identified to be lined. Both options will be quantified in the bid documents.

Subtask 3.7 – Preliminary Design/Feasibility Report (PDR)

Stormwater: A description of the data and procedures taken to develop, test and run the model will be documented. Each alternative will be described with figures illustrating the associated proposed improvements. The results will be presented in tables, figures and charts demonstrating the benefits and impacts of the alternatives. A final recommendation will be made and the related improvements such as piping, exfiltration and bio-swales will be described and illustrated.

Roadway: The pavement condition and base will be discussed in conjunction with the recommended drainage improvements along with any of the Town's planned water and sanitary improvements Full roadway reconstruction versus mill and overlay improvements will be recommended based on 1) the pavement condition, 2) the level of impacts on the pavement by the planned utility and drainage improvements and 3) the necessity and extent of modification of the roadway cross-section.

Engineer's Opinion of Probable Construction Cost: An engineer's opinion of probable construction cost (preliminary) will be prepared to correspond to the design level which will be considered as 30 percent design at this stage of the project.

B&W shall submit a Draft PDR (one hard copy and .pdf format) to the Town for review and comment. A meeting will be scheduled with the Town staff to receive comments. The Final PDR will be prepared addressing the comments received, a three (3) hard copies and the report in .pdf format will be submitted to the Town.

Subtask 3.8 Quality Assurance

B&W shall provide internal QA/QC reviews on the Draft and Final Preliminary Design Reports.

Task 4 – Final Design Services

Subtask 4.1 Utility Coordination

Coordination with utility agencies (electric, telephone, gas, cable TV, and fiber optics, etc.) shall be performed to collect record information. This Subtask includes reconciling apparent discrepancies between record information and existing photographic and field-verification information.

B&W will assist EDSA in the coordination with FPL regarding the installation of conduits along the roadway alignment for future FPL undergrounding. Determination of conduit sizing is not included herein.

Subtask 4.2 Design Drawings

Design disciplines will include roadway; drainage, sanitary, sedimentation and erosion protection plans, traffic signage and pavement markings. Landscape, irrigation, hardscape, beach portal design concepts, street and pathway lighting and decorative signage designs shall be by EDSA. B&W's preparation of construction documents shall include contract drawings and details and shall include: cover sheet, general notes, plan/profile drawings, and miscellaneous detail sheets. The drawing scale shall be 1-inch equals 20 feet for plan and 1-inch equals 2 feet for profile. B&W will prepare the engineering design elements on topographic survey information in an AutoCAD release 2018 format. Drawings shall be submitted for TOWN review at 60 percent, 90 percent and 100 percent stages. B&W will meet with the CONSULTANT and TOWN to discuss comments, and incorporate comments into final documents. B&W will furnish two (2) hard copies of plans (and in PDF format) of the 60%, 90% and 100% design drawings, one (1) set of AutoCAD Version 2018 files in electronic format upon project completion.

Subtask 4.3 Technical Specifications

Technical specifications are to be prepared by B&W for bidding purposes for the proposed improvements. The Front-End Contract Documents are to be prepared by the TOWN and provided to the Team. Specifications will be submitted for review at 60 percent, 90 percent and 100 percent stages.

Subtask 4.4 Construction Cost Opinion

An opinion of probable construction cost will be prepared for the 30 percent, 50 percent and 100 percent drawings submittal. The cost estimate format will be consistent with the bid proposal tabulation sheet for the project.

Subtask 4.5 Quality Assurance

B&W will provide internal QA/QC reviews on the 60 percent, 90 percent and 100 percent Design Documents (e.g. drawings, specifications, and cost estimates).

<u>Task 5 – Permitting</u>

Subtask 5.1 Stormwater License (Broward County)

During the Design Phase the B&W will meet with Broward County to verify potential design permitting requirements. An application for a Stormwater License will be prepared along with supporting information and submitted. The submittal will include signed and sealed drawings and calculation to demonstrate that the project will meet the County's regulatory requirements.

Subtask 5.2 Environmental Resource Permit (SFWMD/Broward County)

During the Design Phase the B&W will meet with Broward County (at same meeting as Subtask 5.1) which has been designated by South Florida Water Management District (SFWMD) to review and enforce SFWMD requirements. An application for an Environmental Resource Permit will be prepared along with supporting information and submitted. The submittal will include signed and sealed drawings and calculation to demonstrate that the project will meet SFWMD's regulatory requirements in regard to water quality and water quantity.

Subtask 5.3 Dewatering Permit (SFWMD)

B&W will prepare and submit a "Water Use Permit Application" for short-term dewatering to SFWMD. A dewatering plan will be prepared. SFWMD will be concerned regarding saltwater intrusion to the groundwater and potential existing contaminated groundwater sites.

Subtask 5.4 Traffic Department (Broward County)

B&W will prepare a submittal to the County Traffic Department for review and approval of the proposed traffic signing and pavement marking. B&W will respond to comments and revise plans as needed to obtain approval.

Task 6 – Public Outreach during Design Phase

Subtask 6.1 Public Outreach Coordination / Meetings during Design Phase

B&W shall coordinate with EDSA for public stakeholder outreach meetings at Town Hall or other Town-selected locations. This shall include up to four (4) meetings.

Subtask 6.2 Prepare Presentation Material for Public Outreach Meetings during Design Phase

B&W shall prepare signs, brochures and presentation material for each public outreach meeting during the design phase. The Town shall be responsible for notification to the public. The Town shall provide a listing of all impacted property owners and tenants and provide a mailing list or email/telephone contact listing of all such entities for use by EDSA/B&W. The Team shall update the contact list as needed throughout the duration of the project.

Subtask 6.3 Project Website during Design Phase

B&W shall design, maintain and host a website for use throughout the project that will be linked to the Town's website used to educate the public about the project, its purpose, how to get involved, and to provide feedback on roadway cross-section alternatives and other design (i.e. drainage, landscaping, lighting etc.) aspects of the project. Update website content every month and before and after each public meeting to correspond with project milestones. Project website pages can include the following components: About the Project, Get Involved, Provide Input, FAQ, and Resources.

- Assumptions:
  - Domain name will be purchased for a 1-year period (i.e. during design phase) with the option to extend (i.e. during the construction phase)
  - B&W will host and maintain a website with option to renew

- No on-line meeting capabilities will be included

Subtask 6.4 Social Media during Design Phase

B&W shall coordinate with EDSA and the Town to develop social media content for the Town to use on existing Facebook and Twitter outlets during the design duration of the project. Developed content to coincide with event notices and provide in a schedule for the Town to post at appropriate dates prior to the event.

ASSUMPTIONS

Work described herein is based upon the assumptions listed below. If conditions differ from those assumed in a manner that will affect schedule of Scope of Work, B&W shall advise the Town in writing of the magnitude of the required adjustments. Changes in completion schedule or compensation to B&W will be negotiated with Town.

1. Town will provide B&W record drawings of all available existing facilities and proposed facilities, which shall serve as the basis of design in this project. The information will be provided to B&W within 5 calendar days of NTP.

2. Town will provide B&W with existing video and reports of existing sanitary facilities. The information will be provided to B&W within 5 calendar days of NTP.

3. It is assumed that the City of Fort Lauderdale and the City of Pompano Beach personnel will assist in field verification of affected existing water and sewer facilities. This includes marking in field (in a timely manner) existing water mains, sanitary sewers & laterals, force mains, etc., in the field for the Surveyor. If necessary, the Town will assist in requesting this service.

3. B&W can assume that all existing and proposed infrastructure improvements are within Town of Lauderdale-by-the-Sea rights-of-way.

4. The survey is not an ALTA Plat of Survey. No title work is included.

5. Services to coordinate with the CMAR are not included and assumed to be by EDSA.

6. Services during construction, including inspection and public outreach during construction are not included herein.

7. Town is responsible for all permitting fees, including costs of public notification in local newspapers.

8. Sanitary sewer replacement, if needed, will not be upsized and will be replaced in the same location as existing.

9. The Contract Documents will be prepared as a single contract. No pre-purchase of materials and/or equipment is presumed.

10. No traffic signalization design is included in this project. Pedestrian crossings if approved by BCTE, may include flashing indicators in pavements or on signs.

11. Street lighting design is not included in B&W's scope of work.

12. Town will be responsible for preparation of any descriptions, sketches and acquisition of easements (including temporary construction easements) that may be required. B&W will identify the location and dimensions of any easements or temporary construction easements required for use of the Town to prepare the easement descriptions and deeds.

13. The design is to be based on the federal, state and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to those regulations is considered an Additional Services Item not currently included in this Scope of Work.

14. B&W assumes that there are no contaminated soils or groundwater in the project area.

15. Assisting the Town in the settlement of construction claims is considered Additional Services.

ADDITIONAL SERVICES

B&W shall provide additional engineering services relating to the provision of surveying, geotechnical, roadway, sanitary sewer, and drainage improvements to the project area that are not covered under this Service Authorization. These additional services may be required due to uncertainties discovered during survey, soils, investigations, field verification of existing facilities and conditions, and potential property or easement acquisitions.

Services performed under this task will be on as-directed basis in accordance with a written Notice-to-Proceed from EDSA. The Notice-to-Proceed issued shall contain the following information and requirements:

- A detailed description of the work to be undertaken.
- A budget establishing the amount of the fee to be paid in accordance with the Agreement.
- A time established for completion of the work.

TIME OF PERFORMANCE

The completion dates for this work will be as follows (starting at written notice-to-proceed).

Engineering Services	Time per Phase	Cumulative Time
Task 1 – Meetings and Coordination	On-going	On-going
Task 2 – Data Collection	75 days	75 days
Task 3 – Preliminary Design	45 days	120 days
Task 4 – Final Design Services	140 days	260 days
Task 5 – Permitting	45 days	280 days
Task 6 – Public Outreach during Design Phase	On-going	280 days

(1)*Geotechnical and Field Verification will be completed during the Data Collection Task.*

(2)*Permitting will overlap with 100% design time frame.*

* The schedule is based upon conducting a review meeting within 7 calendar days after the Town receives the design submittal. All review comments shall be provided to EDSA within 7 calendar days after the Town receives the submittal. An adjustment to the overall schedule will be required in case the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

VI. COMPENSATION

The compensation for services provided shall be billed on an hourly basis plus reimbursable expenses for each phase of work in accordance with Article VII, Method II, up to the following not to exceed cost for each phase. Refer to the following page for the budget summary.

Town of Lauderdale-by-the-Sea

El Mar Drive Design and Construction Services

Baxter & Woodman, Inc. - Engineering Surveying, Design, Permitting, Bidding Services Fee Proposal (3/5/20)

		Labor Classification and Hourly Rates										
Task No.	Task Description	Principal Engineer $175.78	Senior Project Engineer IV $165.44	Engineer III $118.91	CAD Tech III $118.91	Eng. Tech III / IV (Const. Mgr.) $129.25	Eng. Tech I / II Const. Inspecto $103.40	Sr. Prof. Surveyor $150.00	Survey Crew (2 party) $130.00	Clerical $72.38	Total Labor	Sub-Consultant Services
1	**Meetings and Coordination**	60	16	15							$14,977	
	Subtotal Task 1	**60**	**16**	**15**							**$14,977.49**	
2	**Data Collection**											
2.1	Surveying (Verify and Supplement)				90			40	160		$37,502	
2.2	Geotechnical (sub included by EDSA)			4							$476	
2.4	Field Verification (soft-digs) (sub fee included by EDSA)			4	4						$951	
	Subtotal Task 2			**8**	**94**			**40**	**160**		**$38,929**	
3	**Preliminary Design Phase (30%)**											
3.1	Field Investigation		4	8	8						$2,564	
3.2	Data Collection and Review		4	4							$1,137	
3.3	Basin Delineation/Model Input		22	32							$7,445	
3.4	Stormwater Design Evaulation		46	40							$12,367	
3.5	Roadway Typical Section		8	8	10						$3,464	
3.6	Sanitary Sewer Evaluation			4	4	8					$1,985	
3.7	Preliminary Design Report (Draft & Final)	6	20	20	6					12	$8,324	
3.8	Quality Assurance	4									$703	
	Subtotal Task 3	**10**	**104**	**116**	**28**	**8**				**12**	**$37,989**	
4	**Final Design Services**											
4.1	Utility Coordination		2	12	6						$2,471	
4.2.1	60% Design Drawings		60	40	50					16	$21,786	
4.2.2	90% Design Drawings		45	24	30						$13,866	
4.2.3	100% Design (Bid) Drawings		6	12	10						$3,609	
4.3.1	60% Technical Specifications		8	12						14	$3,764	
4.3.2	90% Technical Specifications		4	6							$1,375	
4.3.3	100% Technical Specifications	2	4	6							$1,727	
4.4.1	60% Construction Cost Opinion	2	8	22	12						$5,718	
4.4.2	90% Construction Cost Opinion	1	4	12							$2,264	
4.4.3	100% Construction Cost Opinion	1	4	6							$1,551	
4.5	Quality Assurance	6	4			6					$2,492	
	Subtotal Task 4	**12**	**149**	**152**	**108**	**6**				**30**	**$60,623**	
5	**Permitting**											
5.1	Broward County Stormwater License		12	6							$2,699	
5.2	SFWMD / Broward County Environmental Resource Permit		24	8							$4,922	
5.3	SFWMD Water Use Permit (dewatering)		16	6							$3,361	
5.4	Broward County Traffic Signing & Marking Approval	4		8							$1,654	
	Subtotal Task 5	**4**	**52**	**28**							**$12,635**	
6	**Public Outreach during Design Phase**											
6.1	Public Outreach Coordination / Meetings during Design Phase	20		15	15					10	$7,807	
6.2	Prepare Presentation Material for Public Outreach Meetings During Design Phase	4	8	20	16					4	$6,597	
	Prepare Contact List for Public Outreach Meetings - by Town											
6.3	Project Website during Design Phase	2	8	12						16	$4,260	
6.4	Social Media During Design Phase	2	4	16						10	$3,640	
	Subtotal Task 6	**28**	**20**	**63**	**31**					**40**	**$22,303**	
	Labor Subtotal Hours	114	341	382	261	14		40	160	82		
	Labor Subtotal Costs	$20,039	$56,415	$45,424	$31,036	$1,810		$6,000	$20,800	$5,935	$187,458	
	Labor Total Costs	**$187,459**										
	Reimbursable Expenses(printing, postage, signs, website, mileage)	**$5,000**										
	Project Total	**$192,459**										

Re: #20_El Mar Dr. **03.04.20**

To: Mr Alex Fenech
Company: ***EDSA***
Address: 1512 E. Broward Blvd, Suite 110
Fort Lauderdale, FL 33301
Project: ***El Mar Dr.***
Date: March 4th, 2020

WWW.CREDO-ENGINEERS.COM
954-763-2246
Appendix 'D'
CREDO®
CONSULTING ENGINEERS,LLC
DESIGN with CONFIDENCE
Mechanical - Plumbing - Electrical - Fire Sprinkler Systems

Dear Mr. Fenech

Thank you very much for the opportunity to provide the Engineering Services for this project. We will design the engineering systems as required for construction permit, code compliance and client satisfaction.

SCOPE OF WORK:

Project: **El Mar Drive Design**
Project Address: El Mar Drive, Lauderdale by the Sea
Project Area / Description: Advanced Schematic Design / Design Development

- Construction Documents - Permitting (*FDEP, Town*) - Construction Administration

GENERAL INFORMATION ABOUT THE TOWN'S PROJECT

- The Town of Lauderdale-By-The-Sea is a seaside community with a permanent population of about 6,500 that increases to about 12,000 during the winter season.
- The TOWN is proposing the following improvements on El Mar Drive from Palm Ave to Pine Ave, including the sections of Palm Ave & Pine Ave from A1A to El Mar Drive: storm sewer, lighting, sidewalks, and pavement.

ELECTRICAL ENGINEERING

- ✓ Initial Site visit to verify and document existing electrical service availability;
- ✓ New electrical service / metering as required
- ✓ Coordination with FPL as required;
- ✓ Power distribution; Electrical and lighting plan layout;
- ✓ Lighting power density as per FBC 2017, and switching controls (Energy compliance);
- ✓ Voltage Drop Calculations and Short Circuit Calculations as required;
- ✓ Electrical Panel Schedules, load calculations;
- ✓ Electrical Riser Diagrams, Electrical Notes and Details

BREAKDOWN FEE FOR ENGINEERING SERVICES

Electrical Engineering		$12,000.00
Construction Administration (as noted above)		
Total Fee for Engineering Services:	(*)	**$12,000.00**

* Fees do not include reimbursables.

PAYMENT SCHEDULE (TO BE DETERMINED)

Initial Payment with Signed Contract		**$3,000.00**
Review Set (approx. 60% CD)	(60%)	**$2,700.00**
Review Set (approx. 90% CD)	(90%)	**$3,000.00**
Construction Documents -Permit Set (signed & sealed)	(100%)	**$3,300.00**
Responses to comments; revisions		*included*
Construction Administration (not in scope)		
	TOTAL:	**$12,000.00**

DOCUMENTS & DELIVERABLES

- ✓ Permit sets (as req. by Building Department) of signed and sealed documents with specifications on plans and calculations. The consultant shall be reimbursed for all printing expenses as indicated below. Pdf-files will be sent via e-mail for distribution.
- ✓ All work can be completed in line with your schedule *(approx. 4-6 weeks)* upon receipt of all information. Services will begin upon signed Contract and initial payment.

Client's Initials:____Date: _____

Appendix 'D'

PERMITTING PHASE SERVICES

- ✓ Responses to Building Department Comment during permit process;
- ✓ Revisions to the plans related to Building Dept. comments and resubmission;
- ✓ Responses to RFI's.

CONSTRUCTION ADMINISTRATION *(NOT IN SCOPE)*

EXCLUSIONS

The following professional services are not included in this Agreement:

- Changes to documents from current scope of work;
- Changes to documents after Design Development Phase is approved;
- Construction Administration other than specified above.
- *As-builts* or *Record Drawings* if deviated from Permit documents (Additional service will be available based on our Hourly rates below); GC must provide all mark ups.
- Review of proposed engineering-related Change Order requests.
- Review of proposed Value Engineering items for comments after Permit submission.

ADDITIONAL SERVICES

Services beyond the scope of work described above shall be considered as additional services and shall be billed at the consultant's hourly rate. Additional services shall be performed only with the request and authorization of the client for these services.

REIMBURSABLE EXPENSES

The consultant shall be reimbursed for all printing, postage, parking, courier expenses pertaining to the production of these documents. Reimbursable will be submitted to the client at cost at the end of each month or as required.

- (24x36) print.....$1.50/sheet
- (30x42) print.....$2.50/sheet

Professional Liability Insurance: Where coverage is required in excess of $1M, reimbursement of excess premium costs will be considered as a reimbursable cost.

HOURLY RATES SCHEDULE

(These rates are subject to change every fiscal quarter.)

Project Engineer, Manager	$200.00
Engineer, Specialist (review / office engineering time)	$155.00
Site Survey and Field Engineering Time	$145.00
Documentation/Clerical	$ 75.00

TERMS / CONDITIONS / COMPENSATION

CREDO Consulting Engineers LLC (CCE) shall perform the services outlined in this agreement for the stated fee agreement.

LIMITATION OF LIABILITY:

Notwithstanding anything contained in this Agreement to the contrary, the total amount of all claims Owner may have against CCE under this Agreement or otherwise arising from the performance or non-performance of the services described in this Agreement under any theory of law, including, but not limited to, claims for negligence, gross negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the compensation to CCE paid under this Agreement. As Owner/Client's sole and exclusive remedy under this Agreement, any claim, demand or suit shall be directed and/or asserted only against CCE and not against any of CCE's employees, principals, officers or directors.

NO INDIVIDUAL LIABILITY:

PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035, AN INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY ENGINEER CANNOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT.

OWNERSHIP DOCUMENTS:

All documents produced by CREDO Consulting Engineers, LLC under this Agreement shall remain the property of CREDO Consulting Engineers, LLC and may not be used by the Client for any other endeavor without the written consent of CREDO Consulting Engineers.

Client's Initials:_____ Date: _____

Appendix 'D'

Termination of Services:

This Agreement may be terminated upon 5 days written Stop Work Order notice by either party via certified post to the primary addresses referenced above for the Consultant or Client. In the event of termination, the Client shall pay the CCE for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Billings / Payments:

All payments for performed services shall be made accordingly our Payment Schedule above, and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date, and CCE may apply a late charge of one and one-half percent (1.5%) per month on the outstanding balance until the delinquent balance is paid. In the event any portion of an account remains unpaid 90 days after billing, the CLIENT agrees to pay all costs of collection, including reasonable attorney fees, regardless of whether litigation is required to collect any amounts past due.

Arbitration:

Any Claims, disputes, or other matters in controversy arising out of or related to this Agreement (including the performance of the Work) shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof. If any claim involves an allegation of errors or omissions by CCE, then the arbitrator shall be a mechanical, electrical, or plumbing engineer (whose discipline shall be specific to the nature of the claims being asserted) who is licensed in the state where the claim is made.

Dispute Resolution:

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing part is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, insurance deductibles, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

To acknowledge your agreement with terms and conditions set forth in this Agreement, and to provide CREDO Consulting Engineers, LLC (CCE) with Client's authorization to proceed with work described in the Agreement, please fill out and sign the Authorization to Proceed below and return it to our office.

We will schedule the work upon receipt of the executed Authorization to Proceed. The contract prices, hourly rates, and cost for printing and similar expenses set forth in this Agreement shall be valid for forty five (45) days from the date of this proposal. If this Agreement is not accepted by Client within said period of forty five (45) days, CCE reserves the right to modify any and all of the contract prices, hourly rates and cost figures set forth herein.

Retainer Amount: **as noted above**

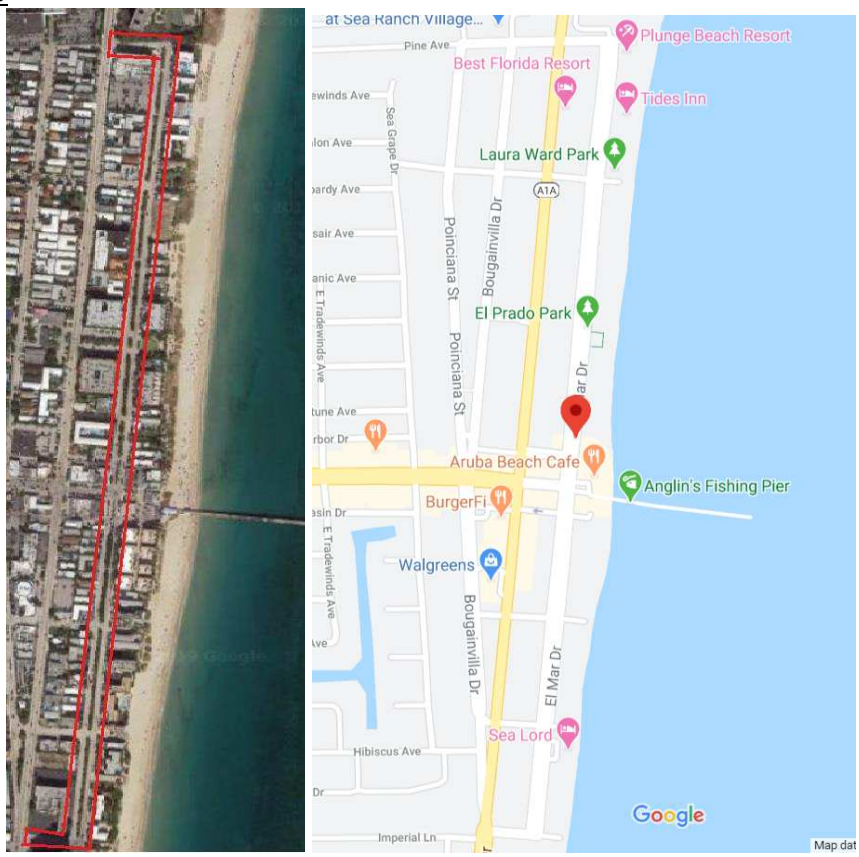
We are looking forward to working with you on this project.

CREDO Consulting Engineers, LLC	*EDSA*
Irina Goldenberg, *President*	Alex Fenech, PLA, ASLA, Associate
By_____	Accepted By_____
Date___March 4th, 2020	Date_____

800 East Broward Blvd., Suite 601, Fort Lauderdale, FL 33301 | phone number: 954-763-2246 |fax number: 954-763-2247

Appendix 'D'

El Mar Drive Aerial



El Mar Drive - PSI Irrigation Design Fee Estimate
By Michael Prevost 03-04-20

Work Phase	Scope of Work	Fee Estimate
Advanced Schematic Design / Design Development	Collect base information, document irrigation water supply locations and sizes, coordinate with existing utilities, locate irrigation controllers with electrical designers, verify landscape irrigation codes, verify City preferences for irrigation equipment. Document preliminary irrigation mainlines and sleeves, water supply and controller locations. Provide preliminary irrigation plans, legend, notes, details and specifications per the project schedule.	$3,000
Pre-Design Site Visit	Visit the site to document existing conditions. Create a Demolition and Lifeline irrigation plan to keep any existing irrigation equipment operational within the as	$1,200
Construction Documents	Advance the DD irrigation plans to CD level, update base information and adjust irrigation plans per new layouts, locate all sprinkler heads and emitters, layout turf, shrub, and tree plantings on separate zones, size all mainline, sleeves and lateral lines. Provide final irrigation system construction documents including irrigation plans, legend, notes, details and specifications per the project schedule.	$4,000
Project Close out Site Visit	Visit the site and observe the irrigation system operation to record any items that do not meet the irrigation construction documents. Provide punch list items per site observations.	$1,200
	Total Fee Estimate	**$9,400**

Appendix 'D'

Craig A. Smith & Associates

QUOTATION

Utility Locations / Vacuum Excavation
21045 Commercial Trail
Boca Raton, FL 33486

DATE 3/3/2020
Quotation # 20-EDSA-LBTS
Customer ID TBD
Project # P-3950

Customer:
EDSA
ALEX FENECH, PLA, ASLA
1512 E. BROWARD BOULEVARD, SUITE 110
FORT LAUDERDALE, FLORIDA 33301

Quotation valid until: 5/2/2020
Prepared by: SCS

CAS will perform the requested vacuum excavations and provide dig reports to design engineer for their use.

Description of Services to be Performed	Quantity	Unit Price	Unit Total
Task 1 - Project coordination with Engineer and Surveyor	1.00	$ 2,500.00	$ 2,500.00
Task 2 - Utility Locating EM or GPR(per day)	-	$ 1,200.00	
Task 3 - Vacuum Excavation/Potholing per Engineer request (soft)	15.00	$ 450.00	$ 6,750.00
Task 4 - Vacuum Excavation/Potholing per Engineer request (hard)	35.00	$ 550.00	$ 19,250.00
Task 5 - Maintenance of Traffic	50.00	$ 50.00	$ 2,500.00
Facility depths are not provided from surface designations. If facility depths are required, vacuum excavations will be necessary. CAS can provide depth approximations from EM or GPR equipment, but these are estimations and are not considered absolute.			
	Proposal Total		**$ 31,000.00**

Payment Terms are Invoice Net 30. Late Fees of 1.5% per month accrue after 30 days.

Accepted & Approved: *EDSA* Approved Date	*Signing this document constitutes a Contract and Promise to Pay. Customer agrees to pay all charges associated with the work performed. Payment terms are Net 30. Interest on late payments or balances will accrue at the rate of 1.5% per month after 45 days deliquency. CAS reserves all rights to secure payment and Debtor may be liable for all costs associated with collection of outstanding balances including, reasonable Attorney Fees and Court Costs.*

www.ucasf.com
We Dig Florida Safely

NULCA NATIONAL UTILITY LOCATING CONTRACTORS ASSOCIATION

APWA www.apwa.net

THANK YOU FOR YOUR BUSINESS!!!
Phone: 561-791-9280 Fax: 561-791-9818

TOWN OF LAUDERDALE-BY-THE-SEA EL MAR DR. BETWEEN PINE AVE. & PALM AVE.
BAXTER WOODMAN
GEOTECHNICAL ENGINEERING SCOPE, SCHEDULE AND FEE
TERRACON CONSULTANTS, INC.

3-Mar

SCOPE:

1 Stake Borings and Contact Sunshine One Call for Utility Clearance
2 Mobilization of Truck Mounted Drilling Rig, Support Truck and Drilling Crew
3 Drill 10 Standard Penetration Test Borings, each to depth of 15 feet below ground surface at the locations prescribed by Baxter Woodman.
4 Perform 6 field permeability test to a nominal depth of 10 feet below ground surface or 2 feet below the groundwater level.
5 Sample borings in accordance with procedures described in ASTM D1586
6 Measure asphalt/concrete, base and subbase thickness of borings drilled in roadway
7 Measure depths to groundwater surface in each borehole
8 Backfill boreholes with grout and patch with cold patch asphalt or Sakrete as necessary
9 Engineering classification of samples in accordance with the Unified Soil Classification System (ASTM D2487)
10 Geotechnical evaluation of subsurface conditions and preparation of engineering recommendations for:
   A. Excavations
   B. Pipeline bedding and support
   C. Backfill materials and compaction requirements
   D. Conceptual dewatering methods
11 Preparation of a submittal of a Geotechnical Engineering Report, inclusive of the results of the borings, permeability tests, structural numbers for the existing pavement condition and recommendations and design criteria for items described in No. 10 above

SCHEDULE

Milestone	Event	Days	(following written authorization to proceed)
1	Stake Borings	5	
2	Utility Clearance	8	
3	Drill Borings	20	
4	Lab Review	21	
5	Engineering Report	30	

Note: Days are working days, not calendar days

FEE

Terracon's fee for the work scope & schedule described above will be billed on a unit rate not to exceed amount of: $18,00.00

NOTES:

1. Considering the site setting, maintenance of traffic (MOT) and private utility locate will be required at the boring locations.
2. The estimated not to exceed cost could be reduced if Lauderdale By The Sea handles the MOT and provides record drawings of the existing utilities in order to eliminate the private utility locate.
3. If night work is required unit rates for field testing will need to be multiplied by 1.5.

GEOTECHNICAL FEE ESTIMATE SHEET

PROJECT: El Mar Drive | PROPOSAL NO. | DATE: 4-Mar-20

LOCATION Lauderdale By The Sea | PREPARED BY: JD

Service	Quantity	Units	Unit Cost	Total Cost
I. FIELD EXPLORATION :				
A. Crew & Equipment Mobilization:	1.0	Ea.	$500.00	$500.00
B. Standard Penetration Test Borings - On Land(ASTM D-1586):				
10 Borings to 15.0 ft.			0 Borings to 40 ft.	
0 Borings to 20.0 ft.			0 Borings to 0 ft.	
0 Borings to 50.0 ft.			0 Borings to 0 ft.	
- 0 to 50 ft. depths	150.0	LF	$14.00	$2,100.00
- 50 to 100 ft. depths	0.0	LF	$15.00	$0.00
C. Piezometers:				
6 Borings to 10 ft.				
- 0 to 50 ft. depths	60.0	LF	$30.00	$1,800.00
D. Run Field Perms	6.0	Ea	$300.00	$1,800.00
E. CPT Soundings:				
0 Borings to 6 ft.				
0 Borings to 0 ft.				
- 0 to 50 ft. depths	0.0	LF	$10.00	$0.00
F. Auger Borings:				
0 Borings to 0 ft.				
0 Borings to 0 ft.				
- 0 to 50 ft. depths	0.0	LF	$11.00	$0.00
G. Thin-Walled Tube Samples-On Land(ASTM D-1587):				
- 0 to 50 ft. depths	0.0	Ea.	$100.00	$0.00
H. Setting Casing (0 to 100 ft. depths) - On Land:				
- 0 to 50 ft. depths	0.0	LF	$7.00	$0.00
- 50 to 100 ft. depths	0.0	LF	$8.00	$0.00
I. Hourly Crew Rates - On Land:				
- Difficult moving/drilling:	0.0	hrs	$130.00	$0.00
- Boring layout/concrete coring:	8.0	hrs	$130.00	$1,040.00
- Utility Clearance and Boring Layout:	0.0	hrs	$130.00	$0.00
J. Out of Town Per Diem:				
- Per man:	0.0	Ea	$140.00	$0.00
K. Grout Seal Boreholes:				
Land: 10 Borings to 15 ft.			0 Borings to 40 ft.	
6 Borings to 10 ft.			0 Borings to 0 ft.	
0 Borings to 20 ft.			0 Borings to 0 ft.	
- 0 to 100 ft. depths	210.0	LF	$5.50	$1,155.00

GEOTECHNICAL FEE ESTIMATE SHEET

PROJECT: El Mar Drive	PROPOSAL NO.		DATE:	4-Mar-20
LOCATION Lauderdale By The Sea		PREPARED BY: JD		

Service	Quantity	Units	Unit Cost	Total Cost
L. Staking, GW Readings:	0.0	Ea.	$95.00	$0.00
M. Backhoe and Operator	0.0	Ea.	$2,000.00	$0.00
N. Private Utility Locate	1.0	Ea.	$2,000.00	$2,000.00
O. MOT (Lane closures)	5.00	Da.	1400.00	$7,000.00
P. Permits	1.0	Ea.	$600.00	$600.00
		Field Exploration Subtotal =		*$17,995.00*
		Percent of Total Cost=		*81.2%*
II. LABORATORY TESTING:				
A. Natural Moisture:	3.0	Ea.	$15.00	$45.00
B. Organic:	0.0	Ea.	$50.00	$0.00
C. 200 Wash:	3.0	Ea.	$50.00	$150.00
D. Atterberg:	0.0	Ea.	$65.00	$0.00
E. Misc:	0.0	Ea.	$50.00	$0.00
F. Classification and GINT Entry:	4.0	hr	$95.00	$380.00
G. LBR	0.0	Ea.	$325.00	$0.00
		Laboratory Testing Subtotal :		*$575.00*
		Percent of Total Cost=		*2.6%*
III. ENGINEERING AND TECHNICAL SERVICES:				
A. Principal:	2.0	hrs.	$195.00	$390.00
B. Professional Engineer	12.0	hrs.	$125.00	$1,500.00
C. Staff Engineer:	16.0	hrs.	$95.00	$1,520.00
D. Staff Technician:	0.0	hrs.	$55.00	$0.00
E. CADD Technician:	0.0	hrs.	$125.00	$0.00
F. Clerical:	0.0	hrs.	$60.00	$0.00
G. Vehicular Mileage	270.0	miles	$0.65	$175.50
	Engineering and Technical Services Su			*$3,585.50*
	Percent of Total Cost=			*16.2%*
		Total Cost =		**$18,00.00**

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS

Project Manager: JD	Project No.	Terracon	EXPLORATION PLAN	Exhibit
Drawn by: JD	Scale: AS SHOWN	51 Lost Mound Drive, Suite 135	EL MAR DRIVE IMPROVEMENTS	
Checked by: JD	File Name: Click	Chattanooga, Tennessee 37406		
Approved by: DD	Date: 3/4/20			

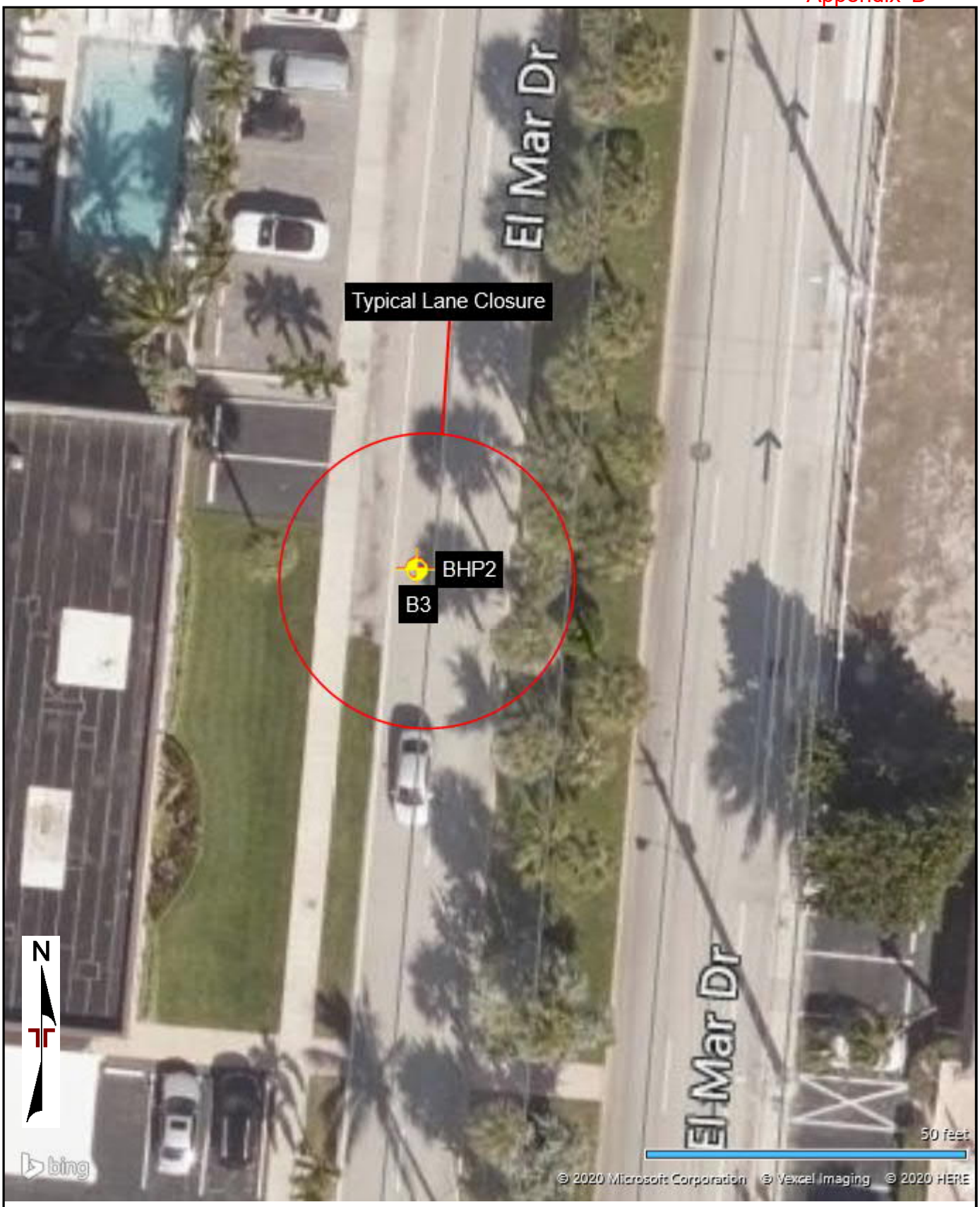


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS

Project Manager: JD	Project No.	Terracon	TYPICAL LANE CLOSURE	Exhibit
Drawn by: JD	Scale: AS SHOWN	51 Lost Mound Drive, Suite 135	EL MAR DRIVE IMPROVEMENTS	
Checked by: DD	File Name: Click	Chattanooga, Tennessee 37406		
Approved by: DD	Date: 3/4/2020			

RESOLUTION NO. 2020-12

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH EDSA, INC. FOR THE EL MAR DRIVE PROJECT DESIGN; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH EDSA; PROVIDING FOR IMPLENTATION AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Town issued Request for Qualifications 20-01-01 (the "RFQ") for the design and upgrade of El Mar Drive (the "Project"); and

WHEREAS, on February 13, 2020, the evaluation committee met with, and ranked the firms that responded to the RFQ, ranking EDSA number one, and Craven Thompson number two; and

WHEREAS, on February 25, 2020, the Town Commission approved the rankings and authorized the Town Manager to negotiate with EDSA to finalize the scope and associated fees for the Project; and

WHEREAS, with the assistance of the Town Engineer, negotiations ensued and resulted in a contract in an amount not to exceed $455,656; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize execution of an agreement with EDSA for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:

Section 1. **Recitals.** Each "WHEREAS" clause set forth is true and correct and herein incorporated by this reference.

Section 2. <u>Agreement Approved.</u> An agreement for the Project, in an amount not to exceed $455,656, in substantial conformity with the attached Exhibit "A," is hereby approved.

Section 4. <u>Authorization to Execute Agreement</u>. The Town Manager is hereby authorized to execute an agreement with EDSA for the Project, in an amount not to exceed $455,656, in substantial conformity with the attached Exhibit "A," together with such non-substantial changes as are deemed acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 5. **<u>Authorization to Implement</u>**. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 6. **<u>Effective Date</u>**. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this _____ day of March, 2020.

_____
Mayor Chris Vincent

Attest:

_____
Town Clerk Tedra Allen
(CORPORATE SEAL)

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

Agenda Item No: 13.c

Town Commission Agenda Item Report

Meeting Date: March 10, 2020
Submitted by: Bill Vance
Submitting Department: Administration
Item Type: Discussion Item
Agenda Section: NEW BUSINESS

Subject Title:
First Amendment to E-911 Participation Agreement (Bill Vance, Town Manager)

Explanation:
Broward County has informed LBTS that the amendments are needed to align the performance standards and engagement process with the Operator Agreement with the Broward Sheriff's Office, to ensure compliance with Criminal Justice information System (CJIS) or Florida Department of Law Enforcement (FDLE) requirements, and to permit municipalities to procure special municipal services above the base level of services. The amendments to the Regional Interlocal Agreement include a provision for municipalities to utilize third-party vendors to perform maintenance on subscriber radios so long as those vendors have been approved by the County, and permits existing Standard Operating Procedures to be updated (subject to review and recommendation by the applicable governance boards) and uniformly enforced to ensure the most current subscriber maintenance practices and operating policies and procedure are being used. Municipalities will have to financially contribute going forward.

Recommendation:
Commission Consideration and if the Commission desires staff will bring back a resolution authoring the Town Manger to execute the First Amendment to the E-911 Participation Agreement March 31, 2020.

Attachments:
First Amendment to Participation Agreement and RILA.pdf

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM

AND

FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF _____ PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipality identified on the signature page below ("Municipality" or "City") (collectively County and Municipality are referenced as the "Parties").

RECITALS

A. County owns and oversees the regional E-911 consolidated communications system ("System"), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary for the operation of public safety answering points ("PSAPs").

B. The vast majority of municipalities within Broward County entered into the Agreement Between Broward County and the Participating Municipality for Participation in the Consolidated Regional E-911 Communications System, dated on or about September 30, 2013 ("Participation Agreement"), in order to promote the public health, safety, and general welfare by improving the safety of first responders and persons residing or traveling in Broward County, eliminating or reducing call transfers that result in delayed responses, and facilitating the migration to consolidated new technologies, among other benefits.

C. In conjunction with entering into the Participation Agreement, each municipality also entered into a Regional Interlocal Agreement ("RILA") with County to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communication systems.

D. Pursuant to an Operator Agreement (as amended, the "Operator Agreement") executed between County and the Broward Sheriff's Office ("BSO"), County engaged the services of BSO to staff and operate the regional PSAPs for call-taking, teletype (queries only), and dispatch services. County and BSO intend to amend the Operator Agreement to continue the services of BSO as the Operator of the System, to update the performance standards as recommended by Fitch & Associates, to ensure compliance with Criminal Justice Information System (CJIS) or Florida Department of Law Enforcement (FDLE) requirements, to establish an engagement process, to permit municipalities to procure special municipal services above the base level of services otherwise provided by the Operator, and to clarify the division of responsibilities of the parties.

E. County and Municipality desire to amend the Participation Agreement to acknowledge and adopt the updates to the Operator Agreement and the operation of the System including updated performance standards, current policies and standard operation procedures, revised engagement process and role of the operational review teams, and the demarcation points for the updated fire station alerting system, and to amend the RILA to remain consistent with the Participation Agreement.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Municipality agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Participation Agreement.

2. Except as modified herein, all terms and conditions of the Participation Agreement and the RILA remain in full force and effect. Amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions.

3. The effective date of this First Amendment shall be April 1, 2020.

4. The Parties agree and approve that both the Participation Agreement and the RILA are intended, and shall be interpreted, to provide for the following delineation of responsibilities for the System: County is the owner and provider of the Consolidated Regional E-911 Communications System; Operator is engaged by County to provide System Services to the Participating Communities, including call-taking, dispatching, and teletype (queries only); Operational Review Teams (ORTs) are responsible for review of operational issues that may affect field operations of the fire and law disciplines and communicating these issues to the stakeholders.

Amendments to the Participation Agreements

5. Article 2, Definition, of the Participation Agreement is amended as follows:

2.1 Administrator. The term "Administrator" or "County Administrator" shall mean the County Administrator of Broward County government by the Charter of Broward County, Florida.

~~2.2 Agreement. The term "Agreement" shall mean this Agreement between COUNTY and MUNICIPALITY.~~

~~2.3~~ **2.2** Administrative Call. The term "Administrative Call" shall mean a call received in a Host PSAP that is not an Emergency Call or a Non-Emergency Call and is specific to a

Participating Community. An Administrative Call is not part of the Consolidated Regional E-911 Communications System responsibility.

2.3 Base Level of Services. The minimum level of System Services provided to all Participating Communities by the Operator of the System that meets the following requirements: (i) call intake staffed at a level to provide that 90% of all emergency calls arriving at a PSAP are answered within 3 to 5 seconds; (ii) a single radio talk group, staffed by a single radio operator, should not, during any four-hour block of time, exceed a weighted 0.4 Erlangs or a weighted answer delay of 10 seconds or greater; (iii) sufficient to support retention of Operator's emergency medical dispatch, emergency fire dispatch, and emergency police dispatch certifications; (iv) dispatch operators are supervised on a ratio of not less than 6:1 (dispatch operators to supervisor); and (v) County-provided independent qualitative performance review of call-takers and dispatchers. Base Level of Services shall not include any special services that are separately negotiated or purchased by a Participating Community.

* * *

2.12 Non-Emergency Call. The term "Non-Emergency Call" shall mean a call ~~received in a Host PSAP~~ that does not require an immediate response from law enforcement, fire rescue, or EMS call for service dispatch**,** or any combination thereof**.**

6. Section 2.16 of the Participation Agreement is amended as follows:

2.16 Participating Communities. The term "Participating Community" or "Participating Communities" shall mean the municipal corporation or corporations existing under the laws of the state of Florida, located within the County**,** that enter into ~~this Standard~~ **an a**~~A~~greement with County for **p**~~P~~articipation in the Consolidated Regional E-911 Communications System **in substantially the form of this Agreement, as amended**.

7. Section 4.1 of the Participation Agreement is amended in relevant part as follows:

4.1 County shall operate, or contract to operate, a Consolidated Regional E-911 Communications System, for County's unincorporated area, Port Everglades, and Fort Lauderdale-Hollywood International Airport, and Participating Communities. The Consolidated Regional E-911 Communications System shall be implemented through County government. County shall provide for the management, administration, oversight and operations of the Consolidated Regional E-911 Communications System. **The System shall operate in accordance with policies, rules, and procedures approved through County workgroups, governance, and/or technical boards created to improve the communications infrastructure and overall Consolidated Regional E-911 Communications System.** ~~The System shall operate subject to the control, internal operating rules and regulations of County.~~ County**, Operator, and Participating Communities** agree~~s~~ to comply with the requirements of the applicable Management

Control Agreements relating to ~~COUNTY operation of~~ the Regional Public Safety Infrastructure ~~at Host PSAP(s)~~.

8. Section 4.3 of the Participation Agreement is amended in relevant part as follows:

. . . Participating Communities that have a Host PSAP location within their City Limits agree to enter into an agreement with ~~Operator~~ **the Broward Sheriff's Office** to authorize the use of the Participating Community's FDLE router. **All applicable parties, including County, Operator, Broward Sheriff's Office, and Participating Community, agree to comply with all applicable Criminal Justice Information System (CJIS) and Florida Department of Law Enforcement (FDLE) requirements, and County and Participating Community each agree to enter into agency user agreements, security addendums, or other agreement(s), as required for CJIS compliance, and ensure that its employees and vendors with access to criminal justice information or systems similarly cooperate and comply with CJIS requirements, including execution of any necessary security addendums or other agreements and routinely providing updated security and employee information as required for CJIS compliance.**

9. Section 4.4 of the Participation Agreement is amended in relevant part as follows:

4.4 **As set forth in the agreement between County and the Operator, which includes an engagement process for the participation of public safety organizations within Broward County,** County shall establish operation and efficiency performance standards for the Consolidated Regional E-911 Communications System's operations and create a time schedule for implementing and meeting the efficiency and performance criteria. The operation and efficiency performance criteria for the System **(the "Standards")** shall be as set forth ~~on Exhibit "B" (the "Standards"); provided, however, the Standards shall only be in effect for calls received on the 911 telephone lines of a Host PSAP~~ **in the agreement between County and Operator**. **Any change in the Standards must be approved in advance by County and the Operator in accordance with the Operating Agreement, and by a simple majority vote of the Fire Chiefs and the Police Chiefs of all Participating Communities.** County shall require in any contract it enters into with an Operator of the System that such Operator shall meet or exceed the Standards. . . .

10. Section 4.7 of the Participation Agreement is amended in relevant part as follows:

4.7 The COUNTY shall be responsible for the establishment, coordination**,** and support of any workgroup, governance**,** and/or technical boards created for the purpose of ~~providing recommendations to the County Administrator on the operation of the~~ **improving the County's regional communications infrastructure and overall** Consolidated Regional E-911 Communications System. Membership of any such workgroup or boards may include, but not be limited to, representatives from COUNTY, Participating Communities, and Operator. **The Operational Review Team (ORT) shall consist of the Fire Chiefs and the Police Chiefs of the Participating Communities and shall review and**

recommend operational changes that may affect first responders (as defined in Section 112.1815(a), Florida Statutes) to improve the operation of the System, to the extent necessary, in accordance with the Engagement Process set forth in Exhibit C. The Participating Communities hereby appoint the ORT to act in accordance with the Engagement Process on behalf of the Participating Communities collectively as set forth in Exhibit C. County may condition any requested service above Base Level of Services on the applicable Participating Community(ies) funding any increased operational or equipment costs; no Participating Community shall be obligated to pay any additional amount for System Services above Base Level of Services without the prior written consent of that Participating Community.

11. Exhibit B is deleted from the Participation Agreement, and all references to the original Exhibit B are amended to omit such reference.

12. The Participation Agreement is amended to include Exhibit C as attached hereto.

Amendments to the Regional Interlocal Agreements

13. Section 2.19 of the RILA is hereby amended as follows:

2.19 City shall follow all RPSI Trunked Radio System policies and standard operating procedures in place at the time of this Agreement, ~~a list of which are included in Exhibit G,~~ as well as those developed in the future and issued to City by County. **Any new policies or standard operating procedures, or material modifications to existing policies or standard operating procedures, shall be developed by the applicable governance boards.** City agrees to comply with any enforcement actions required by these policies and procedures ~~for~~**, including Subscriber Maintenance and to prevent** misuse or abuse of the RPSI Trunked Radio System.

14. Section 2.23 of the RILA is hereby amended as follows:

2.23 City is responsible for Subscriber Maintenance including repair and sub-fleet additions, moves, and changes to City subscribers as provided in Exhibit B. City may utilize the services of a third-party **vendor approved in advance by County** to provide maintenance of City subscribers, or City may contract with County for a fee for a combination of the aforementioned services or for all of the above services.

15. Section 3.2 of the RILA is hereby amended as follows:

3.2 The term of this Agreement shall be for five (5) years from the Effective Date. This Agreement may be renewed every five (5) years with the written approval of both County and City, unless terminated pursuant to Article 4**; notwithstanding the foregoing or any other provision of this Agreement, the extension of the Participation Agreement**

pursuant to its terms shall automatically renew this Agreement, and this Agreement shall be in effect for at least the duration of the Participation Agreement.

16. Exhibit B of the RILA is amended to replace the diagram titled "Broward County – ILA Radio Network Fire Station Alerting System DMARC" with the diagram of the same title attached hereto.

17. Exhibit G of the RILA is deleted from the RILA and all references to Exhibit G are amended to amended to refer to the then-current RPSI Trunked Radio System policies and standard operating procedures issued by County.

18. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the ___ day of _____, 2020, and MUNICIPALITY, signing by and through its _____, duly authorized to execute same.

BROWARD COUNTY

WITNESS:

_____
(Signature)

_____
(Print Name of Witness)

_____
(Signature)

_____
(Print Name of Witness)

BROWARD COUNTY, by and through
its County Administrator

By_____
County Administrator

____ day of _____, 2020

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By_____
René D. Harrod (Date)
Deputy County Attorney

RDH
02/24/2020
First Amendment Participation Agreement
#343020.15

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM

AND

FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF _____ PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET

MUNICIPALITY

ATTEST:

CITY OF _____

_____
CITY CLERK

By: _____
CITY MAYOR

_____
Print Name

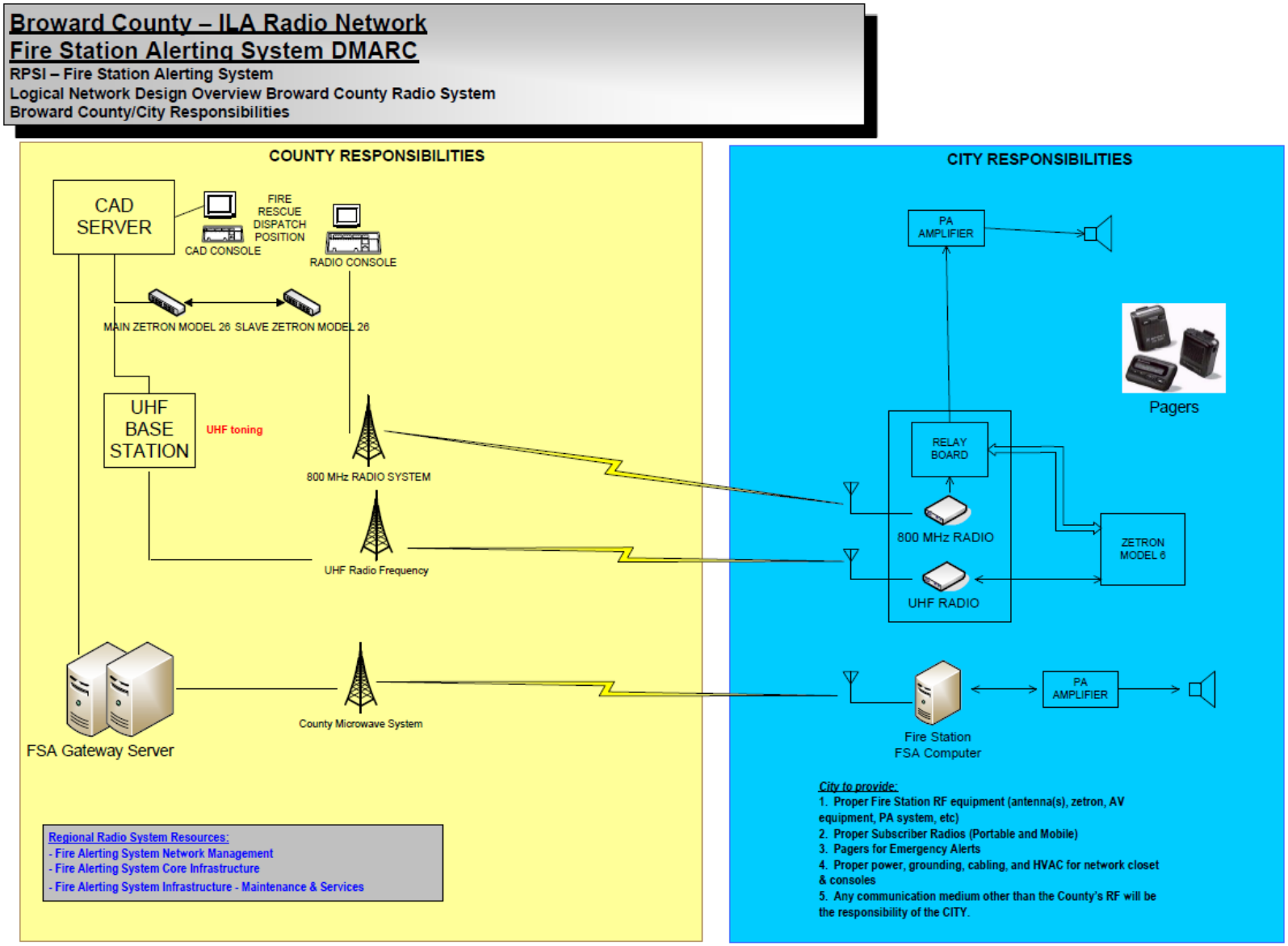
_____ day of _____, 20___

I HEREBY CERTIFY that I have approved this First Amendment as to form and legal sufficiency subject to execution by the Parties:

_____
City Attorney

400

RILA EXHIBIT B



COUNTY – PSI – ILA - Regional Fire Station Alerting System Demarcation Point | Sheet 8 of 8

401

EXHIBIT C

Engagement Process[1]

Step 1: Issue Identification and Proposed Resolution

1) A need for the creation and/or revision to a policy, procedure or process of the 911 system can be raised by any of the stakeholders – law enforcement/fire rescue agency as a representative of their municipality; Broward Sheriff's Office; or Broward County.

2) Issues would be considered first by the existing Operational Review Team (ORT).

a) Each law enforcement and fire rescue agency would have a representative on the ORT. Typically, the ORT would meet by discipline as is current practice – law enforcement or fire rescue.

b) The ORT would determine if an issue involved only a single agency; a single discipline (law vs. fire); or a regional concern.

i) If the issue only involves a single agency, the issue would move to subparagraph 4.

c) Each ORT group should be chaired by a uniformed member determined by the respective Association. Because of BSO's unique role as Operator in the system, the chair should preferably be from a municipal agency.

3) The ORT would clarify the issue and proposed resolution. The item would be summarized in written form to ensure the issue and proposed course of action are clearly identified.

4) The ORT would recommend approval or denial of the item.

5) Upon approval by ORT, the issue would be forward to both BSO and County for review & comment.

6) BSO and County would consider the item under the following guidelines:

a) BSO would evaluate its ability to provide the recommended resolution. They should consider the logistical benefits and challenges, as well as if the proposed resolution can be done with existing resources. If additional resources would be required by BSO, it must identify the financial impact. The final determination of fiscal impact would rest with Broward County's budget office.

[1] For purposes of this engagement process, the Stakeholders shall include the County and Operator and Participating Municipalities.

b) County would consider any logistical impacts from the proposed issue resolution as it relates to the County's technology (i.e. CAD, radio, 911 system, etc.). County would also consider any potential fiscal impacts, though the final arbiter of funding should reside with the County's budget office. Finally, County would evaluate the issue and proposed resolution against the Regional 911 System's overarching goals and objectives.

c) If the issue involved only a single agency (see 2b above), County and the involved agency would discuss if the municipality desires to fund the change/improvement if the solution is beyond the base services provided by the County.

d) If the issue is denied by the ORT, the proposer may elect to advance the issue to Step 3.

7) Once approved by all three stakeholder groups (ORT, BSO, County), the issue advances to Step 2.

8) If the issue is not approved by any of the stakeholders in 7) above, the proposer may elect to advance the issue to Step 3.

Step 2: Approval by End-Users

1) Issues approved by all three stakeholder groups will be approved by fire chiefs and/or police chiefs.

a) While ORT will often be comprised of operational managers from law enforcement and fire rescue agencies, approval at Step 2 requires the specific review and approval from the chief of the department for each law enforcement and/or fire rescue as applicable.

b) Summary of the issue and proposed resolution, as prepared and approved at Step 1, will be sent to the chief of the department for law enforcement, fire rescue or both as the issue may require.

c) Items, as summarized at Step 1, will be balloted to chiefs of department electronically. The chair of the relevant ORT shall ensure the written summary of the issue is forwarded to the respective Association president for distribution to each chief of Department.

d) Each chief of department is expected to review and approve or not approve the item.

e) Consistent with the existing practices for both the Fire Chiefs Association and Police Chiefs Association, a simple majority is sufficient for the item to be approved. Ultimately the determination of each professional Association, and of the methods by which they approve items, is left within the purview of that Association.

2) Upon approval at Step 2, the item will move to Step 4 for implementation.

Step 3: Escalation to Chief Administrative Officers

1) Should an issue not garner support for approval at Step 2, the proposer or other stakeholder may elect to escalate the issue to their respective chief administrative officer (city manager, county administrator, or Sheriff) as may be applicable.

2) The chief administrative officer (or designee) of the agency seeking to escalate the issue may elect to uphold the determination made at Step 1 or Step 2, or confer with the chief administrative officers (or designees) of other stakeholders.

3) The chief administrative officers of all three stakeholders, should they agree, may also direct a specific resolution to the issue; request ORT reconsider the issue; or take other actions as they determine in the best interest for their local government.

Step 4: Implementation

1) Issues identified at Step 1, and approved at either Step 2 or Step 3, shall move to Step 4 for implementation.

2) County will facilitate the implementation with the active support of other stakeholders.

3) County will monitor and report to all stakeholders the progress and issues approved for implementation.

4) ORT members are expected to keep their respective agencies informed of issues undergoing implementation.

Note: For all approvals required by ORT, a simple majority vote of each of (1) the Fire Chiefs Association and (2) the Police Chiefs Association constitutes approval of the item.

Agenda Item No: 13.d

Town Commission Agenda Item Report

Meeting Date: March 10, 2020
Submitted by: Buz Oldaker
Submitting Department: Commission
Item Type: Discussion Item
Agenda Section: NEW BUSINESS

Subject Title:
Town Participation in the Broward League of Cities 63rd Annual Gala (Commissioner Oldaker)

Explanation:
The Broward League of Cities 63rd Annual Gala is scheduled for Saturday, May 16, 2020. The event honors the past, present and future leadership.

Municipal Sponsors have two sponsorship options:

PREMIER SPONSOR | $5,000

* Premium Reserved Table for 10
* Complimentary Valet Parking
* Half Page Ad in Event Program (5.5"H x 8.5"W)
* Prominent Screen Recognition at Event & on League Website
* Signage Recognition at Event
* Verbal Recognition at Event
* Pre & Post Social Media Recognition
* Pre & Post Event Press Release Recognition

MINIMUM SPONSOR | $2,500

* 6 Dinner Tickets
* Complimentary Valet Parking
* Complimentary Listing in Event Program
* Signage Recognition at Event
* Pre & Post Social Media Recognition

The Broward League of Cities encourages every city to become involved and participate. Last year the Town was a Premier Sponsor.

Recommendation:
Commission direction

Attachments:
1. Sponsorship Form

BROWARD LEAGUE OF CITIES

63rd Annual Gala

Margaritaville Beach Resort | May 16, 2020

MUNICIPAL SPONSORSHIP LEVELS & BENEFITS

PREMIER SPONSOR | $5,000

- Premium Reserved Table for 10
- Complimentary Valet Parking
- Half Page Ad in Event Program (5.5"H x 8.5"W)
- Prominent Screen Recognition at Event & on League Website
- Signage Recognition at Event
- Verbal Recognition at Event
- Pre & Post Social Media Recognition
- Pre & Post Event Press Release Recognition

MINIMUM SPONSOR | $2,500

- 6 Dinner Tickets
- Complimentary Valet Parking
- Company Listing in Event Program
- Signage Recognition at Event
- Pre & Post Social Media Recognition

WE ARE PLEASED TO SUPPORT THE BROWARD LEAGUE OF CITIES 63RD ANNUAL GALA AT THE FOLLOWING LEVEL:

____ PREMIER SPONSOR.....$5,000 **____ MINIMUM SPONSOR.....$2,500**

City: _____

Contact:_____

Address:_____

City, State, Zip Code:_____

Phone:_____**Email:**_____

Ad Deadline is May 1, 2020 at 12:00 Noon.

Please complete and return to:

Broward League of Cities
115 South Andrews Avenue, Suite 122
Fort Lauderdale, Florida 33301

For additional information, please call 954.357.7370 or email mltighe@browardleague.org

Town Commission Agenda Item Report

Meeting Date: March 10, 2020
Submitted by: Linda Connors
Submitting Department: Development Services
Item Type: Ordinances 1st Reading
Agenda Section: ORDINANCES 1st Reading

Subject Title:
Ordinance 2020-04 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE SEA, AMENDING CHAPTER 30, UNIFIED LAND DEVELOPMENT REGULATIONS, ARTICLE VIII, SIGN REGULATIONS, TO AMEND REGULATIONS AND PROHIBITIONS APPLICABLE TO SIGNAGE, REVISE SIGN REQUIREMENTS AND STANDARDS, SIGN REGULATIONS BY SIGN TYPE AND BY ZONING DISTRICT; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. (Linda Connors, Development Services Director)

Explanation: The Commission held a workshop in March 2019 to discuss downtown issues such as sidewalk cafes, noise and signage. Minutes from this meeting are attached as **Exhibit 1**. At your last meeting, you recommended Ordinances 2020-01 and 2020-02 which addressed the topics discussed at this meeting for sidewalk cafes and outdoor dining. Ordinance 2020-03 **(Exhibit 2)** addresses the issues that were discussed at the March workshop related to signage.

At the workshop, the Commission suggested that the following changes to the code be considered:

1. Sandwich Board Signs (Line 180). Sandwich board signs are currently prohibited in the Town. The Commission suggested that they include the following regulations:
    a. Limited to one sandwich board sign per business
    b. Sign must be placed adjacent to the building and ensure that a minimum pedestrian path be maintained
    c. be allowed in town for businesses west of or fronting Ocean Drive.

Staff is recommending the following additional regulations for sandwich board signs:

    d. sandwich board signs must be removed and placed in doors when storm warnings are issued
    e. placed indoors when the business is closed
    f. located outside of landscaping
    g. limited to a size of 42 inches in height by 24 inches in width
    h. prohibited from anchoring sandwich sign to sidewalk or attaching or chaining them to poles, vending boxes or other structures.
    i. Town has the right to remove sandwich signs that are not in compliance with the Town's regulations.
2. Maximum sign letter size. Currently, the maximum size of letters west of and fronting Commercial Boulevard is 18". East of Commercial Boulevard, the maximum letter size is 12". These sizes were established based on the speed in which someone passes the sign. The Commission suggested that a slight amendment be made to allow 18" letter size for the corner businesses fronting Commercial Boulevard and Ocean Drive so that the letters in these signs may be consistent. (Line 101)

When we prepare ordinances, we review the entire section to determine if there are other amendments that need to be considered to address inconsistencies in the code or to clarify the existing code language. Staff is suggesting that the following additional amendments be considered:

3. Amend the language of monument signs to establish maximum size at 32 square feet north of Pine Avenue and to remove inconsistencies. (Line 114)
4. Clarify the Code so that the Mid-Century Modern exemption is available for permanent signs only (Line 253).

The Planning and Zoning Board reviewed the proposed ordinance at their February 5, 2020 meeting **(Exhibit 3 – Board Minutes)** and recommended approval with the following text amendment to allow sandwich board signs in all areas of the B1 zoning district (highlighted area is the proposed PZ Board change):

a. Location. Sandwich sign shall be:

i. Permitted ~~west of and fronting Ocean Drive~~ in the B-1 and B1-A Zoning districts

Since the Planning and Zoning Board meeting, staff added regulations to allow sandwich board signs for businesses in the RM25 district. This includes larger hotels such as Plunge that have restaurants and special accessory uses (Line 180).

We also clarified the prohibition of signs that are located on the beach (Line 82) to read as follows:

Signs placed on any portion of the ~~public~~ beach or dune as defined in Chapter 5 of the Town Code

Recommendation:

Staff recommends approval of Ordinance 2020-04 on first reading and setting second reading for April 14, 2020.

Attachments:

1. Workshop Meeting Minutes
2. Ordinance 2020-04
3. Planning and Zoning Board Minutes (draft)

TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
SPECIAL MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Thursday, May 16, 2019
5:30 PM

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 5:30 p.m. Also present were Vice Mayor Elliot Sokolow, Commissioner Edmund Malkoon, Commissioner Alfred "Buz" Oldaker, Commissioner Randy Strauss, Town Manager Bill Vance, Deputy Town Manager Tony Bryan, Development Services Director Linda Connors, Town Attorney Susan L. Trevarthen, Municipal Services Director Ken Rubach, Special Projects Coordinator Debbie Hime, Public Information Officer Steve d'Oliveira, and Town Clerk Tedra Allen.

2. PUBLIC COMMENT

At this time Mayor Vincent opened public comment.

Jim Rogers, resident, addressed the problem of noise levels in the Silver Shores area and played a recording of noise from the Downtown area as heard at his home. He did not feel citations were a deterrent to the businesses responsible for the noise. He recommended that permitted entertainment be limited to one night per week, with permits issued once per event, and require monitoring of noise levels.

John Frasene, resident, recalled that some years ago the *Sun-Sentinel* reported that Lauderdale-By-The-Sea permits some of the highest decibel levels in Broward County at 85 dBA between 7 and 10 p.m. in the commercial district and 75 dBA between 10 p.m. and 7 a.m. He expressed concern that Lauderdale-By-The-Sea could be perceived as a "party town."

As there were no other individuals wishing to speak at this time, Mayor Vincent closed public comment.

3. DISCUSSION ITEM

3.a Downtown Discussion – Music

Development Services Director Linda Connors explained that the Commission had requested a workshop addressing the issues of music levels, signage, and sidewalk cafés in the Downtown area. The workshop was slightly delayed until Town Manager Bill Vance was able to assume all duties.

In 2009, the Town amended its Noise Ordinance, which did not refer to specific decibel levels at that time. These levels were necessary so the Ordinance could be easily implemented. The Town adopted decibel levels of 90 dBA/95 dBc. In 2014, the Commission voted to decrease allowable noise levels to 85 dBA/dBc from 7 a.m. to 10 p.m. After 10 p.m., these levels are reduced to 75 dBA/dBc.

There are two methods of noise measurement: in the absence of a special event, noise readings are taken by trained Code Officers or Broward Sheriff's Office (BSO) Staff. These readings are taken at the property line. If there is a special event, noise readings are taken 100 ft. away from the source of music.

In response to complaints in February and March 2019, Staff took several noise readings for both indoor and outdoor music. Most events at which these readings were taken violated the Noise Ordinance by reaching a level of 86 dBA or higher. Development Services Director Connors also advised that the number of Downtown events should be considered, as these have increased over the years: in 2010, there were 68 events Downtown, while by 2014 this had increased to 102 events. Thus far in 2019, 88 events have been approved or are pending.

Town Manager Vance has offered the following suggestions to amend the Noise Ordinance:

- Cease issuing special event permits for weekly single establishments, and issue special event permits only as part of a cooperative effort involving more than one establishment and use of Town right-of-way
- Establish a Conditional Use permit for musical entertainment to be located inside the business, to be issued to the property owner and include location of music inside the building, dates and times music will be played, specific information regarding allowable sound levels, and contact information and response requirements
- Totally prohibit amplified music outside soundproofed rooms except as part of a Town-approved special event

Town Manager Vance explained that noise related to musical entertainment in the Downtown area was one of the first concerns brought to his attention when he assumed the duties of Town Manager. He reached out to property and business owners in the Downtown area and felt that some collectively negotiated informal agreements may lead to improved conditions.

At present, Code provides little structure, as there is no further limitation than 75 dBA until 7 a.m. Town Manager Vance proposed that some of the informal agreements with businesses be formalized as Conditional Use permits to document a formal understanding of when music may be played and the noise levels it may reach. He expressed confidence that the businesses will continue to earn the privilege of holding musical events in the Downtown area in the future once agreements are in place.

Mayor Vincent recalled that when Friday night musical events began, they were well-received overall, with few complaints regarding noise. Over the last 10 years, as the Town made capital improvements and reinvented itself, a new environment has been created on Commercial Boulevard which is similar to an entertainment district. He pointed out that due to the Town's size, they do not wish to create an entertainment area because of the proximity of residential and commercial neighborhoods. He emphasized the need to work together to reach a mutually beneficial solution.

Development Services Director Connors noted that in addition to the Noise Ordinance, which is in Chapter 13 of Town Code, there are additional regulations in Chapter 3, Alcoholic Beverages. These regulations require that music must be played within an enclosed area after 12 a.m., and businesses must close at 2 a.m. The requirement for music to be played within closed doors after midnight has not been enforced.

Mayor Vincent observed that alternatives might be to bring speakers indoors or face them inward, which could lower the volume significantly. He noted that some businesses provide music multiple nights of the week, as they are on private property. These businesses must still adhere to the decibel restrictions and the closing of doors after midnight.

The Commissioners discussed the issue further, with Commissioner Oldaker noting that any music coming from an electronic device is considered amplified. This would include speaker systems on sidewalks outside some establishments. Development Services Director Connors clarified that under the proposed changes, sound systems would need to be indoors, with music pointing toward the business, rather than outside and toward the street.

Vincent Foti, business owner, asked if this meant no amplified music could be played in businesses after midnight. Mayor Vincent replied that businesses may close their doors after midnight to lessen the sound outside the establishment. He reiterated that this is required by current Code.

Mr. Foti stated that decibel readings have been very high in the absence of amplified music, depending upon crowd activity and size. He characterized the decibel limit as unattainable. Mayor Vincent pointed out that part of the issue may be multiple businesses providing music at the same time, which was not a problem when the Noise Ordinance was enacted. He also observed that while crowd noise and voices may not carry into residential neighborhoods, music does carry.

Vice Mayor Sokolow cautioned that decibel levels may be dependent upon regular calibration of decibel meters and other mitigating factors. He added that it may be difficult to strike a balance between maintaining a vibrant nightlife within the Downtown area and affecting property values in residential areas if noise remains an issue.

Commissioner Malkoon asked how the Noise Ordinance is currently enforced. Town Manager Vance replied that no decibel meters have been used in the past five to six weeks while he reached out to the owners of various establishments. He has contact information from business owners so he can communicate with them in the event of an issue. He reiterated that he is in favor of a written agreement clearly establishing how the Ordinance will be enforced in the future.

Commissioner Strauss proposed that noise might be mitigated through the use of acoustic tiling that can reduce the projection of sound outside an establishment.

Bill Ciani, resident, stated that as a building owner, he would not be willing to sign any agreements that stated his tenants' music must remain within the permitted decibel level. He expected the Town to deal with this issue through Code Enforcement. He also asserted that residents have seen an increase in their property values due in part to the Town's success in attracting businesses and visitors for a vibrant nightlife.

Town Manager Vance noted that it should be possible to arrive at agreements regarding the days and times when entertainment is provided. He recalled that when he first arrived in Lauderdale-By-The-Sea, he excused business owners from appearances before the Special Magistrate related to Noise Ordinance violations, as he knew this issue would be discussed in depth by the Commission.

Vice Mayor Sokolow recommended that any agreements be mindful of the fact that a landlord is not responsible for a tenant's actions. He also agreed with Town Manager Vance that it is easier to work one-on-one with business owners to address the problem than contribute to any animosity between businesses, the Town, and residents.

Commissioner Oldaker commented that the current Fort Lauderdale Entertainment District was once considered a blighted area; however, this is no longer the case, and as more residential development moves into the area, that city may be receiving some complaints from residents regarding the permitted decibel level.

Mayor Vincent addressed Town Manager Vance's Conditional Use proposal, asking how compliance might be enforced. Town Manager Vance replied that the Commission would have the ultimate flexibility to work with property or business owners: if negotiations did not lead to a positive outcome, the Town Manager could recommend that the business's permit be discontinued. While the recent informal understanding between the Town and business owners has improved the situation, greater structure to these agreements could contribute to a better solution. No Special Magistrate involvement was proposed at this time.

Mr. Foti reiterated his concern that the decibel limit of 85 dBA may be unattainable at some times of the year, and asked how this issue might be addressed going forward. Mayor Vincent replied that Town Manager Vance's proposed solution of better communication is the first step in the process; however, he emphasized that help is

needed from the business owners as well, including the possibility of lower volume, change of speaker direction, and other potential solutions.

Mr. Foti felt that requiring businesses to secure permits and enter into agreements for live music events would result in those businesses seeking to relocate. He declared that asking establishments to close their doors after midnight would significantly diminish business. Mayor Vincent pointed out that this has not yet been asked of any business, nor has it been previously enforced although it is part of Code.

Town Manager Vance continued that the agreement would allow an owner to show performers what s/he has agreed to so they are aware of what has been negotiated. He emphasized that his primary intent was for clarity.

Town Attorney Susan Trevarthen asked if there was sufficient Commission consensus for Staff to begin work on appropriate language and documentation. Town Manager Vance requested that an update be provided at a Commission meeting in approximately one month, after which time a recommendation could be brought forward.

3.b Downtown Discussion – Signage

Development Services Director Connors recalled that Vice Mayor Sokolow had requested recommendations on specific changes to the Town's Sign Code.

The first issue was the prohibition of "sandwich signs," which are portable, foldable, and freestanding A-frame boards that are not secured or attached to the ground. Staff has reviewed current requirements and recommends that these signs continue to be prohibited in the East Commercial Boulevard area due to traffic and sidewalk activity. If Code is changed, however, Staff recommends the following:

- Sandwich signs are be limited to one per business
- Signs must be adjacent to the building
- Placement of signs ensures a 5 ft. minimum pedestrian path
- Signs are of a design consistent with Lauderdale-By-The-Sea branding

Mayor Vincent recalled that previous discussion of this issue had considered designating an area for sandwich signs or menu boards. He proposed that the Commission discuss this further to ensure there is no room for error.

Vice Mayor Sokolow stated that he did not agree with the proposal for sandwich signs to be consistent with the Town's branding, as the purpose is for businesses to brand themselves rather than the Town. He also requested clarification of why the proposed change would not apply to other businesses in the area. Development Services Director Connors replied that this recommendation could be changed if it was the Commission's desire.

Development Services Director Connors noted that Staff had considered regulations in the Downtown areas of West Palm Beach, Delray Beach, Fort Lauderdale, and other nearby communities. One issue that led to the branding proposal was the wide variety of sandwich board styles. Staff felt strongly that there should be some standard of style, such as a typical size or material.

Vice Mayor Sokolow advised that he felt the only areas where prohibition of sandwich signs remains necessary would be west of Commercial Boulevard and El Mar Drive north of Commercial Boulevard, where pedestrian traffic is heavy at night. He felt a uniform sign size was not unreasonable.

Development Services Director clarified that these signs would be exempt from permitting, as they are relatively inexpensive and the Town did not wish to require additional permits. She added that menu board signs would also be exempt from permitting in the future.

Development Services Director Connors continued that the Vice Mayor had also requested Staff look into the standard for maximum letter size. This was discussed extensively when the Sign Code was reviewed in 2014. It was determined that letter size and legibility are contingent upon a number of factors, including font, color, traffic speed, and the lane in which a car is traveling.

Because the area east of Ocean Drive is more pedestrian in nature, there was no reason not to allow signs with large lettering. Height range is between 12 and 15 in., subject to change if the sign is in all capital letters, which are considered more difficult to read. In 2014, the Commission voted to limit letter size on signage east of A1A to 12 in., while west of A1A and on Ocean Drive allows a maximum letter size of 18 in.

Vice Mayor Sokolow requested clarification of why larger letters are allowed if they follow Midcentury Modern design. Development Services Director Connors explained that a defining element of this architectural and sign style features a large first letter. Mayor Vincent noted that Midcentury Modern is recorded as the Town's preferred architectural style. Vice Mayor Sokolow stated that he did not feel it was reasonable to penalize individuals or businesses who chose not to follow this style.

Mr. Ciani stated that the standard 12 in. letter size permitted east of A1A is too small, and felt 18 in. was a more appropriate size. He also noted that some corner buildings require two different lettering sizes depending upon their location. Mayor Vincent suggested that corner buildings could permit larger letters on both sides due to the proximity of the main road. The Commissioners agreed by consensus to have Staff look further into this issue and bring back a proposed policy change for greater flexibility on corner buildings.

Commissioner Oldaker asked what a business would have to do to request consistently sized signs on two sides of a corner building. Development Services Director Connors

replied that this would either require a Code change or the smaller sign would need to change to Midcentury Modern. Some signs may not be changed because of the restrictions of nonconforming structures.

Town Manager Vance advised that Staff plans to initiate development team meetings where topics such as this can be discussed at length, including goals for individual business and/or property owners. He and Development Services Director Connors can review Code with these owners to identify the potential for greater flexibility.

Development Services Director Connors continued that another issue was the limitation of signs to three colors. This Code provision dates back to 2001 and is intended to ensure some level of relationship between multiple signs on a single building. Greater flexibility is allowed if a business has a registered trademark.

Vice Mayor Sokolow reiterated that he was not in favor of this type of uniformity and would prefer to see greater individuality expressed through signage. He considered the flexibility afforded trademarks to be an inconsistency. Town Attorney Trevarthen advised that this is also in respect for federal trademark law.

Mayor Vincent agreed that the Town's unique character should allow for more than one color on a building. He felt the current system is reasonable for most businesses. It was determined that there was no new direction to be explored with regard to color regulations.

The current industry standard for sign area, with and without a background, is measured by width and height. In the case of signs with a larger first letter, the measurement is based on the height of the largest letter.

Vice Mayor Sokolow noted that most systems used to design signs can instantaneously calculate the area of letters, logos, and other features. He did not believe Midcentury Modern signs should be allowed a greater area. If differently sized sections of a sign, such as lettering and logos, are calculated differently, the resulting total could be significantly smaller.

Anthony Delia, representing 101 Ocean, commented that the restaurant was only allotted one sign despite multiple storefronts, and asked if it would be possible to add another sign on either the Commercial Boulevard or the El Mar Drive side. Town Manager Vance suggested that Mr. Delia meet with the Staff management team to determine if there were ways to increase the business's flexibility.

Development Services Director Connors noted that 32 sq. ft. is an industry standard for signage, which means sign companies are often familiar with providing signs of these dimensions. Most sign square footage requested is less than 32 sq. ft., as the Town's store frontages are relatively small. Code also allows for buildings set back a certain

distance from the street or above a certain height to increase the size of the sign's letters. Very few signs exceed the
32 ft. limitation, no matter how they are measured, unless the signs are grandfathered under Code or use Midcentury Modern design.

Mr. Foti asked if there is a limit to the number of signs allowed on a building. Development Services Director Connors explained that in the B-1 district, a business may have one permanent sign per building street frontage, with an additional permanent awning, directory, or hanging sign allowed, up to a total of 32 sq. ft. If a building houses multiple businesses, they may have as many signs as businesses. Window or decal signs are not considered permanent signage and may cover up to 25% of a window.

3.c Downtown Discussion – Sidewalk Café

Development Services Director Connors advised that Staff is currently reviewing the Town's Sidewalk Café Ordinance, as some of its provisions are outdated. Staff looked at the regulations of other nearby cities and would like direction from the Commission on potential changes to the Ordinance, including whether or not outdoor bars should be addressed and whether wait staff stations may be located outside.

With regard to outdoor bars, Development Services Director Connors explained that some businesses have added these features to their outdoor dining areas. Code does not specifically prohibit outdoor bars. In addition, when the Ordinance was first written in 1993, permanent barriers were required for sidewalk café areas; however, this language was later deleted to promote a more inviting area. Some businesses have since asked if they could erect barriers.

Mayor Vincent proposed considering the barrier issue on a case-by-case basis. Development Services Director Connors advised that the barriers, which could include features such as planters, could block a portion of public sidewalk. There was Commission consensus that barriers not be allowed in the public right-of-way.

Another issue is storage of sidewalk cafés. Staff suggests allowing on-street storage at night, but ensuring that the tables are open and unchained by a set time in the next morning.

Development Services Director Connors concluded that some businesses would like to provide sidewalk cafés, but only for a limited time, without the full year-round charge. At present, businesses must pay for the full year for a sidewalk café. She recommended that if this provision is added to Code, the business owner should specify how long s/he would like to have the sidewalk café at the beginning of the fiscal year in October. They can be charged on a quarterly basis. The Commission agreed by consensus against this provision.

It was pointed out that some businesses with sidewalk cafés are less thorough than others in keeping those areas clean, and that the Town should ensure that each business takes care of this necessity. Town Manager Vance agreed that Staff would follow up on this issue.

4. ADJOURNMENT

With no further business to come before the Commission at this time, the meeting was adjourned at 7:33 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen

6-12-19

Date

EXHIBIT 2

ORDINANCE NO. 2020-04

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE SEA, AMENDING CHAPTER 30, UNIFIED LAND DEVELOPMENT REGULATIONS, ARTICLE VIII, SIGN REGULATIONS, TO AMEND REGULATIONS AND PROHIBITIONS APPLICABLE TO SIGNAGE, REVISE SIGN REQUIREMENTS AND STANDARDS, SIGN REGULATIONS BY SIGN TYPE AND BY ZONING DISTRICT; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Lauderdale-By-The-Sea (the "Town") finds and determines that the Town's land development regulations are required to regulate signs as provided by Section 163.3202(2)(f), Florida Statutes; and

WHEREAS, the Town Commission does not wish to censor speech, but rather to provide for the public welfare by regulating signage in the Town in a manner that enhances the aesthetics of the community, reduces visual pollution, provides clear information and minimizes distractions to drivers in the interests of traffic safety; and

WHEREAS, the Town Commission recognizes that changes to the adopted Code of Ordinances (the "Town Code') are periodically necessary in order to ensure that the Town's regulations are current and consistent with the Town's planning and regulatory needs; and

WHEREAS, the Town Commission desires to modify and amend the Town sign regulations to address sandwich signs, regulations applicable to signs on the beach, address letter size for commercial businesses and create additional standards for monument signs; and

WHEREAS, the Town Commission desires to modify and clarify certain sign regulations and further makes the detailed findings set forth in Section 30-500 of the Town Code as to the purpose of the Town's sign regulations, and the substantial and compelling governmental interests that are advanced by these regulations; and

WHEREAS, the Town Commission finds and determines that this Ordinance is consistent with all applicable policies of the Town's adopted Comprehensive Plan; and

EXHIBIT 2

ORDINANCE NO. 2020-04

WHEREAS, the Town Commission reiterates its desire that there be an ample and unequivocal record of its intention that the severability clauses it has adopted related to its sign regulations shall be applied to the maximum extent possible, even if less speech would result from a determination that any exceptions, limitations, variances, or other sign provisions are invalid or unconstitutional for any reason whatsoever; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, has reviewed this Ordinance at a duly noticed hearing on February 5, 2020, and recommended Approval; and

WHEREAS, the Town Commission conducted a first and second reading of this Ordinance at duly noticed public hearings, as required by law, and after having received input from and participation by interested members of the public and staff, the Town Commission has determined that this Ordinance is consistent with the Town's Comprehensive Plan and in the best interest of the Town, its residents, and its visitors.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AS FOLLOWS:

SECTION 1. Recitals. The foregoing "Whereas" clauses are ratified and confirmed as being true, correct and reflective of the legislative intent underlying this Ordinance and are hereby made a specific part of this Ordinance.

SECTION _2. Amendment. Article VIII, Sign Regulations, Chapter 30, Zoning, is hereby amended to read as follows[1]:

ARTICLE VIII. - SIGN REGULATIONS

***

Sec. 30-502. - Exempt signs.

[1] Additions to text are shown in underline. Deletions to text are shown in ~~strikethrough~~.

EXHIBIT 2

ORDINANCE NO. 2020-04

Exempt from permitting. The Town has a compelling interest in allowing the following signs in order to comply with State and local laws and to promote public safety on Town property and/or in the street right-of-way. Any sign which does not meet the criteria of this section and is not specifically permitted elsewhere in this article is prohibited. All signs exempt from permitting pursuant to this section may be erected and displayed, provided:

***

(d) The following signs may be installed without a sign permit, provided they meet the requirements listed below and are otherwise in conformance with this article.

***

(6) Each non-residential use is permitted one sign on a door, column, wall, interior side of a window, or podium, not to exceed three square feet. Any window sign under this section shall count toward the 25 percent window coverage maximum.

~~(6)~~(7) Warning or danger signs, no larger than four square feet in size, up to a cumulative maximum of 16 square feet per property;

~~(7)~~ (8) *Real estate sign:*

(9) Sandwich Signs

~~(8)~~ (10) Lettering or numbering applied to parking space wheel stops.

***

Sec. 30-505. - Prohibited signs.

Any sign found posted or otherwise affixed upon any public property contrary to the provisions of this article shall be removed by the Town and stored up to 30 days upon which the sign(s) will be discarded if not claimed by the owner. The person responsible for any such posting shall be liable for the cost incurred in the removal and storage thereof, and the Town is authorized to effect the collection of said cost.

The following types of signs are expressly prohibited within the Town:

***

~~(k) Sandwich signs;~~

~~(l)~~(k) Signs placed upon fences, benches, trash receptacles, newsracks or posted on a tree;

~~(m)~~(l) Signs placed on any portion of the ~~public~~ beach or dune as defined in Chapter 5 of the Town Code;

~~(n)~~(m) Signs that do not meet the design, material and fabrication requirements of this article;

~~(o)~~(n) Signs that produce or emit any type of sound or odor;

~~(p)~~(o) Signs that could possibly be mistaken as traffic control signs/devices thereby creating a safety hazard;

~~(q)~~(p) Signs with unshielded lighting elements, except neon signs;

~~(r)~~(q) Snipe signs;

~~(s)~~(r) Stationary vehicle or trailer signs; and

~~(t)~~(s) Streamers, spinners, and feather signs.

Sec. 30-506. - General design standards.

***

(6) *Maximum sign letter size*.

a. The size of an individual letter or symbol in any type of sign copy shall not exceed 12 inches in height or width for businesses located east of North Ocean Drive (does not include businesses facing North Ocean Drive) and 18 inches in height or width for businesses located west of or facing North Ocean Drive and corner businesses facing Commercial Boulevard and Ocean Drive, except that:

1. The sign letter size may be increased by one inch for each 25 feet that the sign is set back from nearest street right-of-way; and

2. The sign letter size may be increased by one inch for each 25 feet that the sign is mounted above the elevation of the nearest sidewalk or crown of the road, whichever is higher. (For example, the lettering may be one inch larger if the sign is posted at 25 feet above the crown of the road or sidewalk, and two inches larger if the sign is posted at 50 feet above the crown of the road or sidewalk.)

***

Sec. 30-507. - Restrictions and standards by sign type.

EXHIBIT 2

ORDINANCE NO. 2020-04

***

(g) *Monument identification sign.*

(1) Monument identification signs south of Pine Avenue, and all such signs in the RM-50 district, shall comply with the following standards ~~in addition to the standards in paragraph (3)~~:

a. One monument identification sign with one or two faces, is permitted per street frontage, when located on a plot with 200 feet or greater of continuous frontage on the same street.

b. A monument sign shall not exceed six (6) feet in height or 32 square feet in sign area and shall be set back at least ten (10) feet from any public street right-of-way;

c. No monument sign may be placed within 30 feet of a street intersection or in any location that would obstruct cross-visibility at a driveway intersection or would obstruct cross-visibility for back-out parking; and

d. A monument sign shall be perpendicular to the ground and may be perpendicular or parallel to the primary building façade.

(2) Monument identification signs north of Pine Avenue in the RM-15, RM-16 and RM-25 and R-5 districts shall comply with the following standards ~~in addition to the standards in paragraph (3)~~:

a. One monument identification sign with one or two faces, is permitted per street frontage, when located on a plot with 200 feet or greater of continuous frontage on the same street, and shall not exceed six (6) feet in height or 32 square feet in sign area which shall be set back at least ten (10) feet from any public right-of-way.

b. Properties having less than 200 feet of continuous frontage on the same street may have up to two (2) monument signs, not to exceed five (5) square feet in area and five (5) feet in height which shall be set back at least ten (10) feet from any public right-of-way.

c. No monument sign may be placed within 30 feet of a street intersection or in any location that would obstruct cross-visibility at a driveway intersection or would obstruct cross-visibility for back-out parking; and

d. A monument sign shall be perpendicular to the ground and may be perpendicular or parallel to the primary building façade.

e. *Sign structure.* The supporting structure of a monument sign shall not be less in width than 20 percent of the width of the sign face, inclusive of any box,

cabinet or frame. The supporting structure for sign faces, inclusive of any box, cabinet or frame, which are less than nine feet in width, may be less than 20 percent of the width of the sign face but not less than 18 inches. No copy shall be permitted on the supporting structure other than the building address.

f. *Minimum clearance.* All monument signs having a supporting structure less in width than the sign face, inclusive of any box, cabinet, border or frame, shall maintain a minimum vertical clearance of eight feet, except that such signs eight feet in height or less shall maintain a maximum vertical clearance of three feet. Vertical clearance shall be measured from the sidewalk adjacent to the sign or, in the absence of sidewalks, measured from the crown of the right-of-way adjacent to the sign, to the bottom of the box, cabinet, border or frame of the sign face.

~~(3) All monument identifications signs shall comply with the following requirements:~~

~~a. No monument sign may be placed within 30 feet of a street intersection or in any location that would obstruct cross-visibility at a driveway intersection or would obstruct cross-visibility for back-out parking; and~~

~~b. A monument sign shall be perpendicular to the ground and may be perpendicular or parallel to the primary building façade.~~

***

Sec. 30-508. - Sign regulations by zoning district.

***

(b) *RM-15, RM-16, RM-25, RM-50, and R-5 districts.* Single-family and duplex residences and plots located in the RM-25 district shall be subject to the sign regulations as listed for the RS-4, RS-5 and RD-10 districts listed above.

Only the following types of signs are permitted within the RM-15, RM-16, RM-25, RM-50 and R-5 districts, subject to the limitations and requirements contained in the definitions and restrictions and standards by sign type and the general design standards sections of these regulations, and subject to the additional limitations stated below:

***

(7) Sandwich Signs

a. Location requirements. The location of a sandwich sign shall be permitted consistent with the following:

i. Permitted within the RM-25 Zoning district for special accessory uses to transient uses if:

a. located in front of the customer service entrance it advertises, excluding areas within the public right-of-way;

b. placed and located in a safe manner that provides for a clear pedestrian path and unobstructed vehicular traffic flow and circulation;

c. located outside the required landscaping; and

d. removed and placed indoors during the hours the special accessory use is closed.

b. Dimensional requirements. The height and size of a sandwich sign shall be as follows:

i. Maximum of 42 inches in height; and

ii. Maximum of 24 inches in width.

c. Number. One sandwich sign shall be permitted per business. Buildings with multiple businesses shall be limited to one sandwich sign per customer service entrance.

d. No anchoring. Signs shall not be anchored to the sidewalk or attached or chained to poles, newspaper vending boxes, or other structures or appurtenances.

e. Storm Warnings. Signs shall be removed and placed indoors when storm warnings are issued, so as not to become a hazard during a storm event.

f. Penalty. Any sign found posted or otherwise affixed upon public property contrary to the provisions of this article shall be removed by the Town and stored up to 30 days upon which the sign(s) will be will be discarded if not claimed by the owner. The person responsible for any such posting shall be liable for the cost incurred in the removal and storage thereof, and the Town is authorized to effect the collection of said cost.

(c) *B-1 and B-1-A districts.* Only the following types of signs are permitted within the B-1 and B-1-A districts, subject to the limitations and requirements contained in the definitions and restrictions and standards by sign type and the general design standards sections of these regulations, and subject to the additional limitations stated below:

***

EXHIBIT 2

ORDINANCE NO. 2020-04

~~(7) Each non-residential use is permitted one sign on a door, column, wall, interior side of a window, or podium, not to exceed three square feet. Any window sign under this section shall count toward the 25 percent window coverage maximum.~~

(7) Sandwich Signs

a. Location requirements. The location of a sandwich sign shall be permitted consistent with the following:

i. Permitted within the B-1 and B1-A Zoning districts if:

a. placed adjacent to the structure in which the business is located;

b. located in front of and within two (2) feet of the customer service entrance to the business it advertises and in a manner that provides for a minimum five-foot clear pedestrian path;

c. located outside the required landscaping; and

d. removed and placed indoors during the hours the business is closed.

b. Dimensional requirements. The height and size of a sandwich sign shall be as follows:

i. Maximum of 42 inches in height; and

ii. Maximum of 24 inches in width.

c. Number. One sandwich sign shall be permitted per business. Buildings with multiple businesses shall be limited to one sandwich sign per customer service entrance.

d. No anchoring. Signs shall not be anchored to the sidewalk or attached or chained to poles, newspaper vending boxes, or other structures or appurtenances.

e. Storm Warnings. Signs shall be removed and placed indoors when storm warnings are issued, so as not to become a hazard during a storm event.

f. Penalty. Any sign found posted or otherwise affixed upon public property contrary to the provisions of this article shall be removed by the Town and stored up to 30 days upon which the sign(s) will be will be discarded if not claimed by the owner. The person responsible for any such posting shall be liable for the cost incurred in the removal and storage thereof, and the Town is authorized to effect the collection of said cost.

***

EXHIBIT 2

ORDINANCE NO. 2020-04

Sec. 30-510. - Landmark and mid-century modern signs.

***

(b) Mid-century modern signs.

***

(2) *New mid-century modern style signs.* An application may be filed for a conditional use permit or as part of a site plan application for a new ~~m~~Mid-century ~~m~~Modern style permanent on-premise sign, for a ~~m~~Mid-century ~~m~~Modern style building, that does not meet the requirements of this article. All signs proposed on the building shall be consistent in style. As part of a conditional use or site plan review, the Town Commission may waive any of the requirements of these sign regulations upon a finding that the proposed sign complies with the mid-century modern architectural style as addressed in section 30-51, "Architectural review standards," of the Town Code and the Town's architectural design guidelines.

***

Section 3. Codification. This Ordinance shall be codified in accordance with the foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Conflicting Ordinances. All prior ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of said conflict.

EXHIBIT 2

ORDINANCE NO. 2020-04

Section 6. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage on second reading.

Passed on the first reading, this ___ day of _____, 2020.

Passed and adopted on the second reading, this ___ day of _____, 2020.

_____

MAYOR CHRIS VINCENT

	First Reading	Second Reading
Mayor Vincent	_____	_____
Vice-Mayor Sokolow	_____	_____
Commissioner Oldaker	_____	_____
Commissioner Strauss	_____	_____
Commissioner Malkoon	_____	_____

ATTEST:

_____

Tedra Smith, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

_____

Susan L. Trevarthen, Town Attorney

NON APPROVED

TOWN OF LAUDERDALE-BY-THE SEA

PLANNING AND ZONING BOARD

MEETING MINUTES

Jarvis Hall - 4505 Ocean Drive

Wednesday, February 5, 2020

1. CALL TO ORDER

Chair Ferrante called the Planning and Zoning (P&Z) Board meeting for the Town of Lauderdale-By-The-Sea (L-B-T-S) to order at approximately 6:00 PM.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was recited.

ROLL CALL

Members present were Chair William Ferrante, Alan Bluestein, Howard Goldberg, Jeffrey Whyte, 1st Alternate Emeline Savidge, and 2nd Alternate Wayne Dillistin. The absentee member was Bernard Petreccia. Also present were Town Attorney James White, Development Services Director Linda Connors, Planner Jhanelle Campbell and Planning Technician Sydney Ramirez. (Note, for this meeting, 2nd Alternate Wayne Dillistin would participate but not vote.)

3. APPROVAL OF MINUTES

a. Previous Meeting Minutes – January 7, 2020

Mr. Whyte made a motion to approve the minutes of the regular P&Z Meeting of January 7, 2020 as presented. The motion was seconded by Mr. Bluestein. The motion carried 5-0.

4. PUBLIC COMMENTS

Chair Ferrante called for general public comments at this time which were not specific to the item on the agenda but there were no members of the public present. The Chair closed this portion of public comments.

5. TOWN PLANNER REPORT

Development Services Director Linda Connors said that the March P&Z Meeting was currently scheduled for March 4, 2020. The election was March 17th and at that time, the board would be dissolved. The Town Commission appoints the new board in April, at their second meeting on April 24, 2020. She explained that there was a property owner who wanted to revise their site plan application, and would prefer not waiting until the April P&Z Meeting. Development Services Director Connors told the property owner that if they submitted their application and the board was available to meet on March 11th and not March 4th, the Town would try to get them on the March agenda. So far, there was one board member with a conflict and she asked the other board members to let Planning Technician Sydney Ramirez know if they could attend on March 11th. She reminded the public that if they were interested in serving on the P&Z Board, they needed to get their application in. Also, the present board members need to let City Clerk Tedra Allen know if they were interested in being considered for reappointment.

6. NEW BUSINESS

a Ordinance 2020-03 Sign Code Amendments

The Chair introduced the agenda item and Development Services Director Linda Connors explained about the proposed Ordinance 2020-03 being presented tonight regarding sign code amendments. She reminded the board that the Town Commission held a workshop in May 2019 to discuss downtown issues such as noise, signs, and sidewalk café regulations. Tonight the board would hear the proposed ordinance to amend the current sign code regulations in two ways. Currently, sandwich signs were prohibited in Town and they asked the P&Z Board to consider allowing them west of A1A or fronting Ocean Drive. It should be one sign per business and placed adjacent to the business ensuring a minimum pedestrian path was maintained. Staff was also recommending regulations including but not limited to the sandwich sign must be removed and placed indoors when storm warnings were issued, placed indoors when the business was closed, not placed in landscape areas, 42" in height and 24" in width size limitation, the sandwich sign cannot be anchored to the sidewalk or chained to structures, and that the Town could remove them if the sandwich sign was not in compliance with the Town's regulations. The other way of amending signs was by maximum sign letter size explaining that size was previously established by the speed someone would pass a wall sign. She explained that the Town Commission suggested a slight amendment for corner properties allowing 18" letters for corner businesses fronting Commercial Boulevard and Ocean Drive. Staff was also requesting that the language in the Code for monument signs should be amended for clarity. The Town should establish a maximum size of 32 sq. ft. north of Pine Avenue and to remove any inconsistencies. We also have an exemption in the Code for Mid-Century Modern signs but it should only be for permanent signs.

Chair Ferrante wanted to know staff's recommendation for sandwich signs east of the beach area and Director Connors answered that the pedestrian path must be maintained, especially in the sidewalk café areas. Chair Ferrante felt, especially on the weekends, a path would be hard to maintain with a sandwich sign there because of heavy foot traffic. Mr. Goldberg concurred that there would be limited space with sandwich signs there but for businesses west of A1A, we have to find a way to keep them part of our vibrant community. Signs have to be there and we must focus on that area. Development Services Director Connors explained the way the proposed ordinance was written now. Mr. Goldberg, as a resident and Chamber of Commerce member, was recommending sandwich signs west of A1A, restricted in the east, and only to the west of A1A fronting Commercial. Ms. Savidge felt that sandwich signs were super helpful and a useful tool for all restaurants and bars. She felt they should be allowed for everyone. Mr. Goldberg felt that businesses in the east already have the advantage of location and we must drive business to the other side. We need bigger signs on the street.

Chair Ferrante said that businesses east of A1A were allowed wall signs that were restricted to a certain size. Mr. Whyte liked Mr. Goldberg's thoughts and suggested maybe a billboard sign installed higher up showing what was in each plaza. Mr. Dillistin felt that signs higher up were needed in the west where his business was located. However, he felt that we should not stop anyone from using a sandwich sign, if they wanted one for their business but it must be off the sidewalk and out of pedestrian areas. Development Services Director Connors explained that all the buildings were built to the property line, so sandwich signs would not be on private property, but rather in the Town right-of-way. Mr. Dillistin suggested placing a sandwich sign on top of a table.

Mr. Goldberg reiterated that they have to find some way to benefit the commercial people on the west. Mr. Whyte felt that if the board wanted to focus on the west, then that was what we should do. Mr. Dillistin said that we need signage out on Commercial by the street, if we want to help businesses in the west. Development Services Director Connors explained that this proposed ordinance was following up on what the Town Commission suggested which was to

consider sandwich signs. She clarified that there was a provision in the Code that allowed a business to post their menu on the wall. Mr. Goldberg spoke about how signs for the Food Market on Sunday in El Prado Park would get more people to attend.

Development Services Director Connors suggested getting the board's consensus on topics discussed tonight. There was board consensus for (1) amending the code for the Mid-Century Modern signage for permanent signs, (2) amending the language for monument signs for consistency in the code, (3) amending the maximum size of a letter on corner property to 18" for consistency in the code, and (4) allowing sandwich board signs in Town. Discussion ensued when Mr. Goldberg suggested allowing sandwich board signs only west of A1A (eliminating them from the east side of Town) for a 90-day test period to try to drive more traffic to the west. Then Mr. Whyte asked about sandwich signs on the east side. Chair Ferrante felt that the east side would probably not put the signs out during the season as there was foot traffic during that time. Maybe they would put them out when the season was over. Development Services Director Connors said that the way the proposed ordinance was written was that sandwich signs were allowed west of A1A on Commercial fronting A1A. Mr. Bluestein asked about other types of signs like permanent signs, not just sandwich board signs, to be allowed for those in the west. Ms. Savidge would like sandwich signs for everyone. Public comments were requested but as there were no members of the public present, public comments were opened and then closed.

> Mr. Goldberg made a motion to recommend approval to the Town Commission of the proposed ordinance as written. The motion was seconded by Mr. Bluestein. For discussion, four were in agreement and Ms. Savidge was not in disagreement but only wanted the motion to be more inclusive and proffered that the ordinance should allow everyone, east and west, a sandwich sign and the rest of the ordinance was fine as written. She asked the maker of the motion and the second if they would accept an amended motion in place of theirs that would include sandwich signs (east and west) for everyone and they agreed with no objection. Discussion ensued and Town Attorney James White spoke about their amending the motion.
>
> Ms. Savidge made an amended motion to recommend approval to the Town Commission of the proposed ordinance with only one amendment that sandwich signs would be permitted in both the east and west. The motion was seconded by Mr. Whyte. The motion carried 4-1 (Mr. Bluestein opposed).

Development Services Director Connors read into the record how line 68 of the proposed ordinance would be changed. She said that the proposed ordinance would be brought in front of the Town Commission at their February 25, 2020 meeting.

Development Services Director Connors inquired again about the change of date for the March 2020 P&Z Meeting from March 4th to March 11th. It was determined that there would be enough board members for a March 11, 2020 P&Z Meeting, so the meeting date of March 4 would be changed.

7. OLD BUSINESS

Ms. Savidge said she was absent for the January 2020 P&Z Meeting and asked about the subject of controlling noise level discussed at last month's meeting. Development Services Director Connors said it was suggested that a restaurant's speakers should be positioned so that the patrons in the restaurant could hear the music but the music would not be heard on the street, thus controlling noise level.

8. UPDATES/BOARD MEMBER COMMENT

9. ADJOURNMENT

Mr. Goldberg made a motion to adjourn at approximately 6:40PM. The motion was seconded by Mr. Bluestein. The motion carried 5-0.

_____

Chair William Ferrante

ATTEST: Date Accepted: _____

Development Services Director Linda Connors

_____