

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, May 28, 2024

6:30 PM



Jarvis Hall 4505 N. Ocean Drive
www.Lauderdalebythesea-fl.gov

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

Mayor Edmund Malkoon
Vice Mayor Randy Strauss
Commissioner Richard DeNapoli
Commissioner John A. Graziano
Commissioner Theo Pouloupoulos

Linda Connors, Town Manager
Susan Trevarthen, Town Attorney
Katrina Adler, Town Clerk

Regular Town Commission

Tuesday, May 28, 2024, 6:30 PM
Jarvis Hall 4505 N. Ocean Drive

1. **CALL TO ORDER, MAYOR EDMUND MALKOON**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION by Pauline Brooks McGuinness representing the Bahai Faith**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
 - 5.a. Legislative Update from Senator Pizzo
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
 - 7.a. BSO April 2024 Public Safety Report
8. **TOWN MANAGER REPORT**
 - 8.a. Town Manager Report
 - 8.b. March 2024 Finance Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a. Approval of Minutes for April 30, 2024.
11. **CONSENT AGENDA**
 - 11.a. Renewal of Town Contracts
12. **OLD BUSINESS**
13. **NEW BUSINESS**
 - 13.a. Commissioner Graziano - Consider recognizing all federal holidays.
 - 13.b. Special Event Application: COQUI Surf Camp 2024
 - 13.c. Resolution 2024-20: 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.
 - 13.d. 4326 North Ocean Drive - Tax Sale

13.e. South Silver Shores Traffic Study

13.f. Hamilton's Valet Parking Request

14. COMMISSIONER COMMENTS

14.a. Commissioner DeNapoli - MPO Update

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

17. RESOLUTIONS – PUBLIC COMMENTS

18. QUASI JUDICIAL PUBLIC HEARINGS

18.a. Conditional Use (2024-CUS-01) request to install a sign with a maximum letter height of 18 inches where 12 inches is permitted per Town Code Section 30-510 at 4200 El Mar Drive.

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 ENSURE 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.

INVOCATION:

The Invocation before each Town Commission meeting is a voluntary service of a private citizen, offered to serve the spiritual needs of the members of the Town Commission and solemnize the meeting. It is not intended to be an opportunity to advance or disparage one faith or belief over another. The views expressed in the Invocation have not been previously reviewed by the Town and do not necessarily represent the beliefs of any Town employee or official. No person is required to be present at or participate in the Invocation, and the decision whether to be present or participate in the Invocation will not affect any person's right to actively participate in the official business of the Town or obtain any benefit from the Town. The Town's written Invocation policy is available on its website, and upon written request to the Town Clerk.all static



Agenda Item No: 5.a.

Town Commission Agenda Item Report

Meeting Date: May 28, 2024

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Legislative Update from Senator Pizzo

Explanation: Each year, after the legislative session concludes, the Senator prioritizes visiting our 20 cities and providing a legislative update.

Recommendation: N/A

Exhibits: None



Agenda Item No: 7.a.

Town Commission Agenda Item Report

Meeting Date: May 28, 2024

Submitted By: William Wesolowski, Captain, Broward County Sheriff's Office

Submitting Department: Administration

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO April 2024 Public Safety Report

Explanation: BSO April 2024 report prepared by Captain William Wesolowski.

Recommendation: Accept/Approve

Exhibits:

1. BSO April 2024 Report



Date: May 3, 2024

To: Linda Connors
Town Manager

From: Captain William Wesolowski
Commander, Lauderdale by the Sea District

Subject: BSO Public Safety Report- April 2024

PERSONNEL CHANGES:

On April 2, 2024, Sergeant Brian Nicoletti retired from the Broward Sheriff's Office.

On April 20, 2024, Sergeant Luis Rivera transferred into the Lauderdale by the Sea District from the Dania Beach District.

EMPLOYEE OF THE MONTH: Detective Benya Koos

On 4/05/24, Detective Koos was patrolling the district in his unmarked unit and observed an unknown W/M with a bright multi-colored sweatshirt, at the bike rack of the Plunge Beach Resort (4660 N Ocean Dr). He had recently observed the same subject riding a black bicycle, which was now on the ground next to him. Detective Koos then watched the subject remove a blue rental bike from the bike rack and get on it. The subject then picked up the black bike and "towed it" while he rode the blue bike. Detective Koos followed him south on El Mar Dr and was able to photograph him with the two bicycles.

At 4433 El Mar Dr, Detective Koos requested back-up and detained the subject, who produced a blue keychain with a small separate tab that said BIKE 30 on it. However, he was in possession of BIKE 31. He then said he had found the keychain in the street and went to get the bicycle to return it to where he had found the key. Plunge Resort staff verified the bike was taken without permission and he would prosecute. It was later determined key #30 had been lost by a hotel guest.

A records check of suspect Carlos Alberto Gutierrez (W/M 12/07/1981) determined he had 2 prior theft convictions (1-Petit Theft 1-Grand Theft), and he was currently on probation. As a result, the Petit Theft was charged as a Felony as was the Violation of Probation.

Due to Det. Koos' proactive attitude, tenacity, and exemplary investigative skills, a prolific thief, who boldly committed crimes mid-day, was arrested, and charged with (2) felonies, removing him from LBTS community. In recognition of his outstanding efforts, Det. Koos was awarded the Employee of the Month for April 2024.

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. Deputies conducted 4.5 hrs. of bike patrol.

- **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 282 miles and 37.5 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. One (1) individual was experiencing a mental health crises and was Baker Acted. Seven (7) individuals experiencing homelessness were contacted during this period. Six individuals refused services and one individual was transported to the Pompano Beach shelter for services.
- **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 @ www.sheriff.org.
- **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 Wesolowski and Lieutenant Sutter to provide information to the public via social media. Follow us **@BSOLBTS**.

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

On Sunday, April 7, 2024, Lieutenant Sutter and CSIA Anderson set up the district tent at the Lauderdale by the Sea Farmer's Market. Law Enforcement Torch Run merchandise benefitting the Special Olympics was sold and district outreach items were distributed.

From Monday, April 22, 2024, through Tuesday, April 30, 2024, the Lauderdale by the Sea District provided assistance to the Sea Ranch Lakes Police Department with security of the Chabad by the Sea during Passover services. Directed Patrol DP24-04-01 was conducted with no issues.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2404-000053 (Deputy Ogando)
DATE/TIME: 4/4/24
LOCATION: 4615 W. Tradewinds Ave.
ARRESTEE: Matthew L. Gates W/M 3/24/83
VICTIM: FPL
VEHICLE: Green Honda SUV CA Tag 9CSA783
INCIDENT: Accident Hit and Run (Arrest)
SUMMARY: Deputy Ogando observed a green Honda SUV traveling southbound on W Trade Winds Avenue with extensive front end damage. Deputy Ogando conducted a traffic stop at Bayview Drive and NE 47th street and contacted the driver of the vehicle. The driver stated that he hit a light pole while driving in the neighborhood. No injury was reported on scene. The vehicle was towed by Sal's Towing. Four citations were issued to the driver. FPL responded to the scene and cut the power to the hanging cables. FPL stated they are to return in the morning to restore the power.

CASE: 13-2404-000063 (Dep Cathcart)
DATE/TIME: 04/03/24 @ 1022 hrs
LOCATION: 279 Codrington Dr
SUSPECT: Roberto Picard W/M 07/20/1953
VICTIM: Elena Rivera W/F 9/9/1951
INCIDENT: Simple Battery/Domestic Violence (Arrest)
SUMMARY: Victim Elena Rivera responded to the BSO LBTS offices to report her husband, Roberto Picard, had intentionally struck her at approx. 2100 hrs the prior evening. Rivera stated she and Picard reside in the same home; however, they are in the midst of a divorce. Rivera said Picard became hostile/agitated and swung a TV remote at her face. Rivera raised her hands defensively, and the remote struck her left hand, causing visible bruising/swelling. Picard was located at the residence and taken into custody without incident.

CASE: 13-2404-000064 (Dep. Swadkins)
DATE/TIME: 4-3-24 @ 1100 hrs.
LOCATION: 4301 Seagrape Dr
VICTIM: Hayley McIlwraith W/F 1-11-87
VEHICLE: Black 2016 Mercedes Benz AMG C Class
INCIDENT: Delayed Burglary Conveyance
SUMMARY: An unknown suspect entered the unlocked vehicle sometime overnight and took a Gucci wallet, Florida DL, \$40 in cash, sunglasses, and a sweatshirt. Approximate loss is \$1210.00. The neighbor who was not home at the time may have video of the incident.

CASE: 13-2404-000066 (Dep Bickel)
DATE/TIME: 04/03/24 @ 1130 hrs
LOCATION: 4050 N Ocean Dr
SUSPECT: Unidentified W/M & B/M
VICTIM: Linda Clark
INCIDENT: Petit Theft/Bicycle
SUMMARY: Victim Clark requested a delayed report of a theft which occurred on Sunday 03/31/24. Video surveillance depicts a black male and a white male suspect walking suspiciously through the area but does not capture the actual theft of the bicycle.

CASE: 13-2404-000071 (Dep Klier)
DATE/TIME: 04/03/24 @ 1620 hrs
LOCATION: 4241 Seagrape Dr
SUSPECT: Unknown
VICTIM: Andrew Johnson
INCIDENT: Burglary Conveyance/Theft
SUMMARY: The victim discovered this morning that his vehicle was burglarized and ransacked; however, he decided to go to work instead and did not report the crime until 1624 hrs this afternoon. The victim further reported 1 bicycle was taken approx. 1 week prior and not reported. On this date he reported a second bicycle was stolen from the porch and three separate vehicles were burglarized. Several items of property were taken including a laptop computer. The numerous cameras installed at the location are all inoperable. A pair of garden gloves found next to the vehicles were recovered. It is of note these crimes occurred directly across the street from case 13-2404-00064, which occurred at the same time at 4301 Seagrape Dr.

CASE: 13-2404-000106 (Det Koos)
DATE/TIME: 04/05/24 @ 1730 hrs
LOCATION: 4660 El Mar Dr (The Plunge)
ARRESTEE: Carlos Alberto Gutierrez W/L/M 12/07/1981
VICTIM: Plunge Hotel
INCIDENT: Theft (Felony 2 prior convictions) (Arrest)
SUMMARY: Det Koos surveilled a suspicious male near the bike rack outside the Plunge Hotel. The suspect then utilized a key he found and unlocked a bicycle reserved for hotel guests. He then rode away on the bike, while 'towing' a second bike he arrived on. The suspect was arrested for the theft. A criminal history check revealed numerous prior arrests and 2 prior theft convictions, making the current crime a Felony. Suspect Gutierrez is also currently on Felony Probation for Grand Theft and was accordingly violated.

CASE: 13-2404-000109 (Dep. Alvarez)
DATE/TIME: 04/05/24 @ 1917Hrs
LOCATION: 256 Commercial Blvd (La Cucina)
SUSPECT: Unknown W/F
VICTIM: La Cucina Restaurant
INCIDENT: Criminal Mischief
SUMMARY: An unknown W/F entered the La Cucina restaurant demanding to use the restroom, and the employees at the business denied her access to the restroom. The female became irate causing a scene at which time she grabbed a wine glass from the table and threw in on the ground causing it to shatter. The female fled the business in a vehicle afterwards. The business had to replace several customers entrees due to the possibility of glass fragments entering their food. The total loss was estimated at \$600.

CASE: 13-2404-000143 (Deputy Boyian)
DATE/TIME: 04/07/2024 @ 2256 hrs.
LOCATION: 4500 N Ocean Dr
VEHICLE: Chrysler
ARRESTEE: Jimmy Moise BM DOB: 08/17/1997
INCIDENT: Traffic Stop/Warrant (Arrest) **LPR Alert**
SUMMARY: Dep Boyian was monitoring the District LPR alert system and was alerted to a vehicle owner with a DWLS alert. A traffic stop was conducted, and investigation revealed the Driver was driving on suspended DL. The driver also had two outstanding arrest warrants for DWLS/No valid DL. Subject arrested TOT Main Jail.

CASE: 13-2404-000168 (Deputy Suarez)
DATE/TIME: 04/08/2024 @ 2356 hrs.
LOCATION: Commercial Blvd/E Tradewinds Ave
VEHICLE: 2019 Gray Ford Fiesta
ARRESTEE: Lavelle Hadley, BM DOB: 12/05/1989
INCIDENT: Traffic Stop/Warrant Arrest (Arrest)
SUMMARY: Dep Suarez conducted a traffic stop on a vehicle for violation of traffic control device. A records check revealed the driver had an outstanding arrest warrant from Illinois for failure to appear regarding Assault/Weapon charges. Out of state warrant was confirmed, \$75,000 bond, and will extradite. Subject arrested TOT Main Jail.

CASE: 13-2404-000177 (Dep Cathcart)
DATE/TIME: 04/09/24 @ 1421 hrs
LOCATION: 12 Commercial Blvd (Pier parking lot)
ARRESTEE: Peter Cimicky, WM DOB: 10/16/2004
ARRESTEE: Emmanuel Xavier White, BM DOB: 06/08/2003
ARRESTEE: Enzo Paola Delucchi, WM DOB: 05/04/2002
ARRESTEE: Keivonta Marguis Brook, BM DOB: 01/04/2006
VICTIM: Leon Padula W/M 11/04/1963
VEHICLE: 2023 Land Rover, Titanium, FL/GFV24
INCIDENT: Grand Theft Auto (Arrest)
SUMMARY: Victim, Leon Padula contacted 911 to report his Land Rover had just been stolen. Padula said he parked his Land Rover in the Pier parking lot at approx.. 1230 hrs. and went to lunch. He then received a phone notification that his vehicle GPS indicated it was travelling westbound on Commercial Blvd. Deputies and detectives responded to various locations indicated by both the GPS and an Apple tag inside the vehicle; however, the vehicle could not be located. Padula stated **he did leave the key fob inside the unlocked vehicle**, and that this was the 3rd vehicle stolen from him during the preceding several months. The vehicle was entered into Teletype. No video of the theft was available. Several hours later, the victim provided an updated GPS location to the BSO BAT Team, who located the vehicle at 4406 NW 6th Av, in Oakland Park. The subjects then drove the vehicle to 2081 Griffin Road, parked it, and entered a second vehicle. The second vehicle was stopped by BAT and TITAN units and 4 subjects taken into custody under case 90-2404-003427. Two firearms were located, one of which was reported stolen out of Miami.

CASE: 13-2404-000 (Dep Cathcart)
DATE/TIME: 04/09/24 @ 1046 hrs
LOCATION: 221 Commercial Blvd (Law Office)
SUSPECT: Cecile Ammar W/F 03/19/1981
VICTIM: Debra Trach W/F 09/24/1952
INCIDENT: Fraud
SUMMARY: Victim Trach advised she is an attorney and her former paralegal, Cecile Ammar, fraudulently impersonated her by electronically signing court documents in her name. The victim stated she received a 'rule to show cause' from a judge, who demanded to know why she was not appearing for court dates. It was then discovered Ammar was fraudulently using her name and seeing clients on weekends and evenings, charging \$650 per hour in fees. The judge issued a bench warrant for Ammar, who has cancelled her phone and whose whereabouts are currently unknown. Dep Cathcart then met with a second victim, who indicated she is one of the clients fraudulently represented by Ammar. The value of the fraud is yet to be determined.

CASE: 13-2404-000181 (Deputy Pitulan)
DATE/TIME: 04/09/2024 @ 1856 hrs.
LOCATION: 1830 S Ocean Blvd
VEHICLE: 2019 White Audi
VICTIM: Robert Galante, WM. DOB: 09/14/1958

JUVENILE ARRESTEE: BM DOB: 07/14/2009

JUVENILE ARRESTEE: BM DOB: 10/22/2007

INCIDENT: Burglary Conveyance (Arrest)

SUMMARY: A security guard from 1333 S Ocean Blvd, observed two juveniles loitering/trespassing on property where a Tesla Model Y was stolen (04/07/24 11-2404-0002511) a few days prior. The juveniles were seen by the resident bicycle storage area. The witness followed the juveniles whom road off on bicycles. The witness observed the juveniles unlawfully enter a white 2019 Audi, owned by the listed victim, at 1830 S Ocean Blvd. The juveniles then left this area and road across the street to 1965 S Ocean Blvd and began lurking around this residential complex. Deputies were dispatched to this area reference a burglary vehicle in progress. Once deputies arrived, the juveniles threw their bicycles over a southern fence and began to ride along Coral Reef Drive in an attempt to flee the area. Deputy Suarez immediately observed the juveniles and detained them with assistance from members of Alpha Green Squad. A show up was conducted with positive ID of both juveniles. The Victim wished to press criminal charges and the juveniles were arrested and TOT'ed to D13 for processing, then to JAC on felony burglary conveyance charges. A Tesla Key card was found in the possession of the one of the juveniles who are both brothers, and it was turned over to BSO Pompano Beach Dep Cleveland ref further investigation of the prior reported/recovered stolen Tesla.

CASE: 13-2404-000183 (Deputy Boyian)
DATE/TIME: 04/09/2024 @ 2008 hrs.
LOCATION: 4319 N Ocean Drive (Walgreens)
SUBJECT: Unknown
VEHICLE: Mercury Grand Marquis, FL Temp Tag DH06112
INCIDENT: Retail Theft

SUMMARY: Unknown adult male suspect entered the Walgreens and removed \$181.00 worth of laundry detergent, walked past all points of sale, and exited the store without payment. The Subject then placed the stolen items inside the trunk of an awaiting Mercury Grand Marquis sedan in poor condition bearing a Florida temp tag # DH06112 with a secondary subject as the driver. Both subjects then left the area with the stolen items. LPR records check revealed negative results on provided temp tag. Report completed.

CASE: 13-2404-000211 (Dep. Swadkins)
DATE/TIME: 3-11-24 @0834 hrs. Occurred on 3-9-24
LOCATION: 4649 Bougainvilla Dr Unit 1
SUSPECT: Unknown
VICTIM: Madonna Kubichka W/F 6-25-59 and Daniel Kubichka W/M 6-25-59
INCIDENT: Burglary Residence-Delayed

SUMMARY: Madonna called to report that her purse, some costume jewelry, and her US passport were taken from inside of her dresser that was located in her bedroom. She last saw it yesterday. Her brother Daniel also said his wallet, 2 credits cards, and \$25 in cash were missing from the kitchen table area after he used it at Publix on the 8th. They always leave the north and south door open when someone is home. There was no sign of forced entry. No video was located in the area. Total loss is approximately \$665.00.

CASE: 13-2404-000230 (Dep. Swadkins)
DATE/TIME: 4-12-24 @ 0954 hrs.
LOCATION: 4537 Poinciana St #3
SUSPECT: Shimon Buhadana W/M 11-15-68 (Landlord)
VICTIM: Don Kozich W/M 1-26-46 Unit 4
INCIDENT: Criminal Mischief and Theft (Arrest)
SUMMARY: The landlord was checking on a water leak inside of unit 3, when the tenant of unit 4 walked inside with his camera, intending to document the leak. The landlord defensively pushed the victim because he was not expecting anyone inside of the apartment and it caught him off guard. The landlord then grabbed the camera out of the victim's hand and smashed it on the floor after removing the memory card. The SD card was thrown somewhere in the yard and was not able to be recovered. An NTA was issued to landlord Shimon for Criminal Mischief and Theft. The victim initially entered unit 3 because water has been leaking on the floor into his unit for about a week. This is an ongoing issue between the landlord and tenant. Lt. Sutter and Sgt. Bachan were on scene as well as Code Enforcement.

CASE: 13-2404-000243
DATE/TIME: 04/13/2024 0130 hours
LOCATION: 1 Commercial Blvd.
SUSPECT: Ryan (NFI)
VICTIM: W/F
INCIDENT: Sexual Battery
SUMMARY: On 4/13/24, at approx. 0130 hrs., the Victim reported to the authorities that she was sexually assaulted by the suspect Ryan while they were traveling in her car coming from Aruba's Beach Café to her residence in Fort Lauderdale. According to the victim, the suspect grabbed her breast and placed his fingers in her vagina against her will. She reported that she repeatedly asked the suspect to stop, but he persisted in his actions. Once at her residence suspect left without any further incident and she contacted the police to report the incident. Victim and suspect had been drinking alcoholic beverages at the restaurant prior to the incident. Victim refused to go to the Sexual Assault Treatment Center.

CASE: 13-2404-000359 (Deputy Figueroa)
DATE/TIME: 04/17/2024 @ 2052 hrs.
LOCATION: Datura Ave and Bougainville Dr.
ARRESTEE: Paul Mark Mangiardi W/M DOB: 08/18/1964.
INCIDENT: DUI (Arrest)
SUMMARY: Deputies were dispatched to an unknown medical call where a driver was found asleep behind the wheel while in the roadway. Contact was made with the driver where it was determined the driver was intoxicated. DUI task force responded to the scene to investigate before the suspect was placed into custody for DUI. The suspect was charged with DUI, DWLS and TOT Main Jail.

CASE: 13-2404-000451
DATE/TIME: 4/21/24~0200 HRS
LOCATION: 2 Palm Ave
VICTIM: John Bower, W/M, 7/71/54
SUSPECT: B/M
INCIDENT: Grand Theft
SUMMARY: The victim reported he took an Uber from Aruba Beach Café to 2 Palm Ave. While sitting on a bench, the above-described subject engaged him in a conversation, then fled the scene with the victim's fanny pack containing his I-phone, wallet w/ \$100 cash, (5) credit /

debit cards. The suspect fled west on Palm Ave., then south on N. Ocean Drive. At approximately 12:30 PM, the victim tracked his i-phone to the Swap Shop in Lauderhill and attempted to retrieve the phone from a vendor.

CASE: 13-2404-000475
DATE/TIME: 04/22/24, 1540 HRS
LOCATION: 262 Commercial Blvd (Big Cat Bikes)
VICTIM: Big Cat Bicycles
SUSPECT: Unknown mixed race or Hispanic male
INCIDENT: Grand Theft
SUMMARY: Suspect walked into Big Cat Bicycles inquiring on purchasing an electric bicycle. Store manager Jose Torres allowed subject to take the bike, \$1650.00 Big Cat Wild Cat, for a test ride. Suspect left eastbound and never returned. Torres did not get a name or any other information from the suspect. No video in store. Unknown serial number for bike.

CASE: 13-2404-000470
DATE/TIME: 04/23/24, 0940 HRS
LOCATION: 1500 S Ocean Blvd
VICTIM: Pauline Healey, 80 years old
SUSPECT: Unknown
INCIDENT: Fraud
SUMMARY: Pauline advised she had an issue logging onto her tablet and received a popup message stating that she had to call the listed number and speak with a representative from Microsoft for assistance. Pauline called the phone number and talked to a person who claimed to be a representative from Microsoft. The victim was then transferred to a second subject who advised he would assist her with investing in Bitcoin. The victim then conducted three separate withdrawals from the Bank of America at Commercial Blvd and Federal Highway and deposited the funds into a Bitcoin ATM machine, located at 3655 N. Dixie Hwy. The victim made several attempts to contact the subject with negative results.

CASE: 13-2404-000593 (Dep. Swadkins)
DATE/TIME: 3-27-24 @ 0613 hrs.
LOCATION: 4613 N Ocean Drive
ARRESTEE: Darrin D Richmond B/M 2-15-85
INCIDENT: Felony Warrant (Arrest)
SUMMARY: Sea Ranch Lakes PD Officer requested assistance from LBTS regarding a suspicious person that had caused a disturbance in the Publix Plaza. SRLPD followed Darrin Richmond into LBTS jurisdiction and requested we respond. A Teletype check by Dep Swadkins revealed an active warrant out of Tennessee for Felony Aggravated Assault and Robbery (D0CC646295). The warrant was confirmed and indicated Tennessee will extradite. Additional unrelated non-extraditable warrants were also found from Ohio.

CASE: 13-2404-000594 (Dep Klier)
DATE/TIME: 04/27/24 @ 0700 hrs
LOCATION: 4136 Seagrape Dr #4
ARRESTEE: W/F Michelle O'Connor 12/21/84
ARRESTEE: W/F Brittney Vindel 02/17/06
VICTIM: William Lacy W/M 11/17/1950
VEHICLE: 2024 4D white Lexus IS250 (FL tag #LKDS77)
INCIDENT: Grand Theft Auto (Arrest)
SUMMARY: Victim advised on 4/25/24 at 2200 hours, he parked his vehicle at his residence.

On 4/27/24 at 0700 he noticed his vehicle was missing. Victim said all doors were locked; however, he is missing a key fob. The victim revealed 'he met an unidentified W/F approx. 40 YOA in the town center area on 4/25/24 and invited her back to his apartment.' He stated, 'he doesn't remember much after that.' Vehicle last seen on LPR in Lighthouse Point on 4/26/24 between 0900-1240 hours. Affidavit signed and entered into Teletype. There were no surveillance cameras in the area.

On 4-28-24, Pompano Beach units located the vehicle in Pompano occupied by two females. The females were detained pending the investigation. While being detained, both females were found in possession of narcotics. Det. Koos responded to Pompano Beach to interview the suspects. Both females were charged accordingly. The vehicle was recovered from the scene.

CASE: 13-2404-000625 (Dep. Roach)
DATE/TIME: 4-28-24 @ 0130 hrs.
LOCATION: 14 Commercial Blvd-(Pier-14 Restaurant)
SUSPECT: Unknown B/M
VICTIM: W/M Michael Schlichtig -02/26/69
INCIDENT: Theft (Petit)

SUMMARY: The victim, Schlichtig was sitting at the bar talking with his friends. He set his phone on the bar at Pier-14 for a brief moment when an unknown black male removed the phone and then fled in an unknown direction. Surveillance footage was reviewed and captured the unknown black male picking up the victim's cell phone. The subject has been seen in the area in the past. Units circulated the area in an attempt to find the subject which produced negative results. The cell phone could not be tracked at this time.

MONTHLY ARREST LOGS:

Misd/Fel	Charge	Streetnbr	Street
Fel	Burglary Conveyance-Unoccupied	1850	S Ocean Blvd
Fel	Burglary Conveyance-Unoccupied	1850	S Ocean Blvd
Misd	Drive While License Suspended/Revoked with Knowledge	4400	N Ocean Dr
Fel	Warrant-Failure to Appear-Assault with Weapons	249	Commercial Blvd/E Trade Winds
Misd	Petit Theft 2nd Degree 1st Offense	4537	Poinciana St
Misd	Petit Theft 2nd Degree 1st Offense	4537	Poinciana St
Fel	Petit Theft 2nd Degree 3rd or Subsequent Offense	4660	N Ocean Dr
Misd	Battery-Domestic Violence	279	Codrington Dr
Fel	DUI Alcohol or Drugs 3rd Violation within 10 Years	199	Datura Av/Bougainvilla Dr
Fel	Warrant-Aggravated Battery	4613	N Ocean Dr

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2023 YTD	2024 YTD
AUTO THEFT	2	0	6	5
BURGLARY-BUSINESS	0	0	1	0
BURGLARY-CONVEYANCE	4	4	4	11
BURGLARY-RESIDENCE	1	0	0	1
BURGLARY-STRUCTURE	0	0	0	0
FORCIBLE SEX	1	0	0	1
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	2	1	2
HOMICIDE	0	0	0	0
ROBBERY	0	1	0	1
THEFT-GRAND	3	0	16	12
THEFT-PETIT	6	8	15	19
TOTALS	17	15	43	52

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	28
COP Hours Worked - Month	93
COP Patrol Miles - Month	275
COP Hours Worked - YTD	412
COP Patrol Miles - YTD	1,037

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

COP Beach Patrol Hours – Month	24
COP Beach Patrol Hours - YTD	72.5

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	2024 YTD
Reserve Deputy - Days Worked	3	15
Reserve Deputy - Hours Worked	26	152

MONTHLY STAFFING AND STATISTICAL REPORT:

The April 2024 Monthly Staffing and Statistical Report is attached.



Lauderdale by the Sea

Monthly Activity

APRIL 2024

Reports/Calls		Traffic	
Miscellaneous Service		Types of Citation	
Event Reports	38	Non-Moving / Moving Citation	140
Accidents	9	Parking	0
Calls for Service	705	Warnings	133
		Total Citations	273
Arrests		Time Worked	
Type of Arrest		Hours Worked	
Felony	5	Bike Patrol	4.50
Misdemeanor	2	Court Overtime	12
Warrant (Felony)	2	Training Hours	128
Warrant (Misd.)	2	Detached	6
DUI (Misdemeanor)	0	Other Overtime	115
NIC (Felony)	0	Days Worked	30
NIC (Misdemeanor)	0		
DV (Felony)	0		
DV (Misd.)	0		
Total Arrests	11		
General		Narrative	
FI	5	ATV/UTV: 282 Miles / 37.5 Hours Reserve Deputies worked 3 shifts (26 hrs)	
Truant	0		
Truant Debriefed	0		
Elder Link	0		



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

April 30, 2024

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	1	
Sergeant	4	4	
Deputy Sheriff	19	18	1
Community Service Aide	1	1	
Administrative Specialist	1	1	
Clerical Specialist (P/T)	1	1	
TOTAL	28	27	

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
Sgt. Luis Rivera	12590	Assigned to D13	Transferred in from D2
Sgt. Brian Nicoletti	13550	Retired	Retired from BSO after 26 years of service

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Deputy Manuel Alvarez	14964	QRF	Adjunct Training	6
			TOTAL	6



Town Commission Agenda Item Report

Meeting Date: May 28, 2024

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report

Explanation: Following is the Town Manager's report for May 28, 2024.

1. Bollywood!

On Wednesday, May 22nd, the Community Center held a Bollywood event that was organized and hosted by Annie Abraham, one of our community center volunteers. Over 120 people attended the event, which included a presentation about Indian culture, spices and delicious homemade food. Of course there cannot be a Bollywood event without dancing - and this event was no different! The event was enjoyed by all who attended.



2. Commission Workshop Schedule

Attached is the proposed Commission schedule for the remainder of the year including the

planned workshops. Of course, if any emergencies arise, the Town could schedule additional meetings or workshops as required.

3. Overnight Parking in the South End.

As you may recall, at the Commission's last meeting, a resident requested overnight parking closer to his place of residence. Currently, we only have overnight parking available in the A1A lot and 22 parking spaces on Bougainvillea. In these spaces, cars are required to move at 8:00 a.m. to provide employees' spaces in which to park during the day shift. The Commission asked staff to consider options. Staff discussed and is recommending that the parking lot at the Visitor's Center be available for overnight parking at the rate of \$112.35 monthly, which is consistent with the fee charged for parking at the A1A lot. There are 9 parking spaces at the Visitor Center that would be available. The Visitor Center is not open until 9:00 a.m. so the overnight could be allowed until that time, which is another request of the resident. Currently, we have received only one request for overnight parking in the south end.

Commission Action Requested: Provide staff direction regarding overnight parking at the Visitor Center

4. Celebrating our Staff

Last week was National Public Works week and while we are thankful to all of our public works employees that work to make Lauderdale-By-The-Sea a beautiful place in which to live, work, and play, we were especially pleased to honor three individuals for their long tenure of service to our community. Mike Walker, has been working for the Town for the past 30 years. He heads our Building and Public Lands division. Any landscaping or facility that we have in Town, has probably been tended by Mike at one time or another. Will Gordon and Gordon Chase have been with the town for 20 years. Will is Mr. Fix It and keeps our facilities in top working order as well as serving as the Town's unofficial Iguana Wrangler. His smile and laugh are infectious, which has endeared him to both residents and staff alike. If you have been in the Downtown area, you have most likely have seen Gordon. He oversees our beautiful downtown area and has been a key team member in ensuring it always looks immaculate. A native of the northeast who made his way to South Florida, Gordon is known for his sense of humor and his willingness to take on any task to help out the Town. In addition to being a valued member of the Public Works Team, Gordon also previously served as a member of the Volunteer Fire Department. We are so pleased to have such dedicated employees who continue to be part of what helps make this Town a special place to all of us.



5. Ordinances 2024-04 and 2024-05

The second readings of Ordinance 2024-04 regarding digging on the beach and Ordinance 2024-05 regarding the proposed charter amendment to change the municipal election from March to November will be heard at the special Town Commission meeting on June 6 at 6:30 pm. We hope to receive the Supervisor of Elections' review of our proposed language prior to that time, as our deadline to submit the question is June 10.

6. Upcoming Meetings

Date	Time	Meeting
June 5	6:00 PM	Planning and Zoning Meeting
June 6	6:30 PM	Commission Meeting
June 11	5:01 PM	Budget Workshop #2
June 11	6:30 PM	Commission Meeting

Recommendation: N/A

Exhibits:

1. 2024 Commission Meetings Updated

2024 COMMISSION MEETINGS

January 9	6:30 pm
January 23	6:30 pm
February 13	6:30 pm
February 27	6:30 pm
March 12	6:30 pm
April 2	6:30 pm
April 9	6:30 pm
April 30	6:30 pm
May 14 (Budget Workshop)	5:00 pm
May 14	6:30 pm
May 28	6:30 pm
June 6 (Ethics Training)	4:00 pm
June 6	6:30 pm
June 11 (Budget Workshop)	5:00 pm
June 11	6:30 pm
June 25 (Donation Requests & CIP)	5:00 pm
June 25	6:30 pm
July 9	6:30 pm
July 23 (Tentative Millage & Fire Assessment)	5:30 pm
July 23	6:30 pm
August 13	6:30 pm
August 27	6:30 pm
September 12 (1 st Budget Hearing)	5:01 pm
September 12	6:30 pm
September 17-(2 nd Budget Hearing)	5:01 pm
September 17	6:30 pm
October 8 Ethics Training (Tentative)	4:00 pm
October 8	6:30 pm
October 22	6:30 pm
November 12	6:30 pm
December 10	6:30 pm



Agenda Item No: 8.b.

Town Commission Agenda Item Report

Meeting Date: May 28, 2024

Submitted By: Lucila Lang, Finance Director

Submitting Department: Finance

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: March 2024 Finance Report

Explanation: Presented is the March 2024 financial report which consists of the attached Revenue/Expenditure Report (Exhibit 2) and the Cash & Investment Report (Exhibit 3). At the end of March, the Town was 50.00% through the fiscal year.

Recommendation: N/A

Exhibits:

1. March 2024 Finance Report
2. Revenue Expenditure Report March 2024
3. Cash Investment Report March, 2024

The following is a summary of the operating results through 3/31/24; keep in mind that the percentages stated below exclude appropriations:

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	\$ 16,922,144.00	\$ 509,526.00	\$ 16,412,618.00	\$ 13,703,050.55	83.49%	\$ 7,641,107.75	46.56%	\$ 6,061,942.80
Building Fund	\$ 1,253,593.00	\$ 115,000.00	\$ 1,138,593.00	\$ 795,538.55	69.87%	\$ 574,789.35	50.48%	\$ 220,749.20
Sewer Fund	\$ 1,707,217.00	\$ 100,000.00	\$ 1,607,217.00	\$ 504,849.70	31.41%	\$ 569,612.88	35.44%	\$ (64,763.18)
Fire Fund	\$ 1,372,000.00	\$ 198,985.00	\$ 1,173,015.00	\$ 1,126,053.64	96.00%	\$ 506,449.95	43.18%	\$ 619,603.69
Capital Fund	\$ 4,176,905.00	\$ 2,171,905.00	\$ 2,005,000.00	\$ 1,258,104.13	62.75%	\$ 2,058,975.71	49.29%	\$ (800,871.58)
Parking Fund	\$ 3,961,895.00	\$ 800,000.00	\$ 3,161,895.00	\$ 2,038,277.76	64.46%	\$ 2,557,827.52	64.56%	\$ (519,549.76)
Grand Total	\$ 29,393,754.00	\$ 3,895,416.00	\$ 25,498,338.00	\$ 19,425,874.33		\$ 13,908,763.16		\$ 5,517,111.17

Notable items this month are as follows:

General Fund:

- Through the month of March, the Town has received a total of \$11,649,858.97 or 92.82% of Ad Valorem Property Taxes of budgeted amount. (See table below).
- Overall General Fund revenues and expenditures are within budget.

<u>Collection Rates</u>	2020	2021	2022	2023	2024
November	16.31%	24.52%	22.87%	22.43%	23.56%
December	83.28%	83.41%	85.70%	84.17%	83.76%
January	86.44%	87.04%	89.34%	87.32%	86.22%
February	90.52%	90.85%	92.91%	91.31%	90.48%
March	92.65%	92.83%	94.68%	93.10%	92.82%
April	95.88%	97.64%	98.37%	96.88%	
May	97.64%	98.85%	99.10%	97.86%	
June	98.75%	100.17%	99.54%	98.89%	
July	101.03%	101.51%	101.25%	101.23%	

Building Fund:

- Building Permit Fees are at 71.99% of budgeted amount.
- Fund expenditures correlate with the revenues and through this period CAP has billed the Town for four months of their services bringing Building Permit Services to 51.40%.

Sewer Fund:

- Sewer Fund revenues and expenditures are withing expectations for this fiscal year.

Fire Fund:

- Through the month of March, the Town has received a total of \$1,041,804.56 or 91.79% of Property Tax-Fire Assessment of budgeted amount.

Capital Project Fund:

- Activity for the month of March for capital projects is displayed in the chart below:

<u>CIP Projects</u>	<u>Budget</u>	<u>YTD Expenditures</u>	<u>March Expenditures</u>	<u>% Completion</u>	<u>Comments</u>
75th Anniversary Art Installation	\$ 125,000.00	\$ -	\$ -	0.00%	No activity for the month of March.
Downtown Enhancement	\$ 2,000,000.00	\$ 1,809,075.26	\$ 3,707.40	90.45%	Payments made to: Architectural Alliance & Flynn Engineering.
Opticome Emergency Vehicle System	\$ 75,000.00	\$ -	\$ -	0.00%	No activity for the month of March.
Bel-Air-Seawall Repair	\$ 366,678.00	\$ 26,324.68	\$ 17,830.51	7.18%	Payments made to: The Chappell Group & Nuturf of Pompano.
Canal Dredging	\$ 75,000.00	\$ 1,400.00	\$ -	1.87%	No activity for the month of March.
Storm Water Rate Study	\$ 65,000.00	\$ -	\$ -	0.00%	No activity for the month of March.
Beach Renourishment	\$ 116,667.00	\$ 300.95	\$ 300.95	0.26%	Payments made to: Moffatt & Nichol
Pedestrian Amenities	\$ 75,000.00	\$ 53,280.16	\$ -	71.04%	No activity for the month of March.
Friedt Park	\$ 700,000.00	\$ -	\$ -	0.00%	No activity for the month of March.
El Mar Drive	\$ 300,000.00	\$ 97,975.30	\$ -	32.66%	No activity for the month of March.
Entry Feature & Traffic Calm	\$ 150,000.00	\$ 15,577.28	\$ 7,199.51	10.38%	Payment made to: Baxter & Woodman, Inc.
Totals:	\$ 4,048,345.00	\$ 2,003,933.63	\$ 29,038.37		

Parking Fund:

- Parking revenues are at 57.98% of budgeted amount. As shown in the chart below, revenues for the Month of March were down 17.52% when compared to March, 2023.
- Expenditures are within expectations.

The chart below shows a breakdown of revenue by lots:

	<u>November, 2023</u>		<u>December, 2023</u>		<u>January, 2024</u>		<u>February, 2024</u>		<u>March, 2024</u>	
South Ocean	\$ 18,045.64	\$ (87.64)	\$ 16,765.10	\$ (196.91)	\$ 24,638.98	\$ (3,898.94)	\$ 29,515.92	\$ (1,168.02)	\$ 36,244.63	\$ (5,723.54)
Ocean Front Meters	\$ 30,489.77	\$ (6,185.52)	\$ 30,234.36	\$ 556.21	\$ 43,374.13	\$ 2,591.46	\$ 36,221.89	\$ (261.75)	\$ 39,911.88	\$ (9,820.01)
Commercial Blvd. Meters	\$ 7,705.20	\$ 752.55	\$ 8,409.38	\$ 1,610.13	\$ 11,761.27	\$ 3,072.72	\$ 11,750.60	\$ 3,651.07	\$ 11,422.52	\$ (3,541.43)
Parking Meters-Beach	\$ 12,902.60	\$ (2,178.03)	\$ 10,889.32	\$ (1,013.26)	\$ 15,969.98	\$ (4,521.63)	\$ 17,274.52	\$ (1,972.21)	\$ 21,526.11	\$ (5,205.72)
PalM Portal-FDG	\$ 8,253.61	\$ (199.82)	\$ 5,618.08	\$ (1,444.54)	\$ 9,021.60	\$ (1,715.29)	\$ 11,810.90	\$ (354.17)	\$ 16,196.61	\$ (1,932.85)
El Prado Parking Lot	\$ 38,171.41	\$ (4,660.63)	\$ 30,362.03	\$ (5,741.27)	\$ 47,121.21	\$ (14,268.24)	\$ 56,937.37	\$ (7,174.40)	\$ 67,568.22	\$ (18,077.53)
Town Hall Parking Lot	\$ 717.73	\$ (365.54)	\$ 861.05	\$ (131.27)	\$ 2,303.65	\$ 200.44	\$ 2,371.15	\$ (1,408.18)	\$ 4,075.22	\$ (1,579.21)
El Mar Parking Lot	\$ 19,433.09	\$ (5,620.32)	\$ 18,270.04	\$ (1,066.76)	\$ 27,017.34	\$ 1,570.43	\$ 22,859.96	\$ 645.75	\$ 25,583.45	\$ (4,453.89)
A1A Parking Lot	\$ 43,740.47	\$ (2,746.45)	\$ 40,919.00	\$ 177.42	\$ 59,586.81	\$ (6,288.24)	\$ 70,092.25	\$ 4,359.51	\$ 75,402.15	\$ (16,153.90)
Bougainvilla/Poinciana	\$ 15,926.19	\$ 3,205.60	\$ 15,247.34	\$ 2,278.24	\$ 25,106.36	\$ 4,513.96	\$ 26,600.83	\$ 1,527.40	\$ 31,272.30	\$ (3,446.39)
Monthly Total:	\$ 195,385.71		\$ 177,575.70		\$ 265,901.33		\$ 285,435.39		\$ 329,203.09	
Difference from last year \$:	\$ (18,085.80)		\$ (4,972.01)		\$ (18,743.33)		\$ (2,155.00)		\$ (69,934.47)	
Difference from last year %:	-8.47%		-2.72%		-6.58%		-0.75%		-17.52%	

The top producing lots for the month of March were:

1. A1A Parking Lot
2. El Prado Parking Lot
3. Ocean Front Meters
4. South Ocean

In addition to detailed information from parking revenues, the following chart shows the collection of parking fines that are collected at Town Hall, Municipal Citations and RTR Financial Services, Inc. RTR is a collection agency assisting with the past due uncollected parking fines.

Parking Fines	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024
	\$ 1,707.00	\$ 1,655.00	\$ 27,710.00	\$ 13,613.53	\$ 38,895.00	\$ 21,610.69

Note that no monies were received from RTR Financial Services, Inc. as the transition from Republic Parking System, Inc. to One Parking LLC has delayed the collection files and we should see an increase in the coming months.



Lauderdale-By-The-Sea, FL

Budget Report Account Summary

For Fiscal: 2023-2024 Period Ending: 03/31/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
Department: 000000 - NonDesignated						
001-000000-380200 Appropriated Fund Balance	509,526.00	509,526.00	0.00	0.00	-509,526.00	0.00 %
Department: 000000 - NonDesignated Total:	509,526.00	509,526.00	0.00	0.00	-509,526.00	0.00%
Department: 301000 - Ad Valorem Property Taxes						
001-301000-311100 Ad Valorem Property Taxes	12,550,550.00	12,550,550.00	294,449.56	11,649,858.97	-900,691.03	92.82 %
Department: 301000 - Ad Valorem Property Taxes Total:	12,550,550.00	12,550,550.00	294,449.56	11,649,858.97	-900,691.03	92.82%
Department: 301100 - Utility Taxes						
001-301100-311101 Fpl Utility Tax	966,700.00	966,700.00	81,038.89	461,400.66	-505,299.34	47.73 %
001-301100-311440 Gas Utility Tax	22,000.00	22,000.00	2,656.04	9,258.12	-12,741.88	42.08 %
001-301100-314300 Water Utility Tax	182,000.00	182,000.00	16,671.50	81,965.11	-100,034.89	45.04 %
Department: 301100 - Utility Taxes Total:	1,170,700.00	1,170,700.00	100,366.43	552,623.89	-618,076.11	47.20%
Department: 301600 - Francise Taxes						
001-301600-313100 Fl Power & Light Franchise	663,000.00	663,000.00	55,084.09	337,318.06	-325,681.94	50.88 %
001-301600-313300 Waste Franchise Collection	156,999.00	156,999.00	14,426.30	61,317.60	-95,681.40	39.06 %
001-301600-313301 Waste Franchise Adm-fee	9,000.00	9,000.00	0.00	0.00	-9,000.00	0.00 %
001-301600-313400 Gas Franchise	22,000.00	22,000.00	2,647.22	9,149.07	-12,850.93	41.59 %
001-301600-313600 Towing Franchise Fees	800.00	800.00	0.00	0.00	-800.00	0.00 %
Department: 301600 - Francise Taxes Total:	851,799.00	851,799.00	72,157.61	407,784.73	-444,014.27	47.87%
Department: 302000 - Licenses & Permits						
001-302000-321100 Business License Taxes	100,000.00	100,000.00	1,564.30	72,218.51	-27,781.49	72.22 %
001-302000-321110 Sidewalk Cafe Row	40,000.00	40,000.00	400.00	10,832.00	-29,168.00	27.08 %
001-302000-322150 Miscellaneous Permits	500.00	500.00	20.00	723.16	223.16	144.63 %
001-302000-322250 Zoning Permit & Fees	2,500.00	2,500.00	0.00	90.00	-2,410.00	3.60 %
001-302000-322400 Sign Permits	2,000.00	2,000.00	250.00	250.00	-1,750.00	12.50 %
Department: 302000 - Licenses & Permits Total:	145,000.00	145,000.00	2,234.30	84,113.67	-60,886.33	58.01%
Department: 303000 - Intergovernmental Revenues						
001-303000-311120 Municipal Revenue Sharing	180,000.00	180,000.00	17,703.59	106,221.51	-73,778.49	59.01 %
001-303000-311150 Alcoholic Beverage License	16,700.00	16,700.00	0.00	174.80	-16,525.20	1.05 %
001-303000-311180 Sales Tax	500,000.00	500,000.00	40,976.62	210,439.14	-289,560.86	42.09 %
001-303000-312410 Local Op Gas Tax 1 - 6 Cent	67,500.00	67,500.00	4,786.95	29,966.84	-37,533.16	44.40 %
001-303000-312420 Local Op Gas Tax 2 - 5 Cent	48,000.00	48,000.00	3,639.72	21,104.32	-26,895.68	43.97 %
001-303000-315100 Communication Service Tax	325,000.00	325,000.00	25,264.33	126,447.84	-198,552.16	38.91 %
001-303000-334915 Fdot-reimbursable Grant	34,384.00	34,384.00	0.00	0.00	-34,384.00	0.00 %
Department: 303000 - Intergovernmental Revenues Total:	1,171,584.00	1,171,584.00	92,371.21	494,354.45	-677,229.55	42.20%
Department: 304000 - Charges for Services						
001-304000-343902 Site Plan Application Fees	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
001-304000-347500 Tennis - Shuffle Key	12,850.00	12,850.00	2,100.00	10,470.00	-2,380.00	81.48 %
Department: 304000 - Charges for Services Total:	14,850.00	14,850.00	2,100.00	10,470.00	-4,380.00	70.51%
Department: 305000 - Fines & Forfeitures						
001-305000-354150 Fines,trafficviolation,citatio	32,000.00	32,000.00	6,064.32	19,459.07	-12,540.93	60.81 %
001-305000-354160 Code Enforcement Fines	25,000.00	25,000.00	12,400.00	64,600.00	39,600.00	258.40 %
001-305000-359100 Other Fines & Alarms	3,000.00	3,000.00	0.00	0.00	-3,000.00	0.00 %
Department: 305000 - Fines & Forfeitures Total:	60,000.00	60,000.00	18,464.32	84,059.07	24,059.07	140.10%
Department: 306000 - Miscellaneous Revenues						
001-306000-361100 Interest Earnings	25,000.00	25,000.00	47,380.87	204,360.80	179,360.80	817.44 %
001-306000-362000 Rent/lease Royalties	120,000.00	120,000.00	10,000.00	63,400.00	-56,600.00	52.83 %
001-306000-365400 Recycling Revenue	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
001-306000-366100 Donations	10,000.00	10,000.00	0.00	13,850.00	3,850.00	138.50 %
001-306000-369100 Miscellaneous Revenues	101,135.00	101,135.00	22,936.76	38,316.60	-62,818.40	37.89 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 03/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-306000-369200	Miscellaneous Applications	15,000.00	15,000.00	500.00	3,535.00	-11,465.00	23.57 %
001-306000-369201	Miscellaneous Merchandisesales	5,000.00	5,000.00	1,831.20	3,560.77	-1,439.23	71.22 %
001-306000-369250	Recreational Activities Fee	1,500.00	1,500.00	645.00	17,562.60	16,062.60	1,170.84 %
001-306000-369500	miscellaneous Lobbyist	500.00	500.00	0.00	200.00	-300.00	40.00 %
001-306000-369901	Insurance Reimbursement	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		298,135.00	298,135.00	83,293.83	344,785.77	46,650.77	115.65%
Department: 511000 - Commission							
001-511000-500110	Commission Salaries	122,556.00	122,556.00	6,529.24	39,175.44	83,380.56	31.97 %
001-511000-500210	Employer Fica Taxes	9,491.00	9,491.00	447.68	2,686.04	6,804.96	28.30 %
001-511000-500220	Retirement	55,124.00	55,124.00	3,831.37	22,805.70	32,318.30	41.37 %
001-511000-500230	Group Insurance	80,000.00	80,000.00	4,624.49	36,752.00	43,248.00	45.94 %
001-511000-500345	Contractual Services	7,300.00	7,300.00	1,196.25	2,433.75	4,866.25	33.34 %
001-511000-500510	Office Supplies	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
001-511000-500512	Elections	20,000.00	20,000.00	0.00	1,192.83	18,807.17	5.96 %
001-511000-500540	Dues & Subscriptions	3,000.00	3,000.00	0.00	858.00	2,142.00	28.60 %
001-511000-500545	Training	6,000.00	6,000.00	1,109.40	4,050.60	1,949.40	67.51 %
001-511000-500550	Operating Expenses	15,200.00	15,200.00	33.70	4,762.48	10,437.52	31.33 %
Department: 511000 - Commission Total:		320,171.00	320,171.00	17,772.13	114,716.84	205,454.16	35.83%
Department: 511100 - Donation-Non Profits							
001-511100-500820	Donations-aids To Private Org	66,500.00	66,500.00	0.00	56,000.00	10,500.00	84.21 %
Department: 511100 - Donation-Non Profits Total:		66,500.00	66,500.00	0.00	56,000.00	10,500.00	84.21%
Department: 511200 - Visitor Center							
001-511200-500120	Regular Salaries	76,967.00	76,967.00	3,305.02	17,096.37	59,870.63	22.21 %
001-511200-500210	Employer Fica Taxes	5,966.00	5,966.00	252.83	1,307.87	4,658.13	21.92 %
001-511200-500220	Retirement	13,130.00	13,130.00	416.27	2,198.71	10,931.29	16.75 %
001-511200-500230	Group Insurance	3,000.00	3,000.00	0.00	4,078.94	-1,078.94	135.96 %
001-511200-500340	Sewer/wastewater	4,200.00	4,200.00	232.57	1,463.42	2,736.58	34.84 %
001-511200-500345	Contractual Services	10,000.00	10,000.00	85.00	148.75	9,851.25	1.49 %
001-511200-500430	Electric Service	2,000.00	2,000.00	87.86	643.15	1,356.85	32.16 %
001-511200-500431	Water Service	5,050.00	5,050.00	327.79	2,054.53	2,995.47	40.68 %
001-511200-500463	Service Maintenance Contracts	3,000.00	3,000.00	120.05	778.24	2,221.76	25.94 %
001-511200-500495	Special Events	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
001-511200-500506	Printing & Binding	5,775.00	5,775.00	73.01	146.28	5,628.72	2.53 %
001-511200-500520	Bldg. Maintenance	10,000.00	10,000.00	280.83	427.16	9,572.84	4.27 %
001-511200-500550	Operating Expenses	8,050.00	8,050.00	231.50	1,495.15	6,554.85	18.57 %
Department: 511200 - Visitor Center Total:		148,638.00	148,638.00	5,412.73	31,838.57	116,799.43	21.42%
Department: 513000 - Administration							
001-513000-500120	Regular Salaries	633,527.00	633,527.00	51,458.45	302,328.46	331,198.54	47.72 %
001-513000-500140	Overtime Salaries	4,000.00	4,000.00	389.48	2,126.92	1,873.08	53.17 %
001-513000-500210	Employer Fica Taxes	48,962.00	48,962.00	3,871.45	19,711.04	29,250.96	40.26 %
001-513000-500220	Retirement	147,570.00	147,570.00	13,461.72	78,149.62	69,420.38	52.96 %
001-513000-500230	Group Insurance	135,000.00	135,000.00	8,447.93	65,488.92	69,511.08	48.51 %
001-513000-500315	Professional Services	34,500.00	34,500.00	0.00	1,700.00	32,800.00	4.93 %
001-513000-500320	Audit Expense	47,000.00	47,000.00	24,500.00	36,500.00	10,500.00	77.66 %
001-513000-500344	Hr Expenses	5,000.00	5,000.00	241.30	580.40	4,419.60	11.61 %
001-513000-500345	Contractual Services	52,900.00	52,900.00	5,116.63	35,673.57	17,226.43	67.44 %
001-513000-500463	Service Maintenance Contracts	53,973.00	53,973.00	1,107.21	37,087.68	16,885.32	68.72 %
001-513000-500506	Printing & Binding	4,200.00	4,200.00	0.00	500.00	3,700.00	11.90 %
001-513000-500508	Postage	6,500.00	6,500.00	-282.86	2,488.66	4,011.34	38.29 %
001-513000-500510	Office Supplies	8,000.00	8,000.00	1,071.75	6,509.10	1,490.90	81.36 %
001-513000-500525	Uniform Expense	500.00	500.00	0.00	0.00	500.00	0.00 %
001-513000-500540	Dues & Subscriptions	9,675.00	9,675.00	110.73	3,618.46	6,056.54	37.40 %
001-513000-500545	Training	22,000.00	22,000.00	700.00	4,307.67	17,692.33	19.58 %
001-513000-500550	Operating Expenses	23,750.00	23,750.00	2,427.12	9,443.68	14,306.32	39.76 %
Department: 513000 - Administration Total:		1,237,057.00	1,237,057.00	112,620.91	606,214.18	630,842.82	49.00%
Department: 514000 - Town Attorney							
001-514000-500310	Legal Expense	360,000.00	360,000.00	24,575.65	97,972.85	262,027.15	27.21 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 03/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-514000-500314	Litigation	98,000.00	98,000.00	0.00	625.00	97,375.00	0.64 %
Department: 514000 - Town Attorney Total:		458,000.00	458,000.00	24,575.65	98,597.85	359,402.15	21.53%
Department: 519000 - General							
001-519000-500311	Advertisements	7,500.00	7,500.00	735.89	1,712.69	5,787.31	22.84 %
001-519000-500315	Professional Services	260,500.00	260,500.00	26,031.11	103,559.38	156,940.62	39.75 %
001-519000-500345	Contractual Services	100,700.00	100,700.00	-1,920.40	30,216.26	70,483.74	30.01 %
001-519000-500349	Community Mobility Services	250,000.00	250,000.00	19,734.24	118,405.44	131,594.56	47.36 %
001-519000-500451	Auto, Property & Liability Ins	279,500.00	279,500.00	0.00	248,189.66	31,310.34	88.80 %
001-519000-500452	Workers Compensation Insur	82,000.00	82,000.00	0.00	25,975.50	56,024.50	31.68 %
001-519000-500463	Service Maintenance Contracts	22,000.00	22,000.00	0.00	6,000.00	16,000.00	27.27 %
001-519000-500497	Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
001-519000-500511	Computer Expense	0.00	0.00	4,788.00	0.00	0.00	0.00 %
001-519000-500525	Uniform Expense	225.00	225.00	0.00	0.00	225.00	0.00 %
001-519000-500550	Operating Expenses	92,000.00	92,000.00	0.00	49,271.46	42,728.54	53.56 %
001-519000-500552	Recycling And Solid Waste Exp	60,000.00	60,000.00	4,926.40	27,360.09	32,639.91	45.60 %
Department: 519000 - General Total:		1,254,425.00	1,254,425.00	54,295.24	610,690.48	643,734.52	48.68%
Department: 519100 - Tourism and Community Outreach							
001-519100-500120	Regular Salaries	139,769.00	139,769.00	5,178.84	30,991.49	108,777.51	22.17 %
001-519100-500140	Overtime Salaries	5,000.00	5,000.00	131.09	715.65	4,284.35	14.31 %
001-519100-500210	Employer Fica Taxes	11,113.00	11,113.00	406.48	2,427.28	8,685.72	21.84 %
001-519100-500220	Retirement	19,713.00	19,713.00	715.42	4,254.38	15,458.62	21.58 %
001-519100-500230	Group Insurance	30,000.00	30,000.00	1,023.57	8,502.22	21,497.78	28.34 %
001-519100-500311	Advertisements	23,000.00	23,000.00	0.00	7,670.00	15,330.00	33.35 %
001-519100-500315	Professional Services	60,000.00	60,000.00	0.00	140.25	59,859.75	0.23 %
001-519100-500345	Contractual Services	6,524.00	6,524.00	0.00	0.00	6,524.00	0.00 %
001-519100-500347	Programs	10,300.00	10,300.00	65.40	3,251.57	7,048.43	31.57 %
001-519100-500495	Special Events	240,800.00	240,800.00	16,423.43	76,386.92	164,413.08	31.72 %
001-519100-500506	Printing & Binding	12,000.00	12,000.00	50.00	4,379.70	7,620.30	36.50 %
001-519100-500540	Dues & Subscriptions	2,800.00	2,800.00	42.71	1,942.75	857.25	69.38 %
001-519100-500550	Operating Expenses	1,250.00	1,250.00	0.00	52.38	1,197.62	4.19 %
Department: 519100 - Tourism and Community Outreach Total:		562,269.00	562,269.00	24,036.94	140,714.59	421,554.41	25.03%
Department: 521000 - Police Department							
001-521000-500141	Bso Overtime	80,000.00	80,000.00	18,669.02	50,451.87	29,548.13	63.06 %
001-521000-500345	Contractual Services	5,998,142.00	5,998,142.00	499,844.92	2,962,761.78	3,035,380.22	49.39 %
001-521000-500352	Contract Services	7,000.00	7,000.00	0.00	4,996.19	2,003.81	71.37 %
001-521000-500520	Bldg. Maintenance	2,000.00	2,000.00	505.96	505.96	1,494.04	25.30 %
001-521000-500550	Operating Expenses	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00 %
001-521000-500640	Capital Outlay - Equip & Mach	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %
Department: 521000 - Police Department Total:		6,106,142.00	6,106,142.00	519,019.90	3,018,715.80	3,087,426.20	49.44%
Department: 523000 - Emergency Medical Services							
001-523000-500345	Contractual Services	460,000.00	460,000.00	38,333.33	229,999.98	230,000.02	50.00 %
Department: 523000 - Emergency Medical Services Total:		460,000.00	460,000.00	38,333.33	229,999.98	230,000.02	50.00%
Department: 524000 - Development Services							
001-524000-500120	Regular Salaries	281,794.00	281,794.00	21,253.41	127,480.44	154,313.56	45.24 %
001-524000-500140	Overtime Salaries	7,000.00	7,000.00	26.86	76.52	6,923.48	1.09 %
001-524000-500210	Employer Fica Taxes	21,825.00	21,825.00	1,683.89	10,089.09	11,735.91	46.23 %
001-524000-500220	Retirement	56,454.00	56,454.00	4,862.06	28,980.78	27,473.22	51.34 %
001-524000-500230	Group Insurance	71,000.00	71,000.00	4,096.59	32,399.73	38,600.27	45.63 %
001-524000-500315	Professional Services	55,000.00	55,000.00	0.00	3,326.76	51,673.24	6.05 %
001-524000-500345	Contractual Services	321,325.00	321,325.00	19,765.80	128,497.98	192,827.02	39.99 %
001-524000-500462	Fuel	0.00	0.00	-163.26	0.00	0.00	0.00 %
001-524000-500463	Service Maintenance Contracts	9,500.00	9,500.00	0.00	1,352.64	8,147.36	14.24 %
001-524000-500506	Printing & Binding	4,000.00	4,000.00	348.97	397.37	3,602.63	9.93 %
001-524000-500508	Postage	4,200.00	4,200.00	458.20	1,227.69	2,972.31	29.23 %
001-524000-500510	Office Supplies	3,200.00	3,200.00	0.00	734.82	2,465.18	22.96 %
001-524000-500525	Uniform Expense	600.00	600.00	0.00	0.00	600.00	0.00 %
001-524000-500540	Dues & Subscriptions	6,000.00	6,000.00	0.00	975.00	5,025.00	16.25 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 03/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-524000-500545	Training	7,500.00	7,500.00	569.24	1,785.26	5,714.74	23.80 %
001-524000-500550	Operating Expenses	12,000.00	12,000.00	97.68	1,303.59	10,696.41	10.86 %
Department: 524000 - Development Services Total:		861,398.00	861,398.00	52,999.44	338,627.67	522,770.33	39.31%
Department: 541100 - Mun Srvsc - Public Works Div							
001-541100-500120	Regular Salaries	1,071,315.00	1,071,315.00	73,152.96	427,706.39	643,608.61	39.92 %
001-541100-500140	Overtime Salaries	65,000.00	65,000.00	3,050.88	25,125.77	39,874.23	38.66 %
001-541100-500210	Employer Fica Taxes	83,103.00	83,103.00	5,970.08	35,522.24	47,580.76	42.74 %
001-541100-500220	Retirement	163,094.00	163,094.00	12,761.60	74,184.54	88,909.46	45.49 %
001-541100-500230	Group Insurance	285,000.00	285,000.00	17,975.62	141,302.69	143,697.31	49.58 %
001-541100-500315	Professional Services	50,000.00	50,000.00	9,500.00	17,537.36	32,462.64	35.07 %
001-541100-500340	Sewer/wastewater	18,000.00	18,000.00	1,723.74	6,995.50	11,004.50	38.86 %
001-541100-500345	Contractual Services	744,800.00	744,800.00	41,006.45	269,704.52	475,095.48	36.21 %
001-541100-500410	Communications	60,000.00	60,000.00	6,367.17	37,346.07	22,653.93	62.24 %
001-541100-500430	Electric Service	58,000.00	58,000.00	4,011.03	25,745.51	32,254.49	44.39 %
001-541100-500431	Water Service	180,000.00	180,000.00	17,707.16	103,831.27	76,168.73	57.68 %
001-541100-500433	Electric Service-streets	70,000.00	70,000.00	5,356.39	32,234.06	37,765.94	46.05 %
001-541100-500445	Equip Rent/lease	20,000.00	20,000.00	1,578.16	18,166.57	1,833.43	90.83 %
001-541100-500460	Equipment Maintenance	40,000.00	40,000.00	2,372.58	31,688.05	8,311.95	79.22 %
001-541100-500461	Vehicle Maintenance	20,000.00	20,000.00	5,062.44	29,482.66	-9,482.66	147.41 %
001-541100-500462	Fuel	60,000.00	60,000.00	1,411.30	10,847.52	49,152.48	18.08 %
001-541100-500463	Service Maintenance Contracts	21,000.00	21,000.00	1,818.04	12,875.69	8,124.31	61.31 %
001-541100-500469	Buoy Maintenance	17,000.00	17,000.00	0.00	0.00	17,000.00	0.00 %
001-541100-500470	Radio Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
001-541100-500498	Storm Drain Rehab/maint	107,500.00	107,500.00	0.00	2,877.76	104,622.24	2.68 %
001-541100-500508	Postage	600.00	600.00	0.00	0.00	600.00	0.00 %
001-541100-500510	Office Supplies	1,500.00	1,500.00	0.00	17.50	1,482.50	1.17 %
001-541100-500520	Bldg. Maintenance	125,500.00	125,500.00	8,427.32	53,031.63	72,468.37	42.26 %
001-541100-500525	Uniform Expense	20,000.00	20,000.00	2,886.46	18,849.66	1,150.34	94.25 %
001-541100-500529	Street Light Maintenance	55,000.00	55,000.00	4,555.79	16,553.45	38,446.55	30.10 %
001-541100-500530	Street Maint Repair Supply	100,000.00	100,000.00	580.43	19,646.07	80,353.93	19.65 %
001-541100-500531	Grounds Maint/landscaping	50,000.00	50,000.00	23,416.69	34,559.29	15,440.71	69.12 %
001-541100-500532	Signs	12,500.00	12,500.00	711.22	2,846.68	9,653.32	22.77 %
001-541100-500534	Sidewalk Maint Repair	12,500.00	12,500.00	0.00	264.00	12,236.00	2.11 %
001-541100-500535	Flags	3,000.00	3,000.00	0.00	85.58	2,914.42	2.85 %
001-541100-500536	Sea Oats	10,000.00	10,000.00	4,815.00	4,815.00	5,185.00	48.15 %
001-541100-500540	Dues & Subscriptions	2,285.00	2,285.00	0.00	1,880.00	405.00	82.28 %
001-541100-500545	Training	8,000.00	8,000.00	0.00	600.00	7,400.00	7.50 %
001-541100-500547	Hurricane Expenditure	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
001-541100-500550	Operating Expenses	145,000.00	145,000.00	6,050.51	90,954.24	54,045.76	62.73 %
001-541100-500624	Capital Outlay-bldg. Improvem	68,000.00	68,000.00	0.00	0.00	68,000.00	0.00 %
001-541100-500640	Capital Outlay - Equip & Mach	20,000.00	20,000.00	6,705.90	10,524.47	9,475.53	52.62 %
001-541100-500644	Capital Outlay-vehicles	53,447.00	53,447.00	4,490.98	30,989.34	22,457.66	57.98 %
Department: 541100 - Mun Srvsc - Public Works Div Total:		3,834,144.00	3,834,144.00	273,465.90	1,588,791.08	2,245,352.92	41.44%
Department: 572000 - Recreation							
001-572000-500342	Senior Rec. Ctr. Contract	110,000.00	110,000.00	9,406.88	54,276.48	55,723.52	49.34 %
001-572000-500430	Electric Service	0.00	0.00	-154.27	0.00	0.00	0.00 %
001-572000-500463	Service Maintenance Contracts	2,400.00	2,400.00	260.84	1,256.35	1,143.65	52.35 %
001-572000-500510	Office Supplies	1,000.00	1,000.00	84.64	667.88	332.12	66.79 %
Department: 572000 - Recreation Total:		113,400.00	113,400.00	9,598.09	56,200.71	57,199.29	49.56%
Department: 581100 - Interfund Transfers							
001-581100-380102	Transfer From Bldg-oh Costs	100,000.00	100,000.00	0.00	50,000.00	-50,000.00	50.00 %
001-581100-380115	Transfer From Fire - Oh Costs	50,000.00	50,000.00	0.00	25,000.00	-25,000.00	50.00 %
001-581100-500910	Transfer To Cip Fund	1,500,000.00	1,500,000.00	0.00	750,000.00	750,000.00	50.00 %
Department: 581100 - Interfund Transfers Surplus (Deficit):		-1,350,000.00	-1,350,000.00	0.00	-675,000.00	675,000.00	50.00%
Fund: 001 - General Fund Surplus (Deficit):		0.00	0.00	-466,693.00	6,061,942.80	6,061,942.80	0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 03/31/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 101 - Special Revenue-Police Conf						
Department: 521100 - Police Dept. Confiscated						
101-521100-500550 Operating Expenses	0.00	0.00	0.00	15,461.12	-15,461.12	0.00 %
Department: 521100 - Police Dept. Confiscated Total:	0.00	0.00	0.00	15,461.12	-15,461.12	0.00%
Fund: 101 - Special Revenue-Police Conf Total:	0.00	0.00	0.00	15,461.12	-15,461.12	0.00%
Fund: 102 - Building Fund						
Department: 000000 - NonDesignated						
102-000000-380200 Appropriated Fund Balance	115,000.00	115,000.00	0.00	0.00	-115,000.00	0.00 %
Department: 000000 - NonDesignated Total:	115,000.00	115,000.00	0.00	0.00	-115,000.00	0.00%
Department: 302100 - Building Permit and Inpection						
102-302100-322100 Building Permits	1,088,593.00	1,088,593.00	137,296.15	783,699.52	-304,893.48	71.99 %
102-302100-322105 Fire Plan Review Fees	50,000.00	50,000.00	5,248.86	11,839.03	-38,160.97	23.68 %
Department: 302100 - Building Permit and Inpection Total:	1,138,593.00	1,138,593.00	142,545.01	795,538.55	-343,054.45	69.87%
Department: 524100 - Building						
102-524100-500120 Regular Salaries	113,896.00	113,896.00	8,341.76	46,889.97	67,006.03	41.17 %
102-524100-500210 Employer Fica Taxes	8,713.00	8,713.00	639.30	3,564.16	5,148.84	40.91 %
102-524100-500220 Retirement	26,984.00	26,984.00	1,987.13	10,089.05	16,894.95	37.39 %
102-524100-500230 Group Insurance	30,000.00	30,000.00	1,737.85	12,976.00	17,024.00	43.25 %
102-524100-500315 Professional Services	100,000.00	100,000.00	4,655.78	23,553.84	76,446.16	23.55 %
102-524100-500345 Contractual Services	70,000.00	70,000.00	2,745.00	14,294.70	55,705.30	20.42 %
102-524100-500402 Building Permit Services	800,000.00	800,000.00	0.00	411,209.61	388,790.39	51.40 %
102-524100-500463 Service Maintenance Contracts	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
102-524100-500550 Operating Expenses	1,500.00	1,500.00	500.00	760.02	739.98	50.67 %
102-524100-500640 Capital Outlay - Equipt & Mach	0.00	0.00	0.00	1,452.00	-1,452.00	0.00 %
102-524100-581001 Transfer To GF-OH Costs	100,000.00	100,000.00	0.00	50,000.00	50,000.00	50.00 %
Department: 524100 - Building Total:	1,253,593.00	1,253,593.00	20,606.82	574,789.35	678,803.65	45.85%
Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	121,938.19	220,749.20	220,749.20	0.00%
Fund: 103 - Sewer Fund						
Department: 000000 - NonDesignated						
103-000000-380200 Appropriated Fund Balance	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
Department: 000000 - NonDesignated Total:	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00%
Department: 304000 - Charges for Services						
103-304000-343500 Sewer Fees	1,605,217.00	1,605,217.00	103,558.43	494,822.05	-1,110,394.95	30.83 %
Department: 304000 - Charges for Services Total:	1,605,217.00	1,605,217.00	103,558.43	494,822.05	-1,110,394.95	30.83%
Department: 306000 - Miscellaneous Revenues						
103-306000-361100 Interest Earnings	2,000.00	2,000.00	4,233.94	10,027.65	8,027.65	501.38 %
Department: 306000 - Miscellaneous Revenues Total:	2,000.00	2,000.00	4,233.94	10,027.65	8,027.65	501.38%
Department: 535000 - Sanitary Sewers						
103-535000-500120 Regular Salaries	107,528.00	107,528.00	7,683.54	47,165.87	60,362.13	43.86 %
103-535000-500140 Overtime Salaries	6,000.00	6,000.00	957.80	4,320.12	1,679.88	72.00 %
103-535000-500210 Employer Fica Taxes	8,226.00	8,226.00	661.26	3,940.00	4,286.00	47.90 %
103-535000-500220 Retirement	22,213.00	22,213.00	1,641.43	9,881.96	12,331.04	44.49 %
103-535000-500230 Group Insurance	17,500.00	17,500.00	840.89	8,579.55	8,920.45	49.03 %
103-535000-500340 Sewer/wastewater	975,000.00	975,000.00	79,562.82	470,924.67	504,075.33	48.30 %
103-535000-500345 Contractual Services	60,000.00	60,000.00	937.57	4,333.17	55,666.83	7.22 %
103-535000-500430 Electric Service	28,000.00	28,000.00	1,780.85	12,240.05	15,759.95	43.71 %
103-535000-500431 Water Service	500.00	500.00	24.02	175.07	324.93	35.01 %
103-535000-500459 Sewer Line Maintenance	300,000.00	300,000.00	4,452.42	4,452.42	295,547.58	1.48 %
103-535000-500465 Pump Station Maintenance	3,000.00	3,000.00	0.00	3,600.00	-600.00	120.00 %
103-535000-500497 Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
103-535000-500506 Printing & Binding	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
103-535000-500550 Operating Expenses	2,250.00	2,250.00	0.00	0.00	2,250.00	0.00 %
103-535000-500630 Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00 %
Department: 535000 - Sanitary Sewers Total:	1,707,217.00	1,707,217.00	98,542.60	569,612.88	1,137,604.12	33.36%
Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	9,249.77	-64,763.18	-64,763.18	0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 03/31/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 115 - Fire Fund						
Department: 000000 - NonDesignated						
115-000000-380203 Appropriation From Fire Fund	198,985.00	198,985.00	0.00	0.00	-198,985.00	0.00 %
Department: 000000 - NonDesignated Total:	198,985.00	198,985.00	0.00	0.00	-198,985.00	0.00%
Department: 301050 - Fire Assessment						
115-301050-311200 Property Tax-fire Assessment	1,135,015.00	1,135,015.00	33,296.91	1,041,804.56	-93,210.44	91.79 %
Department: 301050 - Fire Assessment Total:	1,135,015.00	1,135,015.00	33,296.91	1,041,804.56	-93,210.44	91.79%
Department: 304000 - Charges for Services						
115-304000-342210 Fire Inspection Fees	37,000.00	37,000.00	483.00	78,455.73	41,455.73	212.04 %
Department: 304000 - Charges for Services Total:	37,000.00	37,000.00	483.00	78,455.73	41,455.73	212.04%
Department: 306000 - Miscellaneous Revenues						
115-306000-361100 Interest Earnings	1,000.00	1,000.00	1,988.24	5,743.35	4,743.35	574.34 %
115-306000-369100 Miscellaneous Revenues	0.00	0.00	0.00	50.00	50.00	0.00 %
Department: 306000 - Miscellaneous Revenues Total:	1,000.00	1,000.00	1,988.24	5,793.35	4,793.35	579.34%
Department: 522000 - Fire Department						
115-522000-500315 Professional Services	74,000.00	74,000.00	350.00	11,449.91	62,550.09	15.47 %
115-522000-500345 Contractual Services	940,000.00	940,000.00	78,333.34	470,000.04	469,999.96	50.00 %
115-522000-500520 Bldg. Maintenance	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
115-522000-500624 Capital Outlay-bldg. Improvemt	306,000.00	306,000.00	0.00	0.00	306,000.00	0.00 %
115-522000-500912 Transfer To General Fund	50,000.00	50,000.00	0.00	25,000.00	25,000.00	50.00 %
Department: 522000 - Fire Department Total:	1,372,000.00	1,372,000.00	78,683.34	506,449.95	865,550.05	36.91%
Fund: 115 - Fire Fund Surplus (Deficit):	0.00	0.00	-42,915.19	619,603.69	619,603.69	0.00%
Fund: 300 - Capital Project Fund						
Department: 000000 - NonDesignated						
300-000000-380200 Appropriated Fund Balance	1,371,905.00	1,371,905.00	0.00	0.00	-1,371,905.00	0.00 %
300-000000-380204 Appropriated From El Mar Reser	300,000.00	300,000.00	0.00	0.00	-300,000.00	0.00 %
300-000000-380207 Appropriated From General Fund	500,000.00	500,000.00	0.00	0.00	-500,000.00	0.00 %
Department: 000000 - NonDesignated Total:	2,171,905.00	2,171,905.00	0.00	0.00	-2,171,905.00	0.00%
Department: 306000 - Miscellaneous Revenues						
300-306000-361100 Interest Earnings	5,000.00	5,000.00	3,033.29	8,104.13	3,104.13	162.08 %
Department: 306000 - Miscellaneous Revenues Total:	5,000.00	5,000.00	3,033.29	8,104.13	3,104.13	162.08%
Department: 519000 - General						
300-519000-500120 Regular Salaries	82,530.00	82,530.00	5,996.16	35,025.86	47,504.14	42.44 %
300-519000-500210 Employer Fica Taxes	6,314.00	6,314.00	458.70	2,679.47	3,634.53	42.44 %
300-519000-500220 Retirement	23,216.00	23,216.00	1,678.01	9,757.84	13,458.16	42.03 %
300-519000-500230 Group Insurance	16,500.00	16,500.00	1,032.77	7,578.91	8,921.09	45.93 %
Department: 519000 - General Total:	128,560.00	128,560.00	9,165.64	55,042.08	73,517.92	42.81%
Department: 539100 - 75th Anniversary Art Installation						
300-539100-500630 Cap Outlay Imp other than bldg	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00 %
Department: 539100 - 75th Anniversary Art Installation Total:	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00%
Department: 541102 - Downtown Enhancement						
300-541102-500630 Cap Outlay Imp other than bldg	2,000,000.00	2,000,000.00	3,707.40	1,809,075.26	190,924.74	90.45 %
Department: 541102 - Downtown Enhancement Total:	2,000,000.00	2,000,000.00	3,707.40	1,809,075.26	190,924.74	90.45%
Department: 541103 - Opticome Emergency Vehicle System						
300-541103-500630 Cap Outlay Imp other than bldg	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00 %
Department: 541103 - Opticome Emergency Vehicle System Total:	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00%
Department: 559025 - Bel Air - Sewall Repair - East						
300-559025-500630 Cap Outlay Imp Other Than Bldg	366,678.00	366,678.00	17,830.51	26,324.68	340,353.32	7.18 %
Department: 559025 - Bel Air - Sewall Repair - East Total:	366,678.00	366,678.00	17,830.51	26,324.68	340,353.32	7.18%
Department: 559026 - Canal Dredging						
300-559026-500630 Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	0.00	1,400.00	73,600.00	1.87 %
Department: 559026 - Canal Dredging Total:	75,000.00	75,000.00	0.00	1,400.00	73,600.00	1.87%

Budget Report

For Fiscal: 2023-2024 Period Ending: 03/31/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 559027 - Storm Water Rate Study						
300-559027-500630 Cap Outlay Imp Other Than Bldg	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00 %
Department: 559027 - Storm Water Rate Study Total:	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00%
Department: 572200 - Beach Renourishment						
300-572200-500630 Cap Outlay Imp Other Than Bldg	116,667.00	116,667.00	300.95	300.95	116,366.05	0.26 %
Department: 572200 - Beach Renourishment Total:	116,667.00	116,667.00	300.95	300.95	116,366.05	0.26%
Department: 575201 - Pedestrian Amenities						
300-575201-500630 Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	0.00	53,280.16	21,719.84	71.04 %
Department: 575201 - Pedestrian Amenities Total:	75,000.00	75,000.00	0.00	53,280.16	21,719.84	71.04%
Department: 577100 - Friedt Park						
300-577100-500630 Cap Outlay Imp Other Than Bldg	700,000.00	700,000.00	0.00	0.00	700,000.00	0.00 %
Department: 577100 - Friedt Park Total:	700,000.00	700,000.00	0.00	0.00	700,000.00	0.00%
Department: 579162 - El Mar Drive						
300-579162-500630 Cap Outlay Imp Other Than Bldg	300,000.00	300,000.00	0.00	97,975.30	202,024.70	32.66 %
Department: 579162 - El Mar Drive Total:	300,000.00	300,000.00	0.00	97,975.30	202,024.70	32.66%
Department: 580300 - Entry Feature&Traffic Calm						
300-580300-500630 Cap Outlay Imp Other Than Bldg	150,000.00	150,000.00	7,199.51	15,577.28	134,422.72	10.38 %
Department: 580300 - Entry Feature&Traffic Calm Total:	150,000.00	150,000.00	7,199.51	15,577.28	134,422.72	10.38%
Department: 581100 - Interfund Transfers						
300-581100-381105 Transfer From General Fund	1,000,000.00	1,000,000.00	0.00	750,000.00	-250,000.00	75.00 %
300-581100-381106 Transfer From Parking Fund	1,000,000.00	1,000,000.00	0.00	500,000.00	-500,000.00	50.00 %
Department: 581100 - Interfund Transfers Total:	2,000,000.00	2,000,000.00	0.00	1,250,000.00	-750,000.00	62.50%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-35,170.72	-800,871.58	-800,871.58	0.00%
Fund: 310 - Parking Fund						
Department: 000000 - NonDesignated						
310-000000-380200 Appropriated Fund Balance	0.00	800,000.00	0.00	0.00	-800,000.00	0.00 %
Department: 000000 - NonDesignated Total:	0.00	800,000.00	0.00	0.00	-800,000.00	0.00%
Department: 302000 - Licenses & Permits						
310-302000-313101 Pilop Fee	20,796.00	20,796.00	20,000.00	160,000.00	139,204.00	769.38 %
Department: 302000 - Licenses & Permits Total:	20,796.00	20,796.00	20,000.00	160,000.00	139,204.00	769.38%
Department: 304000 - Charges for Services						
310-304000-344500 Parking Permits	145,000.00	145,000.00	6,039.55	98,025.72	-46,974.28	67.60 %
310-304000-344520 Parking Agreements	94,024.00	94,024.00	0.00	94,024.00	0.00	100.00 %
310-304000-344551 South Ocean	194,000.00	194,000.00	36,244.63	146,208.32	-47,791.68	75.37 %
310-304000-344552 Ocean Front Meters	320,000.00	320,000.00	39,911.88	213,672.91	-106,327.09	66.77 %
310-304000-344553 Commermercial Blvd. Meters	80,000.00	80,000.00	11,422.52	59,992.79	-20,007.21	74.99 %
310-304000-344554 Parking Meters - Beach	219,000.00	219,000.00	21,526.11	94,636.38	-124,363.62	43.21 %
310-304000-344555 Palm Portal- Fdg	95,000.00	95,000.00	16,196.61	61,032.55	-33,967.45	64.24 %
310-304000-344556 El Prado Parking Lot	600,000.00	600,000.00	67,568.22	286,163.65	-313,836.35	47.69 %
310-304000-344558 Town Hall Parking Lot	33,000.00	33,000.00	4,075.22	11,484.73	-21,515.27	34.80 %
310-304000-344559 El Mar Parking Lot	285,000.00	285,000.00	25,583.45	134,868.52	-150,131.48	47.32 %
310-304000-344560 A1A Parking Lot	621,475.00	621,475.00	75,402.15	338,796.37	-282,678.63	54.51 %
310-304000-344563 Bougainvilla/ Poinciana	195,000.00	195,000.00	31,272.30	131,917.82	-63,082.18	67.65 %
Department: 304000 - Charges for Services Total:	2,881,499.00	2,881,499.00	335,242.64	1,670,823.76	-1,210,675.24	57.98%
Department: 305000 - Fines & Forfeitures						
310-305000-354100 Parking Fines	110,000.00	110,000.00	21,610.69	105,191.22	-4,808.78	95.63 %
Department: 305000 - Fines & Forfeitures Total:	110,000.00	110,000.00	21,610.69	105,191.22	-4,808.78	95.63%
Department: 306000 - Miscellaneous Revenues						
310-306000-311180 Parking Sales tax	0.00	0.00	-22.05	0.00	0.00	0.00 %
310-306000-361100 Interest Earnings	2,000.00	2,000.00	11,010.98	30,392.22	28,392.22	1,519.61 %
310-306000-362001 Bougainvilla Rent	147,600.00	147,600.00	10,845.00	71,870.56	-75,729.44	48.69 %
Department: 306000 - Miscellaneous Revenues Total:	149,600.00	149,600.00	21,833.93	102,262.78	-47,337.22	68.36%
Department: 545000 - Parking Operations						
310-545000-500120 Regular Salaries	218,573.00	218,573.00	17,879.96	112,236.83	106,336.17	51.35 %

Budget Report

For Fiscal: 2023-2024 Period Ending: 03/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
310-545000-500140	Overtime Salaries	4,000.00	4,000.00	137.46	2,705.22	1,294.78	67.63 %
310-545000-500210	Employer Fica Taxes	16,721.00	16,721.00	1,082.10	6,977.97	9,743.03	41.73 %
310-545000-500220	Retirement	41,677.00	41,677.00	3,297.68	19,344.98	22,332.02	46.42 %
310-545000-500230	Group Insurance	62,000.00	62,000.00	3,503.61	26,722.25	35,277.75	43.10 %
310-545000-500345	Contractual Services	510,000.00	510,000.00	40,709.56	175,478.49	334,521.51	34.41 %
310-545000-500353	Parking Alternatives	175,000.00	175,000.00	8,138.11	55,012.55	119,987.45	31.44 %
310-545000-500410	Communications	3,500.00	3,500.00	225.21	953.31	2,546.69	27.24 %
310-545000-500430	Electric Service	9,600.00	9,600.00	806.40	4,408.79	5,191.21	45.92 %
310-545000-500431	Water Service	27,500.00	27,500.00	1,324.52	6,731.50	20,768.50	24.48 %
310-545000-500445	Equip Rent/lease	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00 %
310-545000-500461	Vehicle Maintenance	11,000.00	11,000.00	0.00	195.60	10,804.40	1.78 %
310-545000-500462	Fuel	25,000.00	25,000.00	0.00	2,799.02	22,200.98	11.20 %
310-545000-500463	Service Maintenance Contracts	45,000.00	45,000.00	0.00	26,220.00	18,780.00	58.27 %
310-545000-500497	Contingency	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
310-545000-500506	Printing & Binding	13,000.00	13,000.00	0.00	243.00	12,757.00	1.87 %
310-545000-500508	Postage	3,000.00	3,000.00	0.00	143.27	2,856.73	4.78 %
310-545000-500510	Office Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
310-545000-500525	Uniform Expense	5,000.00	5,000.00	832.25	1,992.89	3,007.11	39.86 %
310-545000-500532	Signs	13,000.00	13,000.00	1,686.18	6,730.84	6,269.16	51.78 %
310-545000-500533	Parking Meter Parts-supplies	38,000.00	38,000.00	0.00	0.00	38,000.00	0.00 %
310-545000-500545	Training	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500550	Operating Expenses	35,000.00	35,000.00	893.38	4,102.75	30,897.25	11.72 %
310-545000-500630	Cap Outlay Imp Other Than Bldg	14,000.00	14,000.00	0.00	0.00	14,000.00	0.00 %
310-545000-500640	Capital Outlay - Equipt & Mach	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
310-545000-500644	Capital Outlay-vehicles	22,824.00	22,824.00	804.71	4,828.26	17,995.74	21.15 %
Department: 545000 - Parking Operations Total:		1,361,895.00	1,361,895.00	81,321.13	457,827.52	904,067.48	33.62%
Department: 545152 - Land Acquisitions							
310-545152-500611	Land Acquisition	800,000.00	1,600,000.00	0.00	1,600,000.00	0.00	100.00 %
Department: 545152 - Land Acquisitions Total:		800,000.00	1,600,000.00	0.00	1,600,000.00	0.00	100.00%
Department: 581100 - Interfund Transfers							
310-581100-500910	Transfer To CIP Fund	1,000,000.00	1,000,000.00	0.00	500,000.00	500,000.00	50.00 %
Department: 581100 - Interfund Transfers Total:		1,000,000.00	1,000,000.00	0.00	500,000.00	500,000.00	50.00%
Fund: 310 - Parking Fund Surplus (Deficit):		0.00	0.00	317,366.13	-519,549.76	-519,549.76	0.00%
Report Surplus (Deficit):		0.00	0.00	-96,224.82	5,501,650.05	5,501,650.05	0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 03/31/2024

Group Summary

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
000000 - NonDesignated	509,526.00	509,526.00	0.00	0.00	-509,526.00	0.00%
301000 - Ad Valorem Property Taxes	12,550,550.00	12,550,550.00	294,449.56	11,649,858.97	-900,691.03	92.82%
301100 - Utility Taxes	1,170,700.00	1,170,700.00	100,366.43	552,623.89	-618,076.11	47.20%
301600 - Franchise Taxes	851,799.00	851,799.00	72,157.61	407,784.73	-444,014.27	47.87%
302000 - Licenses & Permits	145,000.00	145,000.00	2,234.30	84,113.67	-60,886.33	58.01%
303000 - Intergovernmental Revenues	1,171,584.00	1,171,584.00	92,371.21	494,354.45	-677,229.55	42.20%
304000 - Charges for Services	14,850.00	14,850.00	2,100.00	10,470.00	-4,380.00	70.51%
305000 - Fines & Forfeitures	60,000.00	60,000.00	18,464.32	84,059.07	24,059.07	140.10%
306000 - Miscellaneous Revenues	298,135.00	298,135.00	83,293.83	344,785.77	46,650.77	115.65%
511000 - Commission	320,171.00	320,171.00	17,772.13	114,716.84	205,454.16	35.83%
511100 - Donation-Non Profits	66,500.00	66,500.00	0.00	56,000.00	10,500.00	84.21%
511200 - Visitor Center	148,638.00	148,638.00	5,412.73	31,838.57	116,799.43	21.42%
513000 - Administration	1,237,057.00	1,237,057.00	112,620.91	606,214.18	630,842.82	49.00%
514000 - Town Attorney	458,000.00	458,000.00	24,575.65	98,597.85	359,402.15	21.53%
519000 - General	1,254,425.00	1,254,425.00	54,295.24	610,690.48	643,734.52	48.68%
519100 - Tourism and Community Outreach	562,269.00	562,269.00	24,036.94	140,714.59	421,554.41	25.03%
521000 - Police Department	6,106,142.00	6,106,142.00	519,019.90	3,018,715.80	3,087,426.20	49.44%
523000 - Emergency Medical Services	460,000.00	460,000.00	38,333.33	229,999.98	230,000.02	50.00%
524000 - Development Services	861,398.00	861,398.00	52,999.44	338,627.67	522,770.33	39.31%
541100 - Mun Srvsc - Public Works Div	3,834,144.00	3,834,144.00	273,465.90	1,588,791.08	2,245,352.92	41.44%
572000 - Recreation	113,400.00	113,400.00	9,598.09	56,200.71	57,199.29	49.56%
581100 - Interfund Transfers	-1,350,000.00	-1,350,000.00	0.00	-675,000.00	675,000.00	50.00%
Fund: 001 - General Fund Surplus (Deficit):	0.00	0.00	-466,693.00	6,061,942.80	6,061,942.80	0.00%
Fund: 101 - Special Revenue-Police Conf						
521100 - Police Dept. Confiscated	0.00	0.00	0.00	15,461.12	-15,461.12	0.00%
Fund: 101 - Special Revenue-Police Conf Total:	0.00	0.00	0.00	15,461.12	-15,461.12	0.00%
Fund: 102 - Building Fund						
000000 - NonDesignated	115,000.00	115,000.00	0.00	0.00	-115,000.00	0.00%
302100 - Building Permit and Inpection	1,138,593.00	1,138,593.00	142,545.01	795,538.55	-343,054.45	69.87%
524100 - Building	1,253,593.00	1,253,593.00	20,606.82	574,789.35	678,803.65	45.85%
Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	121,938.19	220,749.20	220,749.20	0.00%
Fund: 103 - Sewer Fund						
000000 - NonDesignated	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00%
304000 - Charges for Services	1,605,217.00	1,605,217.00	103,558.43	494,822.05	-1,110,394.95	30.83%
306000 - Miscellaneous Revenues	2,000.00	2,000.00	4,233.94	10,027.65	8,027.65	501.38%
535000 - Sanitary Sewers	1,707,217.00	1,707,217.00	98,542.60	569,612.88	1,137,604.12	33.36%
Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	9,249.77	-64,763.18	-64,763.18	0.00%
Fund: 115 - Fire Fund						
000000 - NonDesignated	198,985.00	198,985.00	0.00	0.00	-198,985.00	0.00%
301050 - Fire Assessment	1,135,015.00	1,135,015.00	33,296.91	1,041,804.56	-93,210.44	91.79%
304000 - Charges for Services	37,000.00	37,000.00	483.00	78,455.73	41,455.73	212.04%
306000 - Miscellaneous Revenues	1,000.00	1,000.00	1,988.24	5,793.35	4,793.35	579.34%
522000 - Fire Department	1,372,000.00	1,372,000.00	78,683.34	506,449.95	865,550.05	36.91%
Fund: 115 - Fire Fund Surplus (Deficit):	0.00	0.00	-42,915.19	619,603.69	619,603.69	0.00%
Fund: 300 - Capital Project Fund						
000000 - NonDesignated	2,171,905.00	2,171,905.00	0.00	0.00	-2,171,905.00	0.00%
306000 - Miscellaneous Revenues	5,000.00	5,000.00	3,033.29	8,104.13	3,104.13	162.08%
519000 - General	128,560.00	128,560.00	9,165.64	55,042.08	73,517.92	42.81%
539100 - 75th Anniversary Art Installation	125,000.00	125,000.00	0.00	0.00	125,000.00	0.00%
541102 - Downtown Enhancement	2,000,000.00	2,000,000.00	3,707.40	1,809,075.26	190,924.74	90.45%
541103 - Opticome Emergency Vehicle System	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00%
559025 - Bel Air - Sewall Repair - East	366,678.00	366,678.00	17,830.51	26,324.68	340,353.32	7.18%
559026 - Canal Dredging	75,000.00	75,000.00	0.00	1,400.00	73,600.00	1.87%
559027 - Storm Water Rate Study	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00%

Budget Report

For Fiscal: 2023-2024 Period Ending: 03/31/2024

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
572200 - Beach Renourishment	116,667.00	116,667.00	300.95	300.95	116,366.05	0.26%
575201 - Pedestrian Amenities	75,000.00	75,000.00	0.00	53,280.16	21,719.84	71.04%
577100 - Friedt Park	700,000.00	700,000.00	0.00	0.00	700,000.00	0.00%
579162 - El Mar Drive	300,000.00	300,000.00	0.00	97,975.30	202,024.70	32.66%
580300 - Entry Feature&Traffic Calm	150,000.00	150,000.00	7,199.51	15,577.28	134,422.72	10.38%
581100 - Interfund Transfers	2,000,000.00	2,000,000.00	0.00	1,250,000.00	-750,000.00	62.50%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-35,170.72	-800,871.58	-800,871.58	0.00%
Fund: 310 - Parking Fund						
000000 - NonDesignated	0.00	800,000.00	0.00	0.00	-800,000.00	0.00%
302000 - Licenses & Permits	20,796.00	20,796.00	20,000.00	160,000.00	139,204.00	769.38%
304000 - Charges for Services	2,881,499.00	2,881,499.00	335,242.64	1,670,823.76	-1,210,675.24	57.98%
305000 - Fines & Forfeitures	110,000.00	110,000.00	21,610.69	105,191.22	-4,808.78	95.63%
306000 - Miscellaneous Revenues	149,600.00	149,600.00	21,833.93	102,262.78	-47,337.22	68.36%
545000 - Parking Operations	1,361,895.00	1,361,895.00	81,321.13	457,827.52	904,067.48	33.62%
545152 - Land Acquisitions	800,000.00	1,600,000.00	0.00	1,600,000.00	0.00	100.00%
581100 - Interfund Transfers	1,000,000.00	1,000,000.00	0.00	500,000.00	500,000.00	50.00%
Fund: 310 - Parking Fund Surplus (Deficit):	0.00	0.00	317,366.13	-519,549.76	-519,549.76	0.00%
Report Surplus (Deficit):	0.00	0.00	-96,224.82	5,501,650.05	5,501,650.05	0.00%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - General Fund	0.00	0.00	-466,693.00	6,061,942.80	6,061,942.80
101 - Special Revenue-Police Conf	0.00	0.00	0.00	-15,461.12	-15,461.12
102 - Building Fund	0.00	0.00	121,938.19	220,749.20	220,749.20
103 - Sewer Fund	0.00	0.00	9,249.77	-64,763.18	-64,763.18
115 - Fire Fund	0.00	0.00	-42,915.19	619,603.69	619,603.69
300 - Capital Project Fund	0.00	0.00	-35,170.72	-800,871.58	-800,871.58
310 - Parking Fund	0.00	0.00	317,366.13	-519,549.76	-519,549.76
Report Surplus (Deficit):	0.00	0.00	-96,224.82	5,501,650.05	5,501,650.05

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of March 31,2024

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 3/31/2024	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
001 General Fund:									
Truist	101.000	8015	Master Account	Analyzed Interest Checking	Truist	12,269,316.88	3.50%	35,992.16	177,873.19
Truist	101.009	6876	Emergency Reserve	Public Special Money Rate Checking	Truist	2,503,215.01	3.92%	3,215.01	3,215.01
GENERAL FUND						14,772,531.89		39,207.17	181,088.20
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	189,334.33	5.52%	883.80	5,211.81
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	91,857.99	5.52%	428.80	2,528.64
GENERAL FUND						281,192.32		1,312.60	7,740.45
GENERAL FUND						15,053,724.21		40,519.77	188,828.65
101 Police Forfeiture & Training									
Truist	101.100	9613	Police Forfeiture Fund	Analyzed Interest Checking	Truist	198.48	3.50%	Included Above	Included Above
POLICE FUND						198.48		0.00	0.00
103 Sewer Enterprise Fund									
Truist	101.105	9999	Sewer Enterprise Fund	Analyzed Interest Checking	Truist	1,435,594.43	3.50%	4,302.63	20,114.65
SEWER FUND						1,435,594.43		4,302.63	20,114.65
115 Fire Fund:									
Truist	101.109	5379	Fire Fund Account	Analyzed Interest Checking	Truist	1,558,785.94	3.50%	3,333.56	10,973.31
FIRE FUND						1,558,785.94		3,333.56	10,973.31
300 Capital Improvement Fund:									
Truist	101.115	0010	Capital Improvement Fund	Analyzed Interest Checking	Truist	957,048.93	3.50%	2,991.40	15,483.68
CAPITAL IMPROVEMENT FUND						957,048.93		2,991.40	15,483.68
310 Parking Improvement Fund									
Truist	101.125	0120	Parking Improvement Account	Analyzed Interest Checking	Truist	4,563,943.52	3.50%	12,772.00	76,295.49
Truist	101.128	8554	PILOP Account	Analyzed Interest Checking	Truist	200.00	3.50%	Included Above	Included Above
PARKING FUND						4,564,143.52		12,772.00	76,295.49
102 Building Fund									
Truist	101.104	8686	Building Account	Analyzed Interest Checking	Truist	1,322,674.14	3.50%	3,885.69	17,031.54
BUILDING FUND						1,322,674.14		3,885.69	17,031.54
ALL FUNDS						24,892,169.65		67,805.05	328,727.32

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of March 31,2024

Summary by Investment Type		Amount	Percent
Interest Bearing Checking		24,610,977.33	99%
Non-interest Bearing Checking		0.00	0%
SBA Trust Fund/Pools		281,192.32	1%
Repurchase Agreements		0.00	0%
Money Market Funds		0.00	0%
U.S. Securities/Treasuries		0.00	0%
U.S. Federal Agencies		0.00	0%
Federal Instrumentalities		0.00	0%
GRAND TOTAL		24,892,169.65	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	15,053,724.21	60%
	Police Fund	198.48	0%
	Sewer Fund	1,435,594.43	6%
	Fire Fund	1,558,785.94	6%
	Building Fund	1,322,674.14	5%
	Capital Improvement Fund	957,048.93	4%
	Parking Fund	4,564,143.52	18%
GRAND TOTAL		24,892,169.65	100%

Summary by Bank/Pool		Amount	Percent
Truist		24,610,977.33	99%
Florida Prime/State Board of Admin.		281,192.32	1%
GRAND TOTAL		24,892,169.65	100%



Agenda Item No: 10.a.

Town Commission Agenda Item Report

Meeting Date: May 28, 2024

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Approval of Minutes

Agenda Section: APPROVAL OF MINUTES

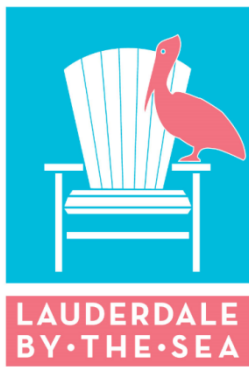
Subject Title: Approval of Minutes for April 30, 2024.

Explanation: Draft minutes for approval for the Regular Town Commission Meeting for April 30, 2024.

Recommendation: Accept/Approve

Exhibits:

1. 4-30-24 Regular Town Commission Draft Minutes



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, April 30, 2024
6:30 PM

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 6:30 p.m. Also present were Vice Mayor Randy Strauss, Commissioner Richard DeNapoli, Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Town Manager Linda Connors, Town Attorney Susan Trevarthen, Deputy Town Manager/Public Works Director Ken Rubach, Development Services Director Jhanelle Campbell, Director of Budget and Finance Lucila Lang, Assistant Finance Director Edner Saint-Jean, Events and Marketing Manager Katie Anderson, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

None.

6. PUBLIC COMMENTS

At this time Mayor Malkoon opened public comment.

Spiro Marchelos, 2 Commercial Boulevard, addressed the Anglin's Pier sign previously located on A1A and Commercial Boulevard, which was temporarily removed in November 2023. He requested that the replacement of this sign be discussed at tonight's meeting or on a future Agenda.

Phil Morse, resident, advised that there is inadequate parking where he lives on the south end of Bougainvillea Drive. The parking contractor's overnight parking policy only extends until 8 a.m., which does not consider the needs of local residents in that area and results in their being ticketed. He asked if residents' needs can be taken into consideration by this policy.

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

7. PUBLIC SAFETY DISCUSSION

a. BSO February and March 2024 Public Safety Report

Captain Bill Wesolowski of the Broward Sheriff's Office (BSO) noted that Traffic Deputy Mike Kratz retired in February 2024 after 36 years of service. He was replaced by Deputy Claudio Reis, who will address any traffic issues in the district. There are currently three speed message boards deployed throughout the Town.

Deputy Rene Suarez was named Deputy of the Month in February 2024, and Sergeant Craig Bachan was Employee of the Month in March 2024.

Captain Wesolowski advised that BSO's planning and enforcement efforts were successful with regard to spring break 2024. While there was increased visitor traffic, the addition of dedicated patrols and beach enforcement helped address potential dangers. An additional deputy was added on weekend nights for enhanced visibility, and regional traffic enforcement provided assistance during the days.

The following enforcement occurred during spring break:

- 135 traffic citations
- 2 arrests for driving under the influence (DUI)
- 2 arrests for driving with suspended licenses
- 1 arrest for failure to appear on a grand theft charge
- 1 petty theft
- 1 burglary conveyance

Commissioner Pouloupoulos noted that the March 2024 report refers to the use of all-terrain vehicles (ATVs) by Deputies for 637.5 miles and over 100 hours. Captain Wesolowski clarified that these figures were for the beach only. Deputies visited the beach multiple times during their shifts, and dedicated personnel patrolled the beach on

weekends. Weekend patrols were funded using overtime, while weekday patrols were made by Deputies who took time from their regular duties to periodically patrol the beach.

Commissioner Graziano stated that he has discussed a U-turn at A1A and Commercial Boulevard with Captain Wesolowski, as this has been an area of concern. BSO will work with the Florida Department of Transportation (FDOT) to gather information on how often these turns are made. Captain Wesolowski added that BSO will also check data to determine how often U-turn crashes have occurred at that location.

8. TOWN MANAGER REPORT

a. Town Manager Report

At this time Mayor Malkoon opened public comment.

Ann Marchetti, resident, congratulated the Town on securing a \$200,000 grant for a vulnerability assessment, and recommended that this assessment include resident input. She also applauded Town Staff on the recent Taste of the Beach event, and suggested that there be no charge to residents for the upcoming Founders' Day Picnic.

Ms. Marchetti also complimented Circuit service and proposed that this be provided to residents at no charge and to out-of-town guests for a small fee. She concluded by encouraging the Town to forgive the sidewalk café fees for the third quarter of 2024 and revisit the fee schedule in support of businesses.

Town Manager Linda Connors reported that former Town employee Jonas Brewton recently passed away. The Town will be in touch with his family regarding any planned services.

Lauderdale-By-The-Sea has been listed in *Southern Living* magazine as one of the best "Girlfriend Getaways on the Coast," and in *USA Today* as an entrant in a poll of the best beaches. Voting is open each day, and a link will be posted on the Town's website and social media.

Many of the Town's fiscal year (FY) 2024 grant applications are currently awaiting the Governor's signature for funding. These include a vulnerability assessment grant for \$200,000, which may open additional opportunities for grant funding upon completion. The Town is still awaiting state approval for grants addressing tidal flood protection,

beach portal design, funding for Friedt Park, improvements to the Town Hall complex, renovation of the Community Center kitchen, Friday Night Music, and design funds for the public safety building. The Town has also applied for a grant from the American Association of Retired Persons (AARP) to fund an additional mobility mat on the beach.

Town Manager Connors recognized Assistant to the Town Manager Courtney Easley for her work in coordinating grant funding.

A Founders' Day Picnic is planned in celebration of the Town's 75th anniversary. Town Manager Connors requested Commission consensus on a date for this event, noting that it may be difficult to schedule this event later than October due to the holidays. It was determined that the picnic would be planned for October 5, 2024, with a potential backup date of the first weekend in November.

Town Manager Connors continued that the Town has been disappointed with the Broward County transportation surtax grant program, despite efforts by Deputy Town Manager/Public Works Director Ken Rubach to work with the County to make changes to that program. An amendment is anticipated which would provide communities with more options for surtax funding applications. The Town has requested that surtax funds be permitted for use in covering microtransit costs, as well as to allow for roadway infrastructure repair and maintenance as a funding category. The County appears to be supportive of both these requests, and if amendments are approved, they would apply to the FY 2025-2026 surtax funding cycle.

Circuit served over 8600 riders in March 2024 and continues to be a popular transportation option for residents and guests. Circuit has entered into an agreement with the city of Fort Lauderdale in the Galt and Coral Ridge Mall areas, which permits Lauderdale-By-The-Sea riders to access those areas.

Upcoming meetings include:

- Planning and Zoning Board meeting: Wednesday, May 1, 2024
- First budget workshop: May 14, 2024 at 5 p.m.
- Regular Town Commission meeting: May 14, 2024
- Code Compliance meeting: May 23, 2024

Mayor Malkoon requested clarification of when discussion of the Anglin's Pier sign will come before the Commission. Town Manager Connors stated that she is working with an attorney to determine when he will be available to provide an update on the Pier, at which time there can be further conversation about relocation of the sign. Mayor

Malkoon requested that this discussion be an Agenda Item for the May 14, 2024 meeting.

Mayor Malkoon also asked if Town Staff can address the parking situation on Bougainvillea Drive with the Parking Department. Town Manager Connors replied that a comprehensive look at overnight parking in that area will be brought before the Commission for further discussion. The time frame for overnight parking will be included in this item.

Commissioner Pouloupoulos recalled that reconstruction of Friedt Park was part of the previous year's budget discussions and asked where the Town stands with regard to design and construction. Town Manager Connors stated that she, Deputy Town Manager/Public Works Director Ken Rubach, and Assistant to the Town Manager Courtney Easley have met with the designer of this project, as well as with the committee overseeing the improvements. While the original design was rejected as substandard, Town Staff has recently identified a design that meets their standards. They are awaiting a final draft, after which they will meet again with the committee. She anticipated bringing the design before the Commission for their approval in June 2024. The design will include shade sails.

b. Business Outreach Team Report

Town Manager Connors advised that the Business Outreach Team delivered spring break safety cards to 26 of the Town's hotels and vacation rental properties. The cards included information on amplified music, alcohol consumption, prohibition of digging on the beach, and a warning that no lifeguards are posted.

The team has also worked with the Fire Inspector to address the layout of sidewalk cafés and their furniture arrangements. The Development Services Department has met with Downtown businesses to execute sidewalk café and outdoor dining agreements. Only four Downtown businesses have not yet updated their agreements.

9. TOWN ATTORNEY REPORT

Town Attorney Susan Trevarthen stated that there is only a minimal amount of information in the Town's Charter regarding the Charter review process. It clarifies that the terms and provisions of the Charter shall be reviewed no less often than every 12 years. At the time of the previous review, the Commission chose to seat a Charter Review Board, which was charged with reviewing the entire document as well as

specific questions with which the Commission had concerns. The process took approximately 15 months.

There are specific rules related to when changes to Charter Section 7.1 may go on a public ballot. The previous Charter Review Board made its recommendations to the Town Commission, which accepted some of these proposals in October 2013 and placed them on the ballot for March 2014. They chose not to proceed with other suggestions made by the Board.

Town Attorney Trevarthen emphasized that the Commission controls this process and is empowered to make policy decisions on the formation of the Charter Review Board, its scope of review, and the time frame in which it should meet.

Town Attorney Trevarthen continued that the Broward County Supervisor of Elections must agree to the placement of any items on the Town's ballot. The deadline for inclusion on the November general election ballot is June 10, 2024. If the Commission knows what they would like included, they can ask the Town Attorney for the first reading of an Ordinance at the May 14, 2024 meeting, with a second reading scheduled for the second May meeting; however, it is not feasible to expect the Charter Review Board process to be complete within so short a time frame. It was also acknowledged by the previous Town Commission that a new Commission should be seated before beginning the Charter review process.

Town Attorney Trevarthen recalled that Section 7.1 of the Town's Charter addresses land use, which was the subject of significant discussion during the previous Charter review. If the Commission wishes to place changes to Section 7.1 on the ballot, the earliest option after November 2024 would be March 2026. The Charter is more flexible in allowing votes on issues outside Section 7.1, and includes options such as a special election, although it was noted that this would be more costly to the Town. No general elections are scheduled in 2025.

Town Attorney Trevarthen continued that October 2013 was the last time an Ordinance was brought forward regarding Charter ballot questions. This was approximately six months in advance of the March 2014 election.

Commissioner DeNapoli requested feedback from the other Commissioners on a ballot measure which would allow the voters to decide whether or not they would like to move Town elections to November rather than March. He pointed out that this would help the Town realize cost savings. In addition, there is usually 75% to 80% turnout for

November elections, while March elections typically fluctuate between 20% and 40% turnout.

Commissioner DeNapoli suggested that the Commission either vote or provide consensus on whether or not to propose a Charter Amendment via Ordinance and ballot measure, pursuant to Florida Statute 166.031 as well as the Attorney General's opinion of 2013-05. This would allow for the placement of a ballot question on the Town's November 2024 ballot.

Commissioner DeNapoli added that 22 other Broward municipalities have already voted to take this step in order to increase voter participation and save money. Approval of the change would ultimately be decided by the Town's voters. He emphasized that consensus at today's meeting would only ensure that an Ordinance be presented for first reading at the May 14, 2024 meeting.

The Commission discussed the proposal, with Commissioner Pouloupoulos agreeing that the Town should take steps to save election costs and encourage voter turnout. He asked if Commissioner DeNapoli is permitted, as a Commissioner, to propose an Ordinance himself and bring it forward at the next meeting even if the full Commission does not agree to it by consensus.

Town Attorney Trevarthen stated that the Town has generally followed a process of raising ideas through Agenda Items to determine whether or not the Commission wishes to see an item placed on a future Agenda. If it is the will of the Commission, however, to proceed as Commissioner Pouloupoulos described, this could also be done.

Vice Mayor Strauss requested clarification of the reason for any urgency behind the proposed Charter amendment. He also asked how much money is spent on March elections, recalling that some of these local elections have been very limited in scope. He agreed that the proposal is sensible, but wished to see more information.

Mayor Malkoon explained that the reason for urgency would be the June 10, 2024 deadline for inclusion of a ballot question on the November 2024 ballot. Town Attorney Trevarthen reiterated that the next opportunity to bring the ballot question before voters would be March 2026 unless the Town decided to proceed with a special election, for which they would pay 100% of the costs.

Town Attorney Trevarthen also confirmed that if the ballot question appears on the November 2024 ballot and passes, the next Town election would be November 2026

rather than March 2026. This change has extended the terms of office of elected officials in other Broward communities.

Vice Mayor Strauss requested clarification of the costs associated with special and general elections to determine what the cost savings of a change may be.

Commissioner Graziano stated that he felt voter participation was more important than the costs of elections. He was supportive of moving forward in a timely manner with the proposed Ordinance.

Mayor Malkoon concluded that there was Commission consensus to have Staff bring forward a proposed Charter amendment for first reading at the May 14, 2024 meeting. He also wished to see the costs associated with elections, as requested by Vice Mayor Strauss.

It was clarified that the cost of the March 2024 election to the Town was just under \$4000. This was because the election was scheduled on the same date as the presidential preference primary. Information on the prospective cost of an election solely funded by the Town can be requested from the Supervisor of Elections' Office. It was also noted that the Town had budgeted roughly \$20,000 for its March 2022 election.

Commissioner DeNapoli asked if there are sufficient Town Commission meetings scheduled to hear two readings of the proposed Charter amendment before June 10. Town Manager Connors replied that the Town typically schedules one meeting between the first and second readings of an Ordinance; however, this would not be possible if the Commission wished to proceed with the readings before the June 10 deadline. She pointed out that this practice has been policy rather than a requirement.

10. APPROVAL OF MINUTES

a. Approval of Minutes for the April 2, 2024 and April 9 Special and Regular Meetings

Commissioner Pouloupoulos made a motion, seconded by Commissioner DeNapoli, to approve. Motion carried 5-0.

11. CONSENT AGENDA

- a. **Resolution 2024-10: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A STATEWIDE MUTUAL AID AGREEMENT FOR DISASTER ASSISTANCE WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR EXECUTION, IMPLEMENTATION, CONFLICTS AND AN EFFECTIVE DATE.**

Commissioner Pouloupoulos made a motion, seconded by Commissioner DeNapoli, to approve. Motion carried 5-0.

12. OLD BUSINESS

- a. **Sandcastles for Sloan Campaign**

At this time Mayor Malkoon opened public comment.

Ann Marchetti, resident, addressed Items 10.a and 10.b, asking if there will be increased beach patrols year-round as well as during spring break. She emphasized the importance of signage on the beach informing visitors of restrictions on digging holes in the sand.

Ms. Marchetti continued that many residents have indicated a desire for a compromise, such as increased beach patrols on all the Town's beaches and consideration of employing lifeguards on the beaches north of El Prado Park and Anglin's Pier. She recommended that the Town schedule a workshop at which residents can provide feedback to the Commission.

Hayley Zagacki, representing Conceptual Communications, gave a presentation on the Sandcastles for Sloan Beach Safety Campaign, which was borne of the Mattingly family's request that something positive be created in memory of their daughter. Their feedback has been incorporated into the proposed program, including campaign materials which will be used in the Town and shared with other coastal communities.

The toolkit for the campaign includes print and digital assets such as beach signs, fliers, social media messaging, graphics, educational videos, and promotional materials. Physical items include a sandcastle mold, as well as fliers with sand safety tips urging beachgoers to build sandcastles instead of digging holes.

If approved, Conceptual Communications will work with the Town's hotels, businesses, and Visitor Center to launch the campaign. State Representative Chip LaMarca, State Senator Jason Pizzo, and Visit Lauderdale have expressed interest in sharing the campaign statewide. The toolkit can also be shared with other coastal communities nationwide through various associations and groups. There is a version of the toolkit specific to Lauderdale-By-The-Sea as well as a version which can accommodate branding from other municipalities.

Commissioner Graziano asked if the toolkit will be provided to other communities at no charge. Ms. Zagacki confirmed this, adding that creation of the materials was included in Conceptual Communications' regular scope of work for the Town. Commissioner Graziano recommended that all Town signage and materials include emergency phone numbers. He was not certain that it should be provided to other municipalities for free.

Mayor Malkoon observed that undertaking the campaign for Lauderdale-by-The-Sea, as well as providing the materials to other coastal communities, was very important and can be provided as a community service. Vice Mayor Strauss agreed that the program is a fitting tribute.

Town Manager Connors requested Commission consensus on whether or not to move forward with sharing the materials at a cost or at no charge. Commissioner Pouloupoulos asked for further clarification on which materials would be disseminated to other municipalities.

Ms. Zagacki explained that the materials which are available for sharing include the program's flier, which has already been designed. No physical fliers would be sent to other communities. Town Manager Connors added that the Town does not plan to share its sandcastle molds or building materials, but only digital files.

Commissioner Graziano commented that other municipalities may want to take advantage of the work done for Lauderdale-By-The-Sea and felt a small fee could be charged. Alternatively, a 501(c)3 could be established and the Town could contribute a portion of any fee to that nonprofit.

Commissioner DeNapoli asked if the sandcastle molds will be for sale. Ms. Zagacki advised that this is still under discussion: the intent of her presentation was to show the Commission the design on which Conceptual Communications had collaborated with the Mattingly family and to seek consensus on that work.

Town Manager Connors further clarified that Staff is looking for approval of the digital campaign. The decision of whether and how a physical merchandise component should be included can come at a later time.

Commissioner Pouloupoulos stated that he supported the digital design, with further details to come later. Commissioner DeNapoli also advised that he approved the design, as did Mayor Malkoon.

b. Ordinance 2024-04: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 5 "BEACHES AND WATERWAYS," ARTICLE II "BEACH REGULATIONS" OF THE TOWN CODE OF ORDINANCES TO CREATE SECTION 5-38 "RECREATIONAL EXCAVATION OF SAND FROM THE DUNE OR BEACH;" PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

At this time Mayor Malkoon opened public comment, which he closed upon receiving no input.

Town Manager Connors recalled that at the February 27, 2024 Special Commission Meeting, the Commission discussed how digging on the beach could be regulated. If the Town wishes to prohibit digging on the beach, Chapter 5 of Code discusses beach activities and language has been proposed which would prohibit digging on the beach. The removal, mining, or excavation of sand from any dune or beach would be unlawful within the limits of the Town, and the digging of a hole deeper than 18 in. would be prohibited. It would also be unlawful to depart from the area without filling in any such holes.

Town Manager Connors also noted that this could be explored in a different manner: the Town could instead encourage County or state lawmakers to adopt legislation addressing beach safety. Another alternative would be a combination of both local and more widespread regulation efforts. Staff requests direction on how to proceed.

Commissioner DeNapoli requested clarification of how the term "excavation" is used in the proposed language, pointing out that one reference specifically addresses digging deeper than 18 in. while another states it is unlawful to excavate any sand, earth, or soil. Town Attorney Trevarthen explained that the language in one part of the proposed Ordinance is intended to address the concept of removing natural resources from the beach, while elsewhere it is intended to address digging without removal. She

confirmed that this language can be reviewed and perhaps modified prior to second reading.

Commissioner Pouloupoulos stated that he supported the initiative; however, he cautioned that few people are likely to read the Ordinance, and the most important aspect will be whether or not it is enforced. He was supportive of the Ordinance, but agreed that its language and terms may need further clarification. He also felt the Ordinance can be presented to the state for consideration of wider adoption.

Vice Mayor Strauss questioned whether an Ordinance was necessary, suggesting that beach rules similar to those of Fort Lauderdale may be sufficient. He emphasized that the intent of the proposal is to educate and advise beachgoers about safety. He was not willing to see individuals arrested for digging on the beach.

Town Attorney Trevarthen advised that if an Ordinance and specific penalties do not change the language of Code, the Code defaults to Section 1-12, which states that any activity found to be unlawful or prohibited is punishable by a fine not to exceed \$500 or imprisonment for a term not to exceed 60 days, or both. The potential for fines or imprisonment would be part of administrative rule rather than the Ordinance.

Vice Mayor Strauss concluded that he did not see the need for the proposed Ordinance, and would rather see the proposed prohibitions enacted as rules. Commissioner Graziano also cautioned against policing on the beach and spoke in favor of rules similar to those adopted by Fort Lauderdale rather than an Ordinance.

Commissioner Pouloupoulos observed that while he was not in favor of creating unnecessary laws, the purpose of an Ordinance is to apply some enforcement to rules. He pointed out that if a beachgoer chooses not to comply with a request to follow beach rules, there would need to be some mode of enforcement to ensure compliance for greater safety. He was in favor of the proposed Ordinance.

Commissioner DeNapoli requested clarification of the enforcement mechanism for a rule rather than an Ordinance. Town Attorney Trevarthen stated once more that Code only creates a fine or imprisonment for activities prohibited within Code; in the case of a rule, a beachgoer would simply be advised to stop their activity. She added that BSO enforces a number of prohibitions on the beach on a daily basis, and only escalates the issue if it is unavoidable.

Commissioner DeNapoli commented that Fort Lauderdale's rule 7.4.G prohibits the digging of holes or erection of tents, canopies, or fencing on the beach; however, he pointed out that some beachgoers still undertake these prohibited activities. He did not take issue with an Ordinance as long as it is narrowly constructed and there is a sense of what punishment might include.

Mayor Malkoon noted that it is not yet known whether or not there may be habitual offenders who do not follow the proposed Ordinance or rule. He added that a BSO patrol or Code Enforcement presence on the beach would be able to enforce either type of regulation.

Commissioner Poulopoulos made a motion to approve.

Town Manager Connors requested clarification of whether the **motion** to approve includes modifying the proposed Ordinance's language prior to second reading. Commissioner Poulopoulos confirmed this.

Commissioner DeNapoli seconded the motion.

Town Attorney Trevarthen also asked for clarification of whether any aspect of the Ordinance would be removed: for example, the reference to leaving an uncovered hole on the beach could be removed. Commissioner Poulopoulos confirmed that he did not want to remove the references to either digging or abandoning an uncovered hole, and clarified that his concern was with the term "excavation" in the Ordinance's first and second paragraphs.

Commissioner DeNapoli asked if the Town would be able to direct BSO with regard to the enforcement of the Ordinance. Town Attorney Trevarthen stated that the Ordinance can include specifications such as a warning for a first offense; if this is not done, the issue would be left to the discretion of law enforcement. Commissioner Poulopoulos indicated that he trusted the discretion of BSO Officers.

Commissioner DeNapoli also clarified that, as **second**, he accepted the clarification of the **motion** regarding the word "excavation."

Motion carried 5-0.

c. Beach Safety Report

Deputy Town Manager/Public Works Director Ken Rubach reported that the Beach Safety Report was prepared following the tragedy that occurred in February 2024. The Commission had asked Town Staff to explore ways to mitigate safety issues on the beach. Staff looked at how other local and statewide beach communities gather data on ocean rescue services, the level of beach coverage, and potential alternatives to traditional lifeguards.

Deputy Town Manager/Public Works Director Rubach emphasized that the budget numbers cited in his report are for reference only, as the respective beachfront communities vary widely in the composition of their ocean rescue services.

Lauderdale-By-The-Sea has 2.5 miles or 4400 yards of beachfront, with three access points to public beaches, two on the north and one on the south. The farthest distance between these points is 3344 yards.

The report lists Broward County communities which provide lifeguards located on the beach. These communities have towers which range from distances of 150 yards to 361 yards between them. There is even greater variance in Palm Beach County, where some communities provide their own beach rescue services, some services are provided by the County, and some have hybrid programs.

There is a wide range of costs for lifeguard services, varying between \$49,300 per 100 yards of guarded beach to over \$228,000 for the same distance. This calculation is based on the number of towers, personnel, and type of personnel and equipment. The median of this price range is \$139,100 per 100 yards.

Deputy Town Manager/Public Works Director Rubach strongly emphasized that until the Town issues a request for proposals (RFP) or asks for pricing from Pompano Beach Fire/Rescue, solid costs cannot be confirmed. He added that there would be a very narrow window within which the Town could dictate its requests, as these would most likely be part of a larger RFP discussion. Personnel costs constitute between 69% and 80% of the budget for these services, and there is a wide range of the hourly costs of personnel between communities.

Another cost component associated with lifeguards includes towers. It can be difficult to procure these structures, as they are often made to order. Basic fiberglass towers may cost \$80,000, while more complex structures may cost over \$130,000 each. The costs of towers do not include first aid kits, oxygen kits, backboards, e-collars, rescue boards, vehicles, or jet skis.

One alternative to lifeguards may be beach specialists. While the costs for specialists are approximately \$6500 per 100 yards, there are additional staff costs which may include benefits. Beach specialists would not provide assistance in the water but would call 911 in the event of emergencies.

Mayor Malkoon noted that the first year of a lifeguard option could cost over \$1 million including equipment and personnel, which would be a significant tax increase, as not all of this additional expense could be added to the Fire assessment. He estimated that the Code Enforcement option could cost roughly \$300,000 in the first year, not including the costs associated with vehicles.

Deputy Town Manager/Public Works Director Rubach advised that the Town's Finance Department examined the increases that would be necessary in the millage rate for every additional \$100,000 budgeted. This came to 0.0313 for every \$100,000. To accommodate a \$300,000 additional expense, the millage rate would need to increase to 4.0174.

Commissioner Pouloupoulos reviewed the report provided in the backup materials, citing several Broward municipalities which have lifeguards. He pointed out that Lauderdale-By-The-Sea has a significant tourist population, and emphasized that the Town should have lifeguards for the safety of both tourists and residents.

Commissioner Pouloupoulos continued that protection of citizens is one of the most important investments a government can make. He cited a recent incident in which rescue services crossed jurisdictions to help with emergencies, and added that he did not feel beach specialists were the proper solution for dense beaches. He also recalled that the Town has experienced drownings in the past in addition to the tragedy which occurred earlier in the year.

Commissioner Pouloupoulos pointed out that most other Broward beachfront communities do not guard all the lanes of their beaches, but focus on the more populated areas. He asked if there is an agency or association which can study where lifeguard stations should be posted to provide the best safety.

Commissioner Graziano stated that while the full Commission is in favor of public safety, he did not see any information in the Beach Safety Report regarding the number of incidents occurring on beaches, as well as whether they were sand- or water-related. He felt this distinction was important when determining the type of safety the Town

wished to provide, and that it may be significant that the Town is the only beachfront community which has experienced a tragedy related to sand.

Deputy Town Manager/Public Works Director Rubach advised that the city of Pompano Beach recently contracted with a vendor for an overview of their ocean rescue services. This study cost approximately \$50,000. With regard to the number of incidents in other communities, he clarified that Staff was not confident with the historical records available to them, as separate entities may have recorded individual incidents.

Commissioner Pouloupoulos observed that the focus is on incidents or accidents which can be prevented, which may not be useful in predicting how past incidents might affect the future. If lifeguards are present, they may be able to act in seconds to save a life, while other types of beach patrols may be a significant distance away. He reiterated that he was in favor of a study before the Town takes action.

Commissioner Graziano pointed out that some beachfront communities have no lifeguards and have never experienced problems. He again emphasized the importance of incident reports in determining if the Town wishes to undertake a significant expense, as well as whether they should consider lifeguards or alternative services.

Vice Mayor Strauss commented that the desire of Town residents should be taken into consideration as part of the discussion. He could not remember a time when the Town had lifeguards on its beaches, and incidents have been addressed by other entities, such as the former Volunteer Fire Department or BSO.

Vice Mayor Strauss continued that most of the residents to whom he has spoken have indicated they are not in favor of employing lifeguards; however, they are in favor of beach patrols, which had a greater presence on the beach in previous years. He suggested consideration of increasing these patrols, which may include the hiring of additional personnel. He also noted that the Town's commercial beaches are concentrated around the Pier, and that many residents are in favor of increasing patrols in those areas.

Vice Mayor Strauss proposed that if the Commission chose to proceed with lifeguards, he would suggest that there be additional contact with other beachfront municipalities and that the effort be made through RFP. He also recommended looking into the prices associated with different types of beach patrols, noting that this may mean hiring more personnel from Pompano Beach Fire/Rescue or designating a Beach Safety Unit which

will patrol the Town's beaches. There may also be a need for more Town personnel to enforce Ordinances.

Mayor Malkoon concurred that he has also heard from residents that there is not widespread support for posting lifeguards on the beach. He added that lifeguards may not have been able to avert the tragedy that occurred earlier in the year, as they are primarily focused on the water rather than the beach itself. His preference was for a beach patrol or Code Enforcement presence which could monitor digging and/or animals on the beach. It would also be necessary to identify where the funding for additional safety measures would come from, as this could result in a significant tax increase for residents.

Commissioner DeNapoli asked if the Police investigation into Sloan Mattingly's death has concluded and been supplied to the Town. It was confirmed that this investigation has not yet been completed. It was also confirmed that the hiring of lifeguards would lead to a need to raise taxes and would most likely need to be accompanied by cutting services elsewhere as well.

Commissioner DeNapoli also requested clarification that the estimated cost of \$6500 per 100 yards of beach patrol, as provided in the city of Naples, was an annual estimate. Deputy Town Manager/Public Works Director Rubach clarified that while this was the case, that figure can be perceived as misleading, as Naples has seven to eight miles of beachfront and costs roughly \$101,000 per staff member. The Town would most likely need two to three Staff members, or approximately \$300,000.

Commissioner DeNapoli continued that while the Town should have the best possible public safety, he was not in favor of raising the taxes of residents. He concluded that he would like to see the outcome of BSO's investigation, as well as more information on the option of beach patrol increases.

Town Manager Connors noted that increased beach patrols are planned during spring break, with additional funds available for enhanced safety during that season. Commissioner DeNapoli requested clarification of the cost of the enhanced patrols during spring break only, and what these costs would be if spread over the entire season. He also agreed there is not support among residents for full-time lifeguards, although there is support for "stepping up" beach patrols.

Commissioner Pouloupoulos observed that he has received emails from residents addressing the lack of lifeguards on the beach. He recalled that when the Town's

contracts with the VFD and American Medical Rescue (AMR) were replaced by Pompano Beach Fire/Rescue, the Town realized some savings through this consolidation. Town Manager Connors estimated that there had been a savings of roughly \$400,000.

Commissioner Pouloupoulos continued that when the contract changes had been discussed, he had recommended investing those savings in greater public safety. He requested clarification of what a beach patrol would be expected to do, pointing out that they would not perform the same lifesaving function as a lifeguard, Police Officer, or Firefighter. He concluded that he would like to know how the savings from the new Fire/Rescue contract have been used.

Mayor Malkoon recalled that the Town's most recent budget was calculated with the roughly \$400,000 savings in mind, which covered other cost increases. Director of Budget and Finance Lucila Lang confirmed this, adding that the Town's Fire assessment remained the same; the \$400,000 savings was in the General Fund, which offset other expenses.

Commissioner Pouloupoulos continued that the savings have been used to fund Town expenses for purposes other than public safety, and again emphasized the importance of safety measures. Commissioner Graziano suggested that lifeguards may not be the answer to improved beach safety, and that a compromise may be possible. He felt the discussion should continue moving forward but was not convinced that the Town's number of incidents warranted the addition of lifeguards along its beachfront.

Commissioner Pouloupoulos advised that his proposal was not a suggestion of patrolling the entire beach, but that a study be conducted by experts to determine the best place to post lifeguards or concentrate safety measures. Commissioner Graziano stated again that the Town may not have to hire lifeguards in order to provide better beach safety for the community. He reiterated that the Commission should continue the conversation on this topic.

Deputy Town Manager/Public Works Director Ken Rubach concluded that two of the Commissioners have requested more information in the form of a beach study, which would require the engagement of a partner entity by the Town. Mayor Malkoon also noted that the private portions of the Town's beach are also very significant, and the results of a study may recommend easements at some of these locations.

Town Manager Connors noted that it may be more appropriate to focus on the costs associated with using Code Enforcement on the beach rather than an increased BSO presence. This would be a more appropriate approach for the enforcement of Town Code.

Town Attorney Trevarthen clarified that most BSO enforcement is done in response to complaints, while the debate in this case is whether to station a presence continuously on the beach or to have BSO or another entity “check in” on the beach unless they are called there. Commissioner DeNapoli stated that he would like to see a menu of costs, including the cost of extending enhanced spring break patrols throughout the season.

Commissioner Pouloupoulos reiterated that his recommendation was not to add lifeguards over 100% of the Town’s beaches. He added that he did not want to move BSO assets from their primary duties to perform secondary duties, and asked if this had been done during the month of March when BSO had provided enhanced beach patrols. Captain Wesolowski replied that this had been a combination of moving some deputies from other responsibilities during the week, such as traffic, as well as providing dedicated overtime personnel on weekends to strictly patrol the beach.

Commissioner Pouloupoulos concluded that he did not feel law enforcement assets should be removed from the Town’s streets to patrol its beaches because no other assets are available for that function.

Captain Wesolowski explained that BSO’s reason for a presence on the beach is to enforce Town Ordinances as well as to keep the peace among a large number of beachgoers by preventing disruptive or illegal activities. These patrols do not typically enter the water, but patrol the beach using all-terrain vehicles (ATVs) to look for violations. If an individual is drowning, BSO would need to involve its Marine Patrol unit. He concluded that water rescues are not the use for which additional beach patrols are intended.

Commissioner DeNapoli asked if Captain Wesolowski had felt the enhanced beach patrols were useful during spring break. Captain Wesolowski confirmed this.

Mayor Malkoon stated again that the Commission’s direction was for more information on the costs of extended enhanced beach patrols, as well as more information on a potential lifeguard study. Commissioner Graziano added that he would like Staff to survey other beach communities for their incident reports.

Vice Mayor Strauss commented that he was also interested in the costs of extending enhanced beach patrols beyond spring break, either through BSO or through a designated beach patrol program put together by the Town.

Town Attorney Trevarthen noted that this Item had not been advertised for Commission action, but to develop a consensus from the Commission. Deputy Town Manager/Public Works Director Rubach replied that Staff would compile the requested information and update the Commission on when it will be presented. No study involving an outside entity would be retained for this purpose.

Deputy Town Manager/Public Works Director Rubach advised that Pompano Beach is currently conducting an ocean rescue study, and Town Staff has asked what it would cost for this same firm to conduct a similar study for Lauderdale-By-The-Sea. This price was quoted at \$50,000. The Pompano Beach study is part of public record.

13. NEW BUSINESS

None.

14. COMMISSIONER COMMENTS

Commissioner DeNapoli advised that he received an email from a constituent regarding speeding on Seagrape Drive. He had reviewed previous meeting minutes from February 2024, which indicated that speed humps could be considered for that location in the upcoming budget process. There is also a study underway on speeding in the Silver Shores neighborhood, both north and south of Commercial Boulevard.

Commissioner Graziano stated that a discussion of vacation rentals is upcoming, and suggested that there may be many unregistered vacation rentals in the Town. He proposed that the Town invest in identifying these properties, possibly through the use of new software.

Vice Mayor Strauss noted that the most recent Friday Night Music event was well-attended and there were no issues.

Mayor Malkoon wished all present a happy Passover. He also recalled that some residents attended the recent United Way gala over the weekend, and encouraged residents to vote for Lauderdale-By-The-Sea in the *USA Today* poll for Best Beach in Florida. A link to this poll is posted on the Town's website.

Mayor Malkoon continued that Staff is working to prepare an Agenda Item which addresses better enforcement and education regarding vacation rentals. One possibility is working with a company which investigates unregistered vacation rentals. Staff is also working with BSO to develop checklists for vacation rentals.

Commissioner DeNapoli asked if there is Commission interest in scheduling a workshop or workshops on a variety of topics, such as vacation rentals or other outstanding issues raised at today's meeting. There was consensus to schedule a Commission workshop on vacation rentals for May 21, 2024 at 5:30 p.m.

Town Attorney Trevarthen clarified that no Commission action may be taken during a workshop, although the Commissioners may develop consensus to take action at a later regular meeting and may direct Staff to look into additional items.

15. ORDINANCES 1ST READING

- a. **Ordinance 2024-03: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 2, ARTICLE V, DIVISION 3, VOLUNTEER FIREFIGHTERS' PENSION PLAN TO TERMINATE THE TOWN OF LAUDERDALE-BY-THE-SEA VOLUNTEER FIREFIGHTERS' PENSION PLAN; AMENDING SECTION 2-136 "PENSION PLAN CONTINUED, DEFINITION," 2-137, "BOARD OF TRUSTEES," 2-149 "DISTRIBUTION OF BENEFITS," AND 2-143.1, "DEFINED CONTRIBUTION COMPONENT" TO ADOPT PROCEDURES AND CRITERIA FOR TERMINATING THE PLAN; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.**

At this time Mayor Malkoon opened public comment.

Ken Brenner, Chair of the Volunteer Firefighters' Pension Board, stated that he would have preferred to be notified by the Commission that this Agenda Item was scheduled for today's meeting. He hoped that all communications and information have been forwarded to the Plan Administrator and Plan Attorney.

Mr. Brenner also thanked Commissioner Pouloupoulos for his stance on the issue of lifeguards on the Town's beaches, and hoped to see further Commission discussion of

this issue. He suggested that a workshop or roundtable meeting be scheduled for further conversation with the public on this topic.

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

Town Manager Connors confirmed that the appropriate Volunteer Firefighters' Pension Plan information was provided to that Plan's independent attorney, who worked with the Town Attorney to draft language for the Ordinance. The Ordinance addresses what is necessary to close the VFD's Pension Plan. The Pension Board has voted to move forward with closing the Pension Plan as well, and its attorney has worked to determine the allocation of funds from this Plan, which is independent of the Town.

Town Staff also recommends moving forward to close the VFD Pension Plan. There is just under \$168,000 in tax revenue received from the state of Florida, which will be paid into defined contribution accounts. Staff recommends that this also be included in the payouts, less any necessary actuarial and liability fees.

The proposed Ordinance must be adopted in order to change Code and close the Pension Plan. Its second reading is scheduled for May 14, 2024 in order to begin allocation of distributions on June 1, 2024.

Mayor Malkoon requested additional information on the distribution of funds. Town Manager Connors replied that it is in the Town's best interest to close the Pension Plan account, as the Town is responsible for ensuring the payout is made while the Plan is 100% funded.

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

16. ORDINANCES 2ND READING

- a. Ordinance 2024-02: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 17 "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," ARTICLE VI, "SIDEWALK CAFÉS" TO MODIFY REGULATIONS RELATED TO MAINTENANCE OF RIGHT OF WAY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.**

At this time Mayor Malkoon opened public comment, which he closed upon receiving no input.

Development Services Director Jhanelle Campbell recalled that in September 2021, the Town Commission amended Code to establish a charge for the cleaning of sidewalk café space five days per week; however, the Town did not charge the businesses at that time due to the ongoing impacts of the COVID-19 pandemic as well as the ongoing Downtown Enhancement Project.

After the Downtown Enhancement Project was completed, Staff requested additional direction from the Commission regarding the implementation of the additional charge. In January 2024, the Commission directed Staff to change the sidewalk café cleaning charge from mandatory to optional. The Ordinance was presented for first reading in February 2024, at which time it was approved by the Commission.

The new configuration of the Downtown area will require additional review of the sidewalk café regulations to determine if changes are necessary in the future. If changes are needed, they will be brought back before the Commission under separate Ordinances. Staff recommends approval of the Ordinance on second reading.

Commissioner DeNapoli asked if making a change to an Ordinance prior to second reading means it must be presented for an additional reading. Town Attorney Trevarthen explained that if the Ordinance serves the same general purpose after changes are made, no additional reading is required. There is a specific rule which applies for land use and zoning changes: if greater intensity of development is proposed at second reading than at first reading, the process starts over again with first reading.

Commissioner DeNapoli made a motion, seconded by Commissioner Pouloupoulos, to approve. Motion carried 5-0.

17. RESOLUTIONS – PUBLIC COMMENTS

None.

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 9:11 p.m.

Mayor Edmund Malkoon

ATTEST:

Katrina Adler, Town Clerk

Date



Agenda Item No: 11.a.

Town Commission Agenda Item Report

Meeting Date: May 28, 2024

Submitted By: Courtney Easley, Assistant to Town Manager

Submitting Department: Administration

Item Type: Action Item

Agenda Section: CONSENT AGENDA

Subject Title: Renewal of Town Contracts

Explanation: Section III.L.4. of the Purchasing Manual authorizes the Town Manager to exercise renewal options in Commission-approved contracts after providing the Commission with notice of the Town Manager's intent to do so. It has been past practice to annually schedule a comprehensive review of all contracts that have a renewal option and present it to the Commission so that the Commission can provide feedback regarding which contracts, if any, they would like staff to rebid. Additionally, the Town Manager has the authority to extend contracts up to 90 days.

- **Table One** lists contracts that are set to expire in 2024 and have additional renewals available.

CONTRACTOR	SERVICE DESCRIPTION	EXPIRATION DATE	RENEWAL OPTION
Grau & Associates	Financial Auditing	7/30/2024	One Year Renewal
Pompano Beach ILA	Hurricane & Debris Removal	9/25/2024	One Year Renewal
RTR Financial	Parking Fines Collections	10/25/2024	One Year Renewal
Mainguy Landscape	Tree Trimming	5/4/2024	One Year Renewal
Cartaya and Associates Architects	Architects	3/27/2024	
Circuit Transit	Micro-Transit Service	2/23/2024	One Year Renewal
Avirom & Associates	Surveying & Mapping	3/1/2024	One Year Renewal

Beach Raker	Beach Cleaning Services	1/20/2024	One Year Renewal
Full Moon	Web/Audio/Visual Services	3/21/2024	One Year Renewal

Recommendation: Approval

Exhibits: None



Agenda Item No: 13.a.

Town Commission Agenda Item Report

Meeting Date: May 28, 2024

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Presentation

Agenda Section: NEW BUSINESS

Subject Title: Commissioner Graziano - Consider recognizing all federal holidays.

Explanation: Commissioner Graziano submitted an Agenda Item request all Federal holidays (Attachment 1). A list of federally recognized holidays is included as Attachment 2.

If a majority of the Commission wishes to review the Town's current holiday policy, staff will draft an agenda memorandum and any necessary resolution or ordinance for the Commission's consideration and potential adoption.

Recommendation: Provide staff direction.

Exhibits:

1. Commissioner Graziano Agenda Item Request
2. 2024 Federal Holidays



Commissioner Agenda Item Request

Commissioners may submit a request for the preparation of policy, legislation or action by the Town Attorney or Town Manager. The item will be placed under New Business (or Old Business if it has been previously discussed.) This form should state the purpose of the item/action, the major points to be covered, the reasons for necessary action, whether visual aids such as maps, plans, photos or PowerPoint-style presentations may be appropriate, and the specific action or motion desired by the Commissioner. If the item can be resolved by the Town Manager without action of the Commission, the Manager shall be given the opportunity to do so.

Requesting Commissioner: Commissioner Graziano

Purpose of Item/Action: Honoring Federal Holidays

Major Points to be Covered: Budget Neutral
Compensating quality staff while honoring our countries diverse
population in a non discriminatory manner.

Reason for Necessary Action: Employees enjoy federal holidays as breaks in the normal work
days and our staff and community members should have
the same experience.

Specific Action or Motion Desired by the Commission:

Honor Federal Holidays and recognize budget neutral

Will visual aids such as maps, plans, photos or PowerPoint-style presentations be supplied?

☐ YES

☒ NO

Signature: _____

5-17-24

Federal Holidays 2024

Date	Holiday
Monday, January 1, 2024	New Year's Day
Monday, January 15, 2024	Birthday of Martin Luther King, Jr.
Monday, February 19, 2024*	Washington's Birthday
Monday, May 27, 2024	Memorial Day
Wednesday, June 19, 2024	Juneteenth National Independence Day
Thursday, July 4, 2024	Independence Day
Monday, September 2, 2024	Labor Day
Monday, October 14, 2024	Columbus Day
Monday, November 11, 2024	Veterans Day
Thursday, November 28, 2024	Thanksgiving Day
Wednesday, December 25, 2024	Christmas Day



Agenda Item No: 13.b.

Town Commission Agenda Item Report

Meeting Date: May 28, 2024

Submitted By: Katie Anderson, Special Events and Community Marketing Coordinator

Submitting Department: Administration

Item Type: Presentation

Agenda Section: NEW BUSINESS

Subject Title: Special Event Application: COQUI Surf Camp 2024

Explanation: Coqui Surf Foundation Inc. ("CSFI")("the Applicant"), a non-profit organization, has submitted the attached special event application (**Exhibit 1**) to host the Coqui Surf Camp (the "Event") in town this summer. CSFI has hosted this camp with Town for the past two years without incident.

The Event is requested to begin on Monday, June 17, 2024, and run through Friday, August 9, 2024 on a Monday - Friday basis. Camp on Thursday, July 4th would be canceled as the Town hosts the annual 4th of July celebration on this date. As with last year, the Event would be held in El Prado Park and the beach just East of the park.

COQUI SURF CAMP	
JUNE 17 - AUGUST 9, 2024 (excluding July 4, 2024) MONDAY - FRIDAY	
Set Up Begins:	8:00 AM
Parent Drop Off:	8:30 AM
Event Begins:	9:00 AM
Event Ends:	2:00 PM
Parent Pick Up Concludes:	2:30 PM
Clean Up Completed:	3:00 PM

The camp would include activities such as, but not limited to, surf instruction, paddle board instruction, arts and crafts, yoga, music, and more.

The Applicant is anticipating approximately 20 campers per day, with 5 spectators, and 6 camp

volunteers.

A battery-operated amplified sound system may be used at times throughout the camp to give instruction to participants.

The Applicant is proposing usage of four (4) canopies to be used during the event hours - two on the beach and two in El Prado Park. The canopies are branded with the "Coqui Surf Camp" logo. The Applicant is also requesting permission to set two (2) yard signs in El Prado Park during camp hours to direct participants to the event area.

The Applicant has requested usage of a resident parking spot at El Prado Park unloading camp inventory during the hours of 8:00 a.m. - 8:30 a.m. and loading these items from 2:30 p.m. - 3:00 p.m. After reviewing the request, Staff recommends allowing up to two cars the ability park along the outside lane of Northbound El Mar Drive to load / unload. This is the same manner in which loading / unloading for the Farmer's Market is handled.

To handle drop off and pick up of camp attendees, the Applicant is requesting permission for parents to pull up along the outside Northbound lane of El Mar Drive. Staff finds no issue with this request.

The Applicant is requesting the posting of the surf camp on the Discover LBTS webpage, as well as flyer placement in the buoys in the downtown. In the past, the Town has not used the Discover webpage for any events other than those directly hosted by the Town. Staff is instead recommending inclusion in our weekly Town Topics e-mail blasts, as well as postings on our social media outlets to let residents know about the camp opportunity.

The completed application was received May 9, 2024 - 39 days before the event. Our application process requires applicants submit their information sixty days prior to the event date. If received within 60 days, Resolution 2017-41 requires a \$250 application fee. As a non-profit organization providing a benefit to the community, the Applicant is requesting the application fee be waived.

Recommendation: Staff is recommending approval of the Special Event Application for the Coqui Surf Camp based on the provisions outlined in the event permit (**Exhibit 2**).

Staff is requesting direction on:

1. Approval of the use of El Mar for loading and unloading, as well as parent pick up and drop off.
2. Marketing outlets - Discover LBTS as requested, or Staff suggestion to include in Town Topics and social media.
3. Waiver of the \$250 late application fee.

Exhibits:

1. SEA Coqui Surf Camp 2024
2. LBTS Permit_CoquiSurfCamp_2024

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:

Coqui Surf Camp

Event Purpose, Description and Activities:

Water sport Lessons & Activities
Surfing, paddle boarding, & skimboarding
Arts & Crafts, martial arts, yoga.

New Event ☐ or Returning Event ☒ Previous Attendance

Day(s) and Date(s) of Event:

6-17 — 8-09

Proposed location of the Event (location, streets, landmarks):

El Prado PARK BEACH - surf lessons on the beach
other activities in the park

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

Participants: 20 #Spectators 5 #Adult volunteers: 6

Please complete the following table:

Activity	Day	Time
Start of set-up:	<u>6-17 / 8-09</u>	<u>8 am</u>
Start time of the Event:	<u>Parent drop off</u>	<u>8:30 am</u>
EVENT	<u>IN THE WATER</u>	<u>9 am</u>
End time of the Event:		<u>2:00 pm</u>
Start of Clean up:	<u>Parent pick up</u>	<u>2:30 pm</u>
Clean-up completed by: (Site restored to original condition)		<u>3:00 pm</u>

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:

Attached Back page

Person submitting Application ("Responsible Party"):

Name:

Mailing address:

Phone:

Mobile phone:

Email:

Fax:

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

Name(s):

Mailing address:

Phone:

Mobile phone:

Evening phone:

Fax:

Email:

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:

Resident spot for loading
unloading between 8:00 & 8:30 & 2:00 - 3:00 pm

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)

As a nonprofit organization we respectfully request waiving of the application fee as we are providing a benefit to our community

FEES

Are there fees or donations collected on site from the participants or spectators?

YES

NO

If yes, provide details:

fees will be collected prior to

SOUND SYSTEMS

the event. No cash collected at event

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:

ukulele lessons

☐ 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: Coqui Surf Camp

Email: surfhdz@gmail.com

Address: 1057 Hillbroke Mile A1A # 812 Hillbroke Beach, Fla 33062

Daytime phone: 954-394-7873

Mobile phone:

754-779-0332

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: _____

Canopies: 2-4 (no sides)

Stages: _____

Bleachers: _____ list size and max load:

UTILITIES

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: N/A
_____ Water: N/A
_____ Gas, propane, BBQ grills, generators:
_____ Fuel Storage:

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:

① Canopies have surf camp logo on top
② 2 double sided yard signs at El Prado Park
mon - Fri. (during event time)

③ Request posting on events page of Discover LBTB
④ Request event fliers in bounys now -

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.

All minors will be accompanied to restrooms by counselor
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: _____

(Show on Site Plan)

We will use Friedt Park and Elmer Plaza

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 _____

restrooms

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

All participants & parents will pay for parking

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:

Request for use of 1 resident spot to load and unload

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.

All parking meter fees are paid 30 days prior to the event.

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.

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

Provide contact information for all license holders that will be serving alcohol:

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

N/A

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?
If yes, please give details:

YES

☒ NO

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?
List items for sale:

YES

☒ NO

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 event 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 8:AM and the area will be cleaned and open by 3:PM
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

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>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>	<i>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.</i>
Applicant's Signature (required): _____ Date _____	Property owner's Signature (required): _____ Date: _____
Applicant's (Print information below) Name: Title: Organization: Telephone: Mobile: Email:	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 _____ who is personally known to me/provided _____ 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: _____ _____ Notary Public, State of Florida	My Commission Expires: _____ _____ Notary Public, State of Florida

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

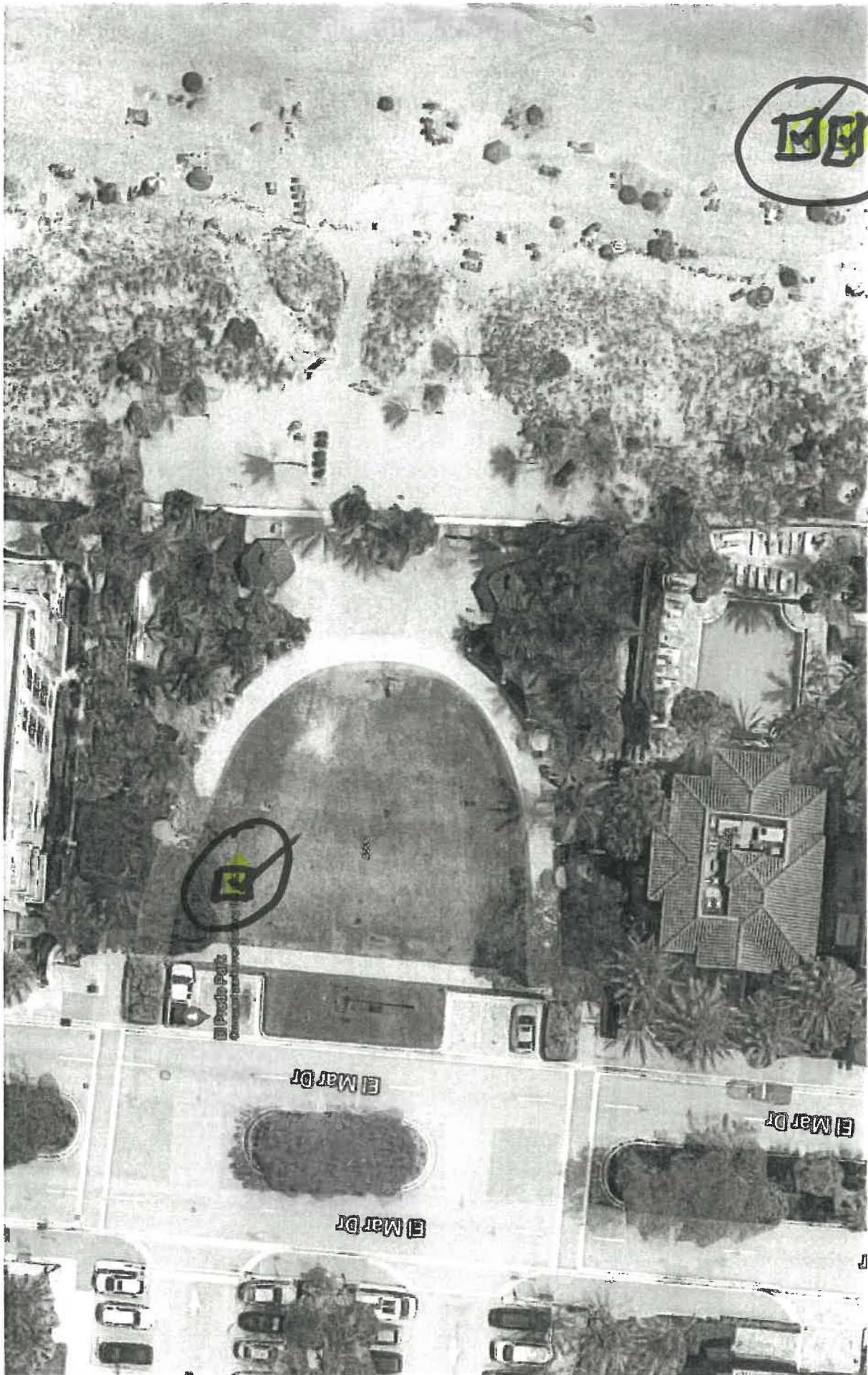
Parking:

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)



located
in
EL PRADO
PARK
&
BEACH

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.

Donald E. Mude
Applicant's Signature (required)

5/9/2024
Date

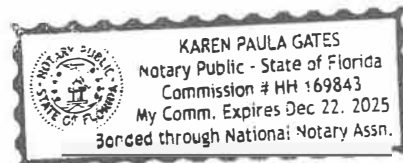
Jerry Gruber CEO Coqui Surf Camp
Applicant's Printed Name and Title/Organization

954.394-7873
Telephone Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

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

Karen Paula Gates
Notary Public, State of Florida
My Commission Expires: *12-22-25*





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation
COQUI SURF FOUNDATION INC.

Filing Information

Document Number	N22000002335
FEI/EIN Number	88-1217151
Date Filed	02/21/2022
Effective Date	02/20/2022
State	FL
Status	ACTIVE

Principal Address

1057 HILLSBORO MILE A1A
812
HILLSBORO BEACH, FL 33062

Mailing Address

1057 HILLSBORO MILE A1A
812
HILLSBORO BEACH, FL 33062

Registered Agent Name & Address

GRUHER, JERALD E
1057 HILLSBORO MILE A1A
812
HILLSBORO BEACH, FL 33062

Officer/Director Detail

Name & Address

Title P

TOLZ, CRAIG D
4841 NE 19TH AVE.
FT. LAUDERDALE, FL 33308

Title VP

GRUHER, JERALD E
1057 HILLSBORO MILE A1A #812
HILLSBORO BEACH, FL 33062

Title SEC

HUNT, BRADLEY G
1310 NE 27TH TERR
POMPANO BEACH, FL 33062

Annual Reports

Report Year	Filed Date
2023	04/11/2023
2024	04/29/2024

Document Images

04/29/2024 -- ANNUAL REPORT	View image in PDF format
04/11/2023 -- ANNUAL REPORT	View image in PDF format
02/21/2022 -- Domestic Non-Profit	View image in PDF format



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

PERMIT HOLDER INFORMATION

NAME / ORGANIZATION:	Coqui Surf Foundation Inc.	REPRESENTATIVE:	Craig Tolz
STREET ADDRESS:	4841 NE 19 th Ave	CITY, STATE, ZIP:	Fort Lauderdale, FL 33308
PHONE NUMBER (S):	754-779-0332	EMAIL:	surftolz@gmail.com

DATE AND LOCATION OF EVENT

TYPE OF EVENT:	Surf Camp	DATE(S) OF EVENT:	Monday, June 17, 2024 – Friday, August 9, 2024
HOUR(S) OF EVENT:	8:00 AM – 3:00 PM	ADDRESS / LOCATION OF EVENT:	El Prado Park + Beach

DESCRIPTION OF EVENT:

Surf camp consisting of various outdoor activities (surf / paddle board instruction, yoga, crafts, etc.)

COQUI SURF CAMP	
MONDAY, JUNE 17 – FRIDAY, AUGUST 9, 2024	
(MONDAY – FRIDAY)	
*No camp Thursday, July 4, 2024	
Start of Setup:	8:00 AM
Parent Drop Off Begins:	8:30 AM
Camp Begins:	9:00 AM
Camp Ends:	2:00 PM
Parent Pickup:	2:00 PM – 2:30PM
Cleanup Completed:	3:00 PM

SPECIAL CONDITIONS

The EVENT was approved by Town Commission on Tuesday, May 28, 2024 with the following conditions:

1. All applicable fees pertaining to this event have been waived – \$250 late application fee.
2. Marine Turtle Protection: If any of the activities take place on the beach sand, the Event organizers shall ensure a minimum buffer of 10 feet is kept clear around any marked sea turtle nests, or any areas that appear to be a new nest. All proposed event activities will stay clear of all active nests. No activities adjacent to a nest that might directly or indirectly disturb the area within the staked circle. No holes are to be dug in the sand west of the high tide line.



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

3. Road Closures, Lane Closures, and Parking Spaces:
 - a. Parking will operate according to normal parking regulations.
 - b. Permit Holder is permitted to load in and load out in the outside lane of Northbound El Mar Drive, along the El Prado Park median, during the times of 8:00 AM – 8:30 AM and 2:30 PM – 3:00 PM.
 - c. Parent drop off and pick up between the hours of 8:30 AM – 9:00 AM and 2:00 PM – 2:30 PM is permitted in the outside lane of Northbound El Mar Drive.
4. Setup:
 - a. Tables, chairs, stage, equipment, etc. shall not interfere with pedestrian walkways, ingress or egress.
 - b. Sidewalks next to the Event site and within the Event shall remain open and clear for pedestrian traffic.
 - c. The Event shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered to not pose a hazard to the public or event staff.
 - d. Permit Holder is permitted to erect four (4) branded canopies, two on the beach and two in El Prado Park, during the hours of the Event.
5. Broward Sheriff Office (BSO):
 - a. BSO shall specify the number of detail officers needed for traffic and crowd control. The Permit Holder shall contract with BSO directly for the necessary BSO personnel within ten (10) days of receiving event approval.
 - b. BSO shall approve the Event's traffic plan, if one is required.
6. Signage
 - a. Permit Holder is permitted to place two (2) yard signs in El Prado Park during the hours of the Event.
7. The Event and its approved sound systems will be operated so as not to violate the Town's code, including section 13-6, Noise Limitation.
8. Marketing: Town agrees to include camp promotion in the weekly Town Topics e-blasts. Town will also include promotion across various social media outlets.
9. A clean up deposit may be imposed, based on the final Site Plan, and due two weeks prior to the Event. Clean up fee starting at \$150 will be charged if the area is not cleaned to the Town's standards by 9:00 a.m. the day of the Event.
10. Final Site Plan must be presented to Town Staff for approval at least 48 hours in advance of the Event. The Permit Holder shall arrange for an inspection of the event site to occur two hours before the start of the event. This inspection shall include Town's Event Manager or designee, and the Event's dedicated on-site representative for the purpose of ensuring the event is organized in a safe manner.
11. The cost of any inspections or work required by Town Staff after normal working hours will be billed to the Event and must be paid within two weeks of invoice date.



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

12. 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 for cancellation
- 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 will 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 EVENT will 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 will be issued as part of any required policies. Failure to comply with these requirements will justify a denial, suspension or revocation of the requested approval by the Interim Town Manager or designee.

13. 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 Event (the "Subcontractor"), the Subcontractor shall be required to meet the insurance and indemnification requirements of set forth in the Permit and this Approval, under which the EVENT is applying, as if they were the Event and will be held responsible for compliance with the Town Code as if the Subcontractor for the Event.

14. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for the 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.

15. The Event 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 Event unless all monies due are paid, permits/paperwork received, and code issues resolved 14 days prior to the Event.

16. The Town Manager may suspend permission for this event or require changes in the site plan due to conflicting activities, failure of the Event 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.



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

17. The Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special events if deemed necessary by the Town or upon the EVENT proposing a valid reason.
18. Permission for the Event may be suspended or modified by the Commission, Town Manager, or designated Staff.
19. The Town Manager or onsite Town representative may terminate the Event or Event's participation due to the Event not complying with the terms and conditions of the Town's event permit, for health or other safety reasons.
20. If any Condition is not met by the EVENT, the Town may charge a \$500 fee for each occurrence of a violation of these Conditions.

DOCUMENTS AND PERMITS REQUIRED

Insurance needed

SIGNATURES REQUIRED

PERMIT HOLDER: I agree to comply with all conditions of this permit	
SIGNATURE OF PERMIT HOLDER:	DATE:
CRAIG TOLZ PRINTED NAME	

TOWN REPRESENTATIVE:	
SIGNATURE:	DATE:
KATIE ANDERSON, EVENTS & MARKETING MANAGER PRINTED NAME & AFFILIATION TO EVENT	

TOWN REPRESENTATIVE:	
SIGNATURE:	DATE:
COURTNEY EASLEY, ASSISTANT TO TOWN MANAGER PRINTED NAME & AFFILIATION TO EVENT	



Town Commission Agenda Item Report

Meeting Date: May 28, 2024

Submitted By: Ken Rubach, Deputy Town Manager/Public Works Director

Submitting Department: Administration

Item Type: Resolution

Agenda Section: NEW BUSINESS

Subject Title: Resolution 2024-20: 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.

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. The City of Pompano Beach has recently signed a new contract with Crowder Gulf Joint Venture, Inc. ("Crowder Gulf") to provide these services due to their current contract expiring. The Town previously piggybacked off of Pompano Beach's Crowder Gulf contract, and they have proven to be a reliable partner with the Town for almost a decade. Due to Crowder Gulf's assistance during Hurricane Irma, the Town was able to quickly clean up and return life to a sense of normalcy for our residents. They have remained in constant contact with Town staff during the hurricane season and have been extremely responsive to our inquiries. Prior to the Town's engagement of Crowder Gulf, another company was utilized that did not perform to the level expected and, as a result, their contract was terminated.

Contractual rates for services are laid out in Exhibit A-1 under Section "C"- Fees and Cost; Attachment "E", of the Crowder Gulf proposal which is attached as part of the piggyback agreement. No costs are incurred until we request activation of the contract. Should this occur, the Town would seek reimbursement for these costs under state and federal emergency disaster declarations when applicable.

As part of our ongoing agreement with Pompano Beach for access to their debris staging sites, they requested in 2020 that we use the same firm, if possible. 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 continue to piggyback off of that contract in order to a) continue to accommodate Pompano Beach's request and b) continue to have a reliable contractor available should the need arise.

Recommendation: Approve Resolution 2024-20: Authorizing the Town Manager to execute the piggyback agreement with Crowder Gulf for disaster debris recovery services.

Exhibits:

1. Resolution 2024-2020 Crowder Gulf Piggyback

RESOLUTION NO. 2024-20

**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 30, 2024, 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-17-23 for emergency debris management and disaster recovery technical assistance (“Pompano Agreement”); and

WHEREAS, Lauderdale-By-The-Sea (“Town”) wishes to contract with Crowder Gulf, utilizing the Pompano Agreement for emergency disaster debris recovery services (“Piggyback Agreement”); and

WHEREAS, pursuant to Section IV.E. of the Town’s Purchasing Manual, the Town is authorized to select and contract through the use of the competitive solicitation process of another government entity as an exception to the Town’s otherwise required formal solicitation process; and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve the 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.

1 **SECTION 2. Piggyback Agreement Approved.** The Piggyback Agreement with
2 Crowder Gulf for emergency disaster debris recovery services, attached hereto as Exhibit “A,” is
3 hereby approved.

4 **SECTION 3. Authorization to Execute the Agreement.** The Town authorizes the
5 Town Manager or designee to execute the Agreement, in substantially the same form as attached
6 Exhibit “A,” together with such non-substantial changes as are deemed necessary by the Town
7 Manager and approved as to form and legal sufficiency by the Town Attorney.

8 **SECTION 4. Authorization to Implement.** The appropriate Town officials are
9 authorized to execute all necessary documents and to take any necessary action to effectuate the
10 intent of this Resolution.

11 **SECTION 5. Effective Date.** This Resolution shall become effective immediately
12 upon passage and adoption.

PASSED AND ADOPTED on this 28th day of May, 2024.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

May 08, 2024

Mr. Ken Rubach
Deputy Town Manager & Public Works Director
Town of Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308

via email: KenR@lbts-fl.gov

Re: Agreement Letter for Disaster Debris Recovery Services

Dear Mr. Rubach:

Please allow this letter to serve as CrowderGulf's commitment to provide Disaster Debris Recovery Services to the Town of Lauderdale-By-The-Sea under the same terms and conditions as the City of Pompano Beach contract for Disaster Debris Recovery Services, Contract No. 12327. The term of the City of Pompano Beach contract is for a period of five (5) years, commencing upon award by the appropriate City officials. The City reserves the right to renew this contract for an additional five (5) year period subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices, and conditions shall remain firm for the initial period of the contract, and any renewal period. The initial period of the contract is through April 29, 2029.

The Town of Lauderdale-By-The-Sea will receive the same level of support and pricing as stated in the City of Pompano Beach contract. The Town's agreement will be administered independently of the City of Pompano Beach and all issues will be handled directly with CrowderGulf. Please acknowledge the acceptance of this agreement by signing and returning a copy of this letter for our files.

Thank you for this opportunity, we look forward to working with you in the future if our services are needed. If you have any questions, or if we can be of any further assistance, please do not hesitate to contact me at the CrowderGulf Disaster Administration Office (DAO) at 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,

A handwritten signature in blue ink that reads 'Ashley Ramsay-Naile'.

Ashley Ramsay-Naile
President

Approved By – Town of Lauderdale-By-The-Sea, FL

Signature

Name/Title

Date

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

This Agreement is made this ____ day of May, 2024 ("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 5629 Commerce Blvd East, Mobile, AL 36619.

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-17-23 and resulting agreement dated April 30th, 2024, 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 townclerk@lauderdalebytheseafl.gov, OR BY MAIL: Katrina Adler, 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: Ashley Ramsay-Naile, President
Crowder Gulf Joint Venture, Inc.
5629 Commerce Blvd East.
Mobile, AL 36619

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

CROWDER GULF JOINT VENTURE, INC.

Linda Connors, Town Manager

Date: _____

Date: _____

Attest: _____
Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

ORDINANCE NO. 2024- 31

#14

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR DISASTER DEBRIS RECOVERY SERVICES BETWEEN THE CITY OF POMPANO BEACH AND CROWDER-GULF JOINT VENTURE, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Contract for Disaster Debris Recovery Services between the City of Pompano Beach and Crowder-Gulf Joint Venture, Inc., a copy of which Contract is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Contract between the City of Pompano Beach and Crowder-Gulf Joint Venture, Inc.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 9th day of April, 2024.

PASSED SECOND READING this 23rd day of April, 2024.

DocuSigned by:

Rex Hardin

502CB780EB3F480...

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:

Kervin Alfred

900260F4DD24403...

KERVIN ALFRED, CITY CLERK

DS



MEB/mcm
3/26/2024
L:ord/2024-131

**CONTRACT FOR DISASTER DEBRIS RECOVERY SERVICES
FOR
THE CITY OF POMPAÑO BEACH
(No. 12327)**

This Contract is made and entered into on April 30, 2024 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. a Florida corporation, 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 millions of 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, the goal of this Contract is 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-17-23 and Contractor's Proposal, hereby referenced as well as all documents specifically referred to in Section XXI 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 - the residue produced by incineration of the burnable, Eligible Debris.
- B. 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.
- C. CONSTRUCTION AND DEMOLITION DEBRIS - 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.
- 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 - 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.
- 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.
- H. 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.
- 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 - Debris not generated by the declared, natural or manmade disaster and thus, outside the scope of this Contract.
- K. LOAD TICKET—a serialized, four-part or electronic form used to record and document volumes of Eligible Debris collected by the CONTRACTOR.

- L. NATIONAL RESPONSE CENTER—the sole national point of contact for reporting oil, chemical, radiological and biological discharges.
- M. NOTICE TO PROCEED—written approval issued to the CONTRACTOR by the CITY to begin mobilization for disaster recovery work. 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.
- N. PASSES—the number of times the CONTRACTOR passes through the assigned Work Zone to collect all Eligible Debris.
- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. 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.
- T. 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).
- U. DEBRIS MANAGEMENT SITE SUPERVISOR—the CITY’S authorized representative designated to monitor the Debris Management Site operations performed by the CONTRACTOR.
- V. 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.
- W. WHITE GOODS- Includes but is not limited to household appliances, such as ranges, washers, water heaters and other domestic or commercial-size appliances.
- X. 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.

- Y. 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.
- Z. 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.
- AA. 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, 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 sixty (60) months, commencing upon execution by both parties and terminating sixty (60) months from that date. The contract may be extended for up to six (6) 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 six (6) months 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.

3. 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

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: There are six (6) possible classifications and 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
 - b. Construction and Demolition Debris (C & D)
 - c. White Goods
 - d. Bulky Household Waste/Garbage:
 - e. Recyclables
 - f. Hazardous and/or Toxic Waste
2. Ash
3. Ineligible Debris

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.N., 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 all 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 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, 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 may require a quote for the additional unit cost for such services and confirmed via a written amendment. Prior approval of any written amendment shall be obtained from the City Commission when reasonably feasible to do so. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full

negotiations between the CONTRACTOR and CITY's Contract Administrator 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. City reserves the right to issue Task Orders after a written amendment is negotiated, but has not yet been approved by the City Commission based upon existing exigent circumstances caused by a disaster event. In such instance, where the additional services are required immediately, the amendment will be presented to the City Commission for later ratification which shall not impede CONTRACTOR'S right of compensation for performance of written requests for additional services.

3. Upon acceptance of the additional unit costs, 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 services or work performed without a written Task Order for such work first issued by the City 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: Environmental Services Director
 P.O. Drawer 1300
 Pompano Beach, FL 33060
- 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.):
 - i. 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.

- F. 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.
- G. 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.
- H. 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.
- I. 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:

$$\text{Contractor Fee} \times (1 + 75\% \text{ of CPI}) = \text{Subsequent Year Fee}$$
 - 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.
- J. 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.
- K. 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 employ 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. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.
- B. The CONTRACTOR shall at all times indemnify, defend, save and hold harmless the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from Contractor's performance under this Contract, including but not limited to, any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.
- C. The CONTRACTOR acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.
- D. Nothing herein shall be construed to hold the CONTRACTOR liable for the negligence of the CITY.
- E. This indemnification and hold harmless agreement shall survive the termination or expiration of this Contract.
- F. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

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, \$2,000,000.00 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

The following are incorporated into, and shall constitute a part of, this Contract:

- 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-17-23

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. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, as applicable.
- G. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY LITIGATION RELATED TO THIS AGREEMENT.
- H. 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.
- I. 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.
- J. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination
- K. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, registered or certified mail or other trackable delivery service,

postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

CONTRACTOR'S REPRESENTATIVE

Mrs. Ashley Ramsay-Naile
President
Crowder-Gulf
5629 Commerce Blvd E
Mobile, AL 36619
800-992-6207 Office
251-459-7433 Fax

CITY ADMINISTRATIVE AGENT

Mr. Gregory P. Harrison
City Manager
City of Pompano Beach
P.O. Drawer 1300
Pompano Beach, FL 33060
954-786-4609 Office
954-786-4504 Fax

Copies:

(a) as to the CONTRACTOR, Wesley Naile, Contract Manager, 5629 Commerce Blvd. East, Mobile, AL 36619

(b) as to the CITY, Kervin Alfred, Office of the City Clerk, P.O. Drawer 1300, Pompano Beach, Florida 33060

Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. 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 with 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 etseq.

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.

Compliance with Davis Bacon Act

- 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. 37CFR 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, Crowder-Gulf 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.

Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official Ashley Ramsay-Naile,
President

Date

03/14/24

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.

29. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system

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

XXIV. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

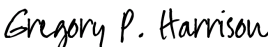
CITY OF POMPANO BEACH

DocuSigned by:

900260F4DD24403...
KERVIN ALFRED, CITY CLERK

DocuSigned by:

502CB780EB3F480...
By: REX HARDIN, MAYOR

DocuSigned by:

7052A67F15A44C8...
By: GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:

343B0B2C81D9424...
MARK E. BERMAN, CITY ATTORNEY



"CONTRACTOR"

Crowder-Gulf Joint Venture, Inc.

Witnesses:

Wesley Naile

Wesley Naile
(Print or Type Name)

Leigh A. Ryals

Leigh Anne Ryals
(Print or Type Name)

By: Ashley Ramsay-Naile
Ashley Ramsay-Naile, President

STATE OF ~~FLORIDA~~ ALABAMA

COUNTY OF Mobile

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 14th day of March, 2024, by Ashley Ramsay-Naile as President of Crowder-Gulf Joint Venture, Inc., a Florida corporation on behalf of the corporation. He/She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



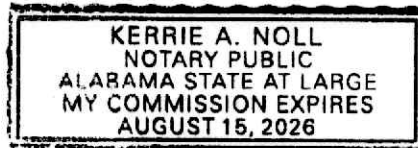
Kerrie A. Noll

NOTARY PUBLIC, STATE OF FLORIDA

Kerrie A. Noll

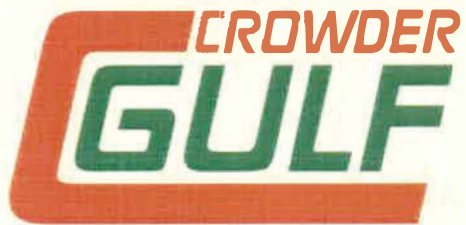
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



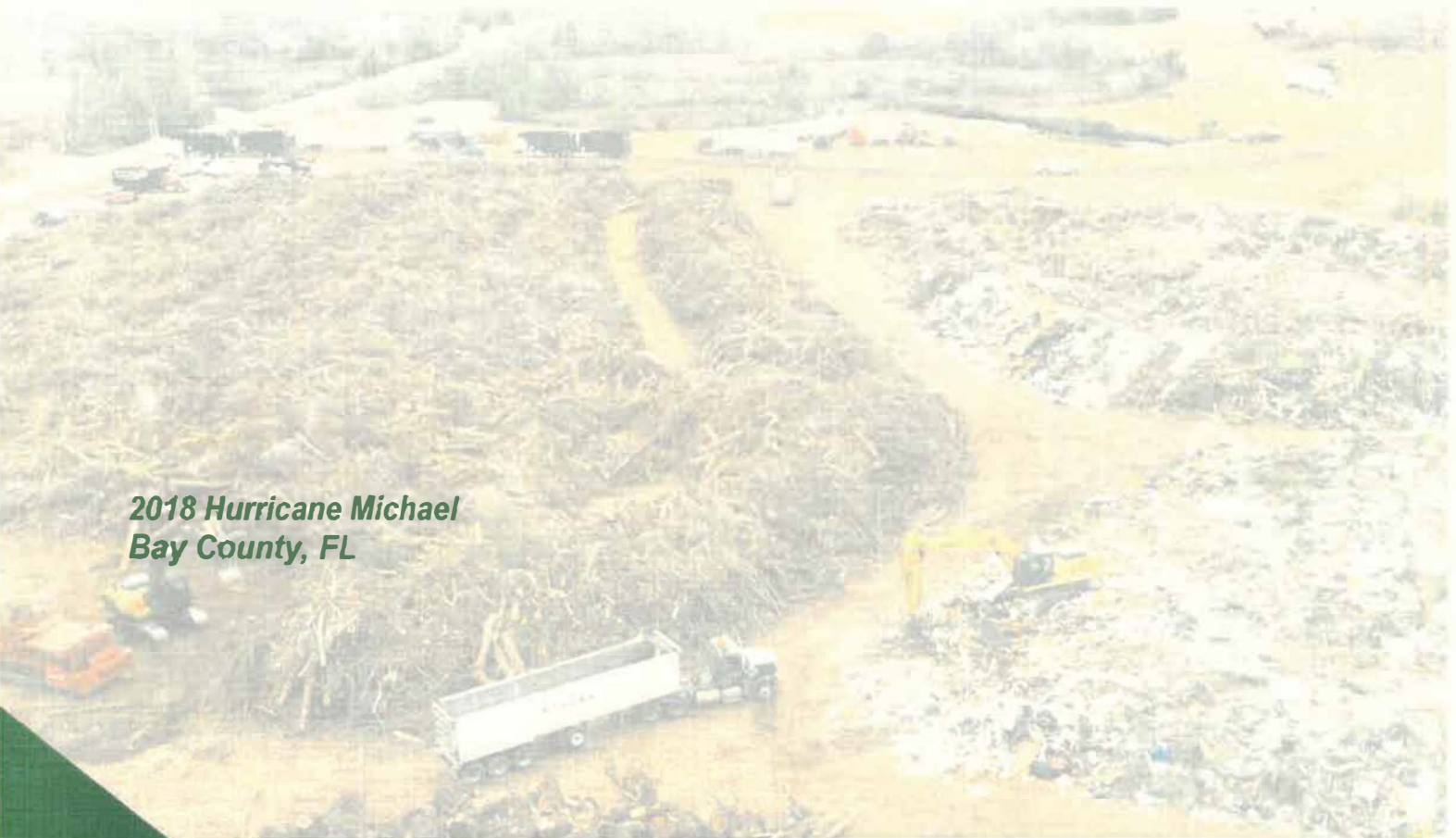
ATTACHMENT A

Scenarios & Response, Plan of Action, Documentation & Reimbursement



B. Response Plan

**2018 Hurricane Michael
Bay County, FL**



City of Pompano Beach, FL
*RFP #E-17-23 Emergency Debris Management
and Disaster Recovery Technical Assistance*



B. Response Plan

Principles of Project Management

Standards

CrowderGulf conducts all debris operations to meet or exceed all regulations and program standards of FEMA Public Assistance Program and Policy Guide (incorporating FEMA 325 Debris Management Guide and FEMA 327 Debris Monitoring 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 48 hours prior to a hurricane making landfall or immediately upon the occurrence of any debris generating event within the City of Pompano Beach.

- Within 12 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 12-24 hours of NTP
- Within 48 hours of initial NTP, crews will be fully operational and hauling debris.
- Within 72 hours of the NTP, a DMS fully operational for reduction and disposal of debris.
- Crews 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 City 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 the 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 Mobile, 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.*

We Know Disaster Recovery & Debris Management

CrowderGulf has decades of experience providing disaster recovery, debris removal and coastal restoration services throughout United States. CrowderGulf has helped communities and local governments recover from some of the worst disasters to hit the U.S., ranging from natural disasters like powerful hurricanes and tornadoes to the BP Deepwater Horizon Oil Spill and more.

Need to speak to a CrowderGulf representative immediately? Email us at info@crowdergulf.com or call us at 800-992-6207.

Interested in becoming a Subcontractor for CrowderGulf?

Complete our **Subcontractor Registration form** and email it info@crowdergulf.com or fax it to 251-459-7433.

What We Do



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.

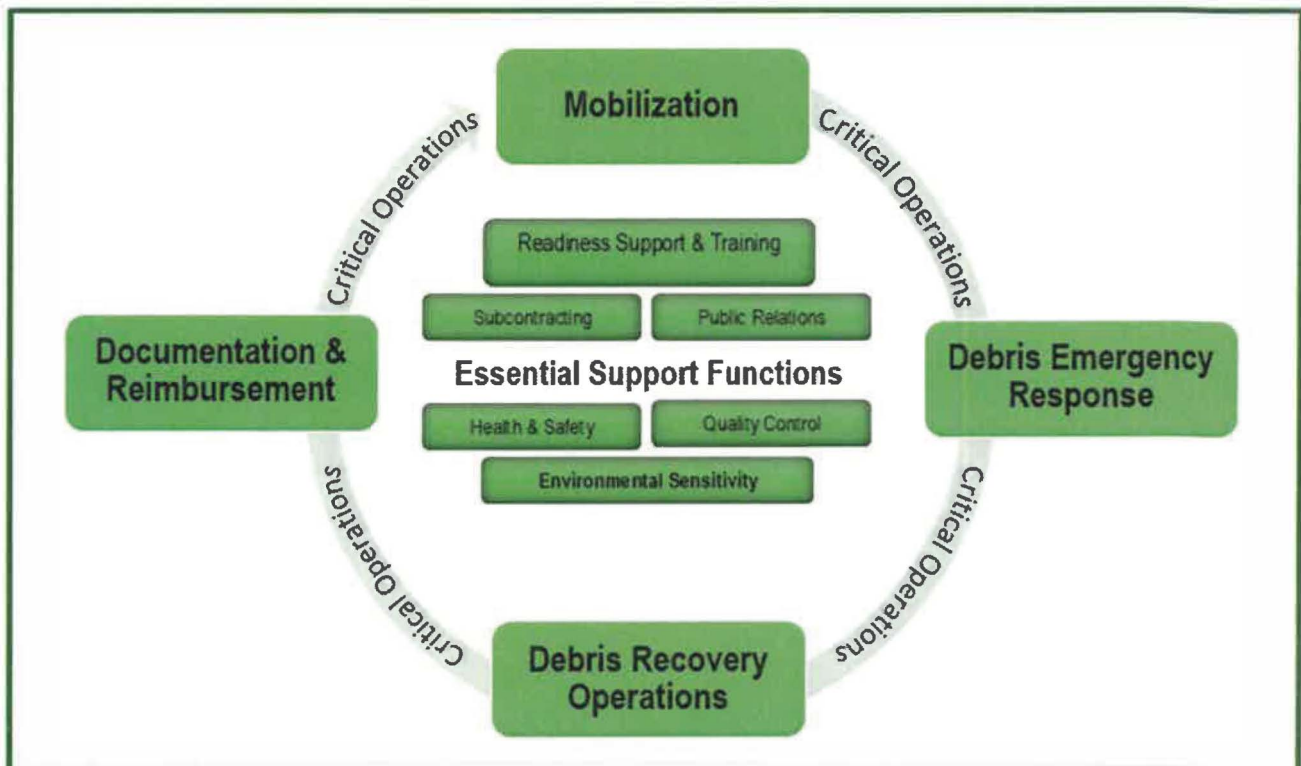
The amount of damage that occurs during a natural disaster and the effort required to restore the affected areas varies with each situation. CrowderGulf's comprehensive **Debris Operations Plan is a flexible strategy that integrates Critical Operations and Essential Support Functions** to insure the 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 50 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 call-down list will be checked to verify accuracy. Field Project Managers and Field Supervisors 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 48 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 a safe distance (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. The CrowderGulf Command Center is a state-of-the art Prevost bus that provides living quarters and a fully functioning office space for our key management personnel. The Command Center gives CrowderGulf the ability to position key people in disaster areas that are otherwise uninhabitable. This invaluable tool allows CrowderGulf to provide our clients with unmatched response times when it matters most.

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

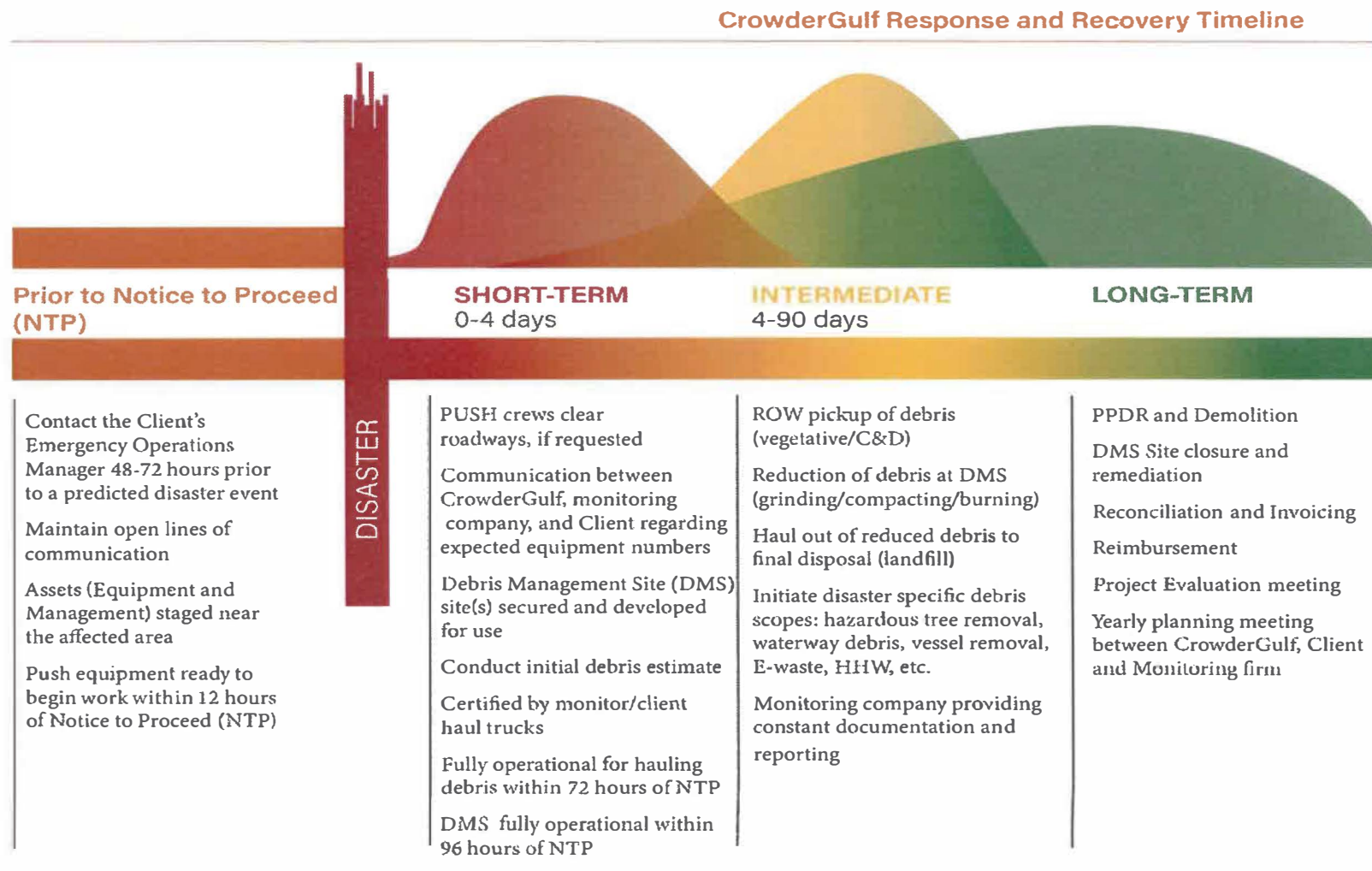
Below are CrowderGulf's anticipated mobilization timelines for debris removal work. CrowderGulf has never failed to meet the end timelines for completing all projects and remain committed to meeting all timelines.

- Contacting the City's Emergency Operations Manager 48-72 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 or sooner as determined by the City's notice to proceed.

SAMPLE Response and Recovery Timeline

Debris Removal, Reduction and Disposal Operations

CrowderGulf Response and Recovery Timeline





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 lifesaving 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. Each "clearing crew" 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

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.



“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***

➤ 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.

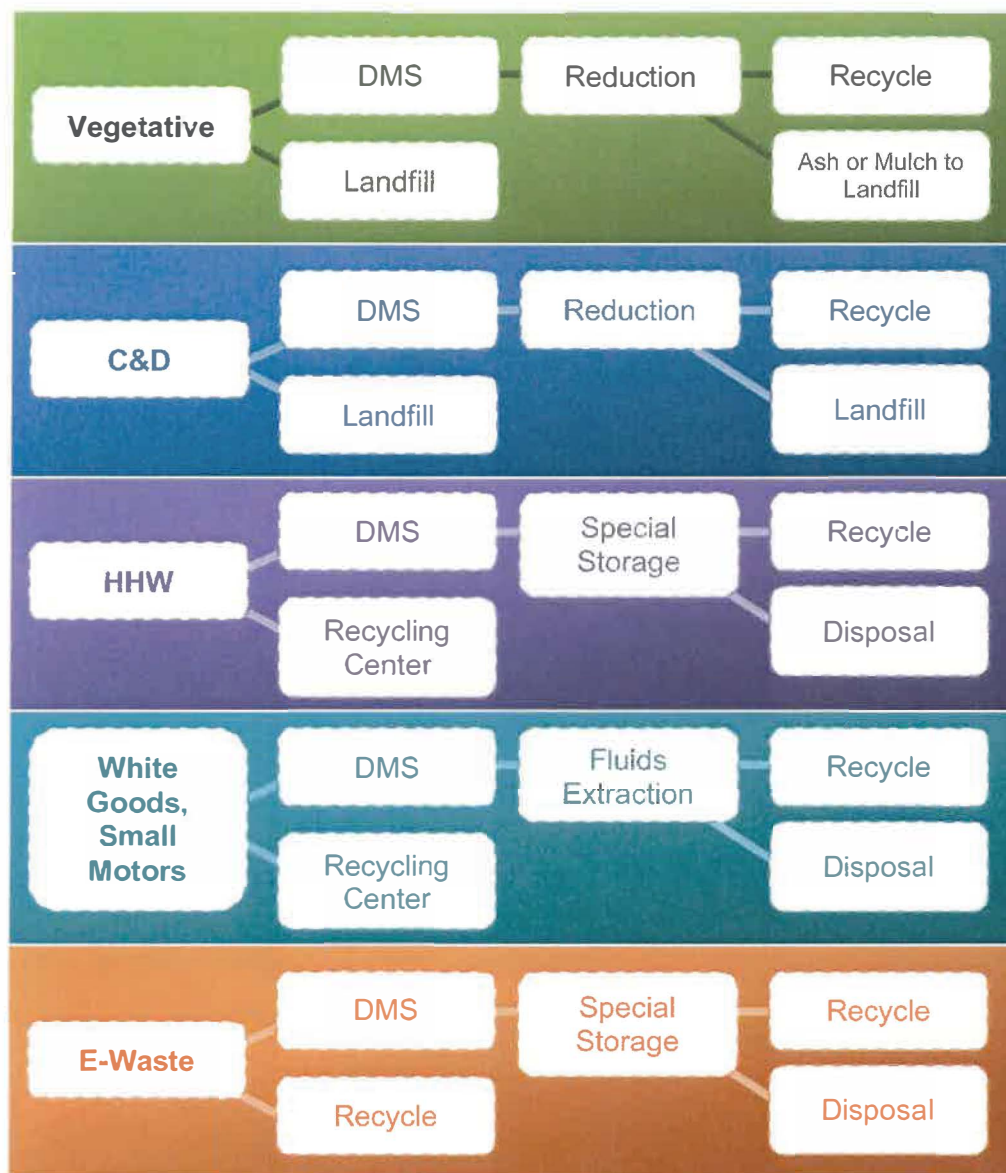
Curbside collection requires that only storm related debris be placed at the curb or public rights-of-way. *Source-segregated debris collection* offers the potential of high salvage value and efficient recycling/reduction processing. This method is important when collecting hazardous and environmentally 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 Public Assistance Program and Policy Guide. 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 damaged areas will be divided into sections and 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
80 - 140 CY self-loader trucks &/or 20 – 60 CY dump trucks with skilled operators, all with skilled, experienced operators	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).

"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

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.

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.



**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

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, and 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.*

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 Public Assistance Program and Policy Guide 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 overall success of DMS operations is determined by how the site is designed.

A minimum of the following features will be designed into the DMS plan.

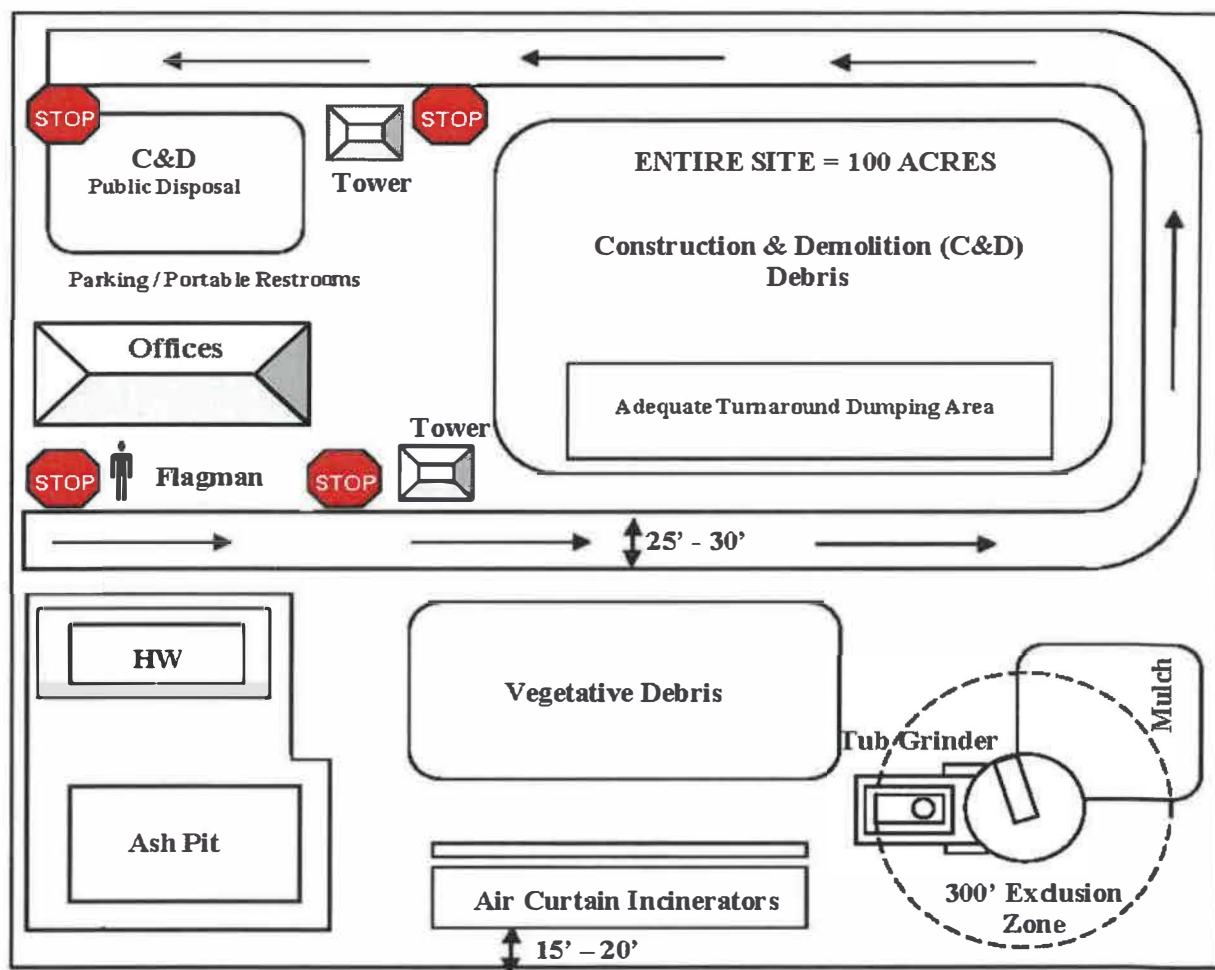
- Portable toilet facilities will be conveniently located to serve the inspection towers, crews working on the site, and office facilities
- Perimeter chain-link fencing, erosion and sediment control fencing, and other necessary drainage control methods
- Site traffic flow will provide for orderly movement 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 will be modified to fit the needs of each specific DMS and will incorporate all specifications addressed in the FEMA Public Assistance Program and Policy Guide and all local, state and federal regulations and requirements.

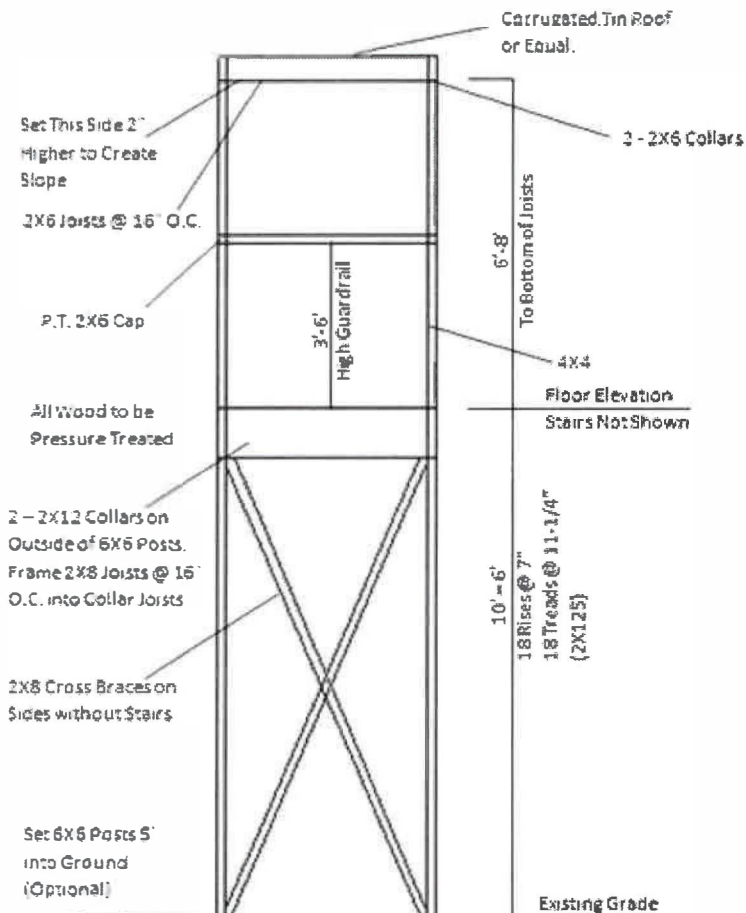


Inspection Towers

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 3/4" 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 1/2" 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

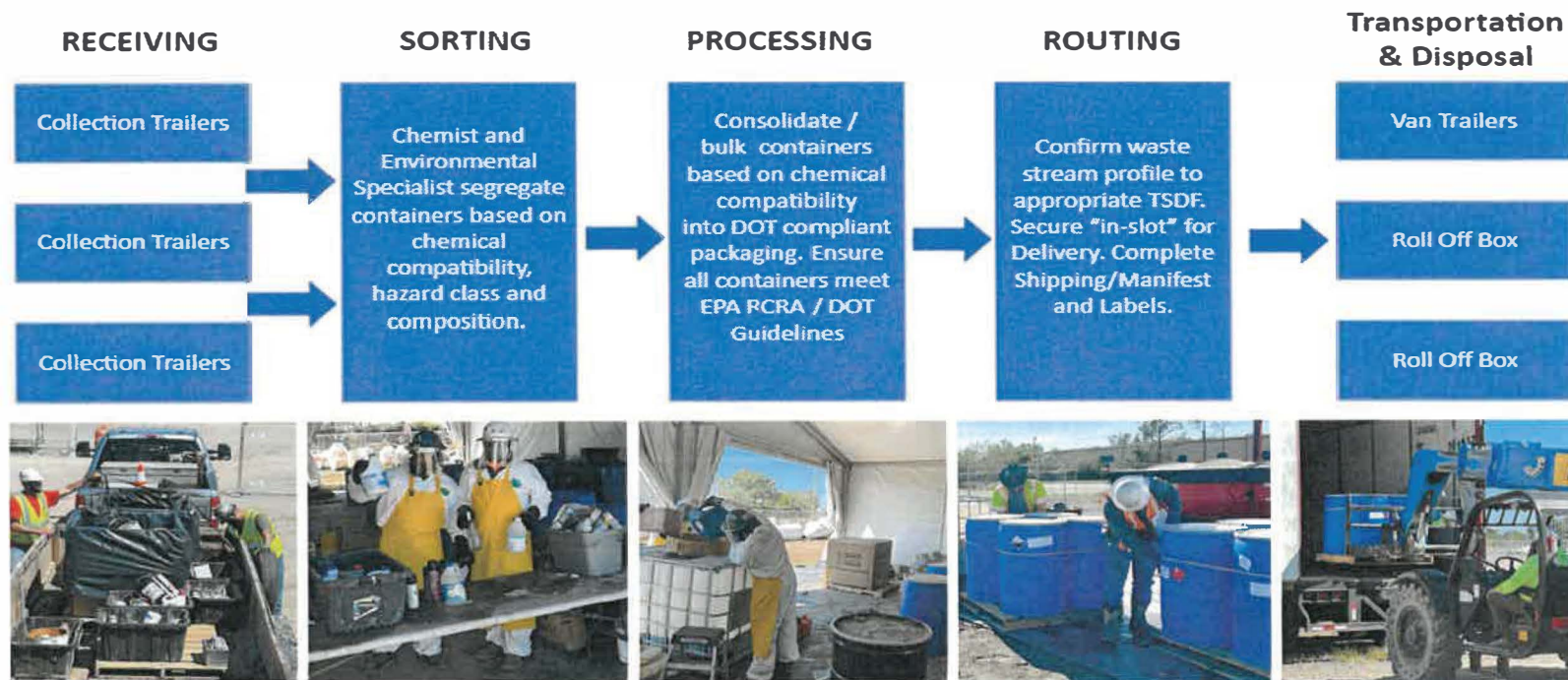


Hazardous Materials Containment Area

In accordance with FEMA Public Assistance and Program Policy Guide, 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



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.



• 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. 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.



CowderGulf

**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

Finally, fencing and signage are simple and effective means to keep the public away from the incineration area. The CrowderGulf Environmental Protection Plan address and provides 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 Timelines

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 TIMELINE	
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.
Ensure that all necessary permits from the proper State agency are in place in order to perform debris storage/reduction activities on the selected site.	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 96 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



**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

Basic Debris Reduction Crews		
Personnel / Equipment	Task Responsibility	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 (<i>if burning</i>)	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	Assist with debris separation, if required.	2 - 4 / 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 disposal 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.



**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

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.

Experience with Specialty Debris CrowderGulf's supervisory personnel are experienced in identifying and assessing potential problems imposed by specialty debris including **Abandoned Vehicles and Vessels; Dead Animal Removal, Demo Asbestos Materials; Electronic waste (E-Waste); Freon and White Goods; Household Hazardous Waste (HHW); and Waterway (Sand, Beach and Wet Marine Debris)**. 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 SET Environmental, Inc., a highly qualified and licensed Hazmat contractor, to remove and dispose of any such materials.



The table below shows the **number of clients requiring specialty debris** removal in recent years:

Year	Event	# of Clients	Abandoned Vehicles / Vessels	Demo / Asbestos Materials	E-Waste	Freon / White Goods	HHW	Waterway Sand/Beach Marine Debris
2023	Red Tide / Fish Kill	2						X
2022	Hurricane Ian	6			X	X	X	X
2021	Flooding & Storms	3			X	X		
2020	Hurricane Laura	8			X	X	X	X
2020	Hurricanes Sally, Hanna; Tropical Storm (TS) Cristobal	14	X		X	X	X	X
2020	Demo Project	1		X				
2019	TS Imelda	1			X	X		
2019	Misc. & Special Project	2						X
2018	Hurricanes Michael & Florence	13		X	X	X	X	X
2018	Red Tide / Fish Kill	7						X
2017	Hurricane Irma	6			X	X		X



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.

In many cases, CrowderGulf is able to work with local resources to find secondary uses for wood chips, as opposed to sending them to a landfill. Local paper mills utilized wood chips for bio-mass fuel after Hurricane Michael hit the Florida panhandle in 2018. Most recently after Hurricane Ian devastated south west Florida, chips were taken to various composting facilities where they were used to make compost that benefited local nurseries and the agricultural industry. CrowderGulf has over 50 years of experience regarding innovative recycling opportunities. After the historically active storm seasons of 2003 and 2004, CrowderGulf shipped wood chips to Italy to be used as bio-mass fuel.

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 contaminants, 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. Any unburned or chipped materials will be hauled to an appropriate facility. Separated metals, plastics, white goods or other materials and types will be disposed of 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.

2022 Hurricane Ian Cleanup
Wakahatchie Site located in Lee County, FL
Before Picture



**2022 Hurricane Ian Cleanup
Wakahatchie Site located in Lee County, FL
After Site Restoration**



➤ **Documentation and Reimbursement**

CrowderGulf has always been successful 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 Public Assistance Program and Policy Guide will be 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 guidelines. Part of the certification procedure includes truck safety checks. Any trucks not meeting the safety requirements will not be certified until infractions are remedied.

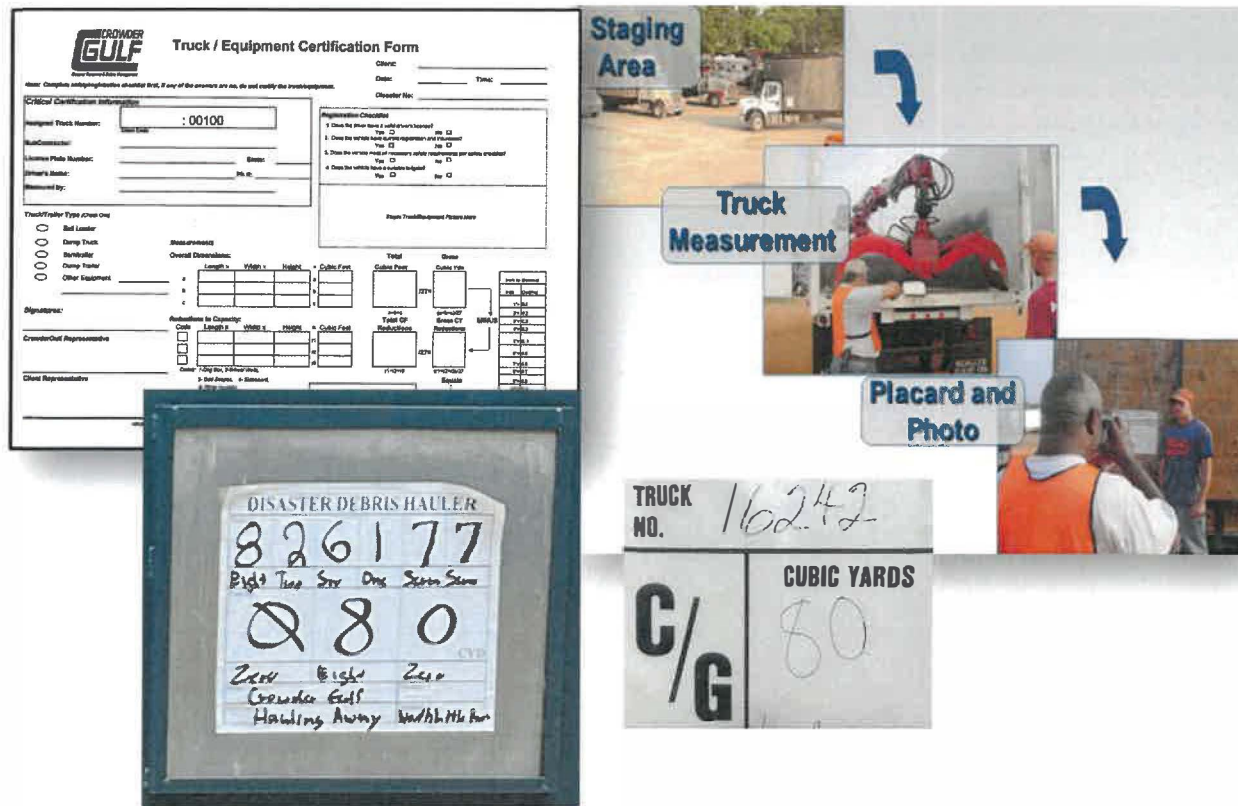


CowderGulf

**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

Documentation procedures include:

- The City's representative / monitoring company measures 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
- The City's representative/monitoring company may attach a unique bar code to the truck placard of each truck as part of their ADMS program.
- Photo documentation is provided for each hauling truck and driver.
- An electronic Capacity Certification Log is maintained in the field as a quality control tool



Phase 2 - Debris Load Ticket Completion

The load ticket is the primary debris-tracking document that records the transport of debris from the original collection point to the TDMS or final disposal site. This information is now provided electronically by the client's monitoring company. Debris monitors in the field initiate the electronic ticket process by entering the truck number, the debris type, and the debris pick-up address/location. When the driver arrives at the TDMS or the Final Disposal Site, the tower monitor will complete the electronic ticket information by determining and entering the debris load amount. While the debris hauler may receive a paper copy of the load information, CrowderGulf is provided the data electronically including a digital copy of each ticket. CrowderGulf downloads and saves the information in real-time or the same day as debris loads are hauled.

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



CowderGulf

**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

- 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 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 that represents the City (monitoring company), 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 Public Assistance Program and Policy Guide 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.

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

Monitoring Companies are often contracted by the Client to serve as their representative in monitoring and documenting all debris work. All experienced, credible monitoring companies use an automated data management system (ADMS) that captures all required information for FEMA reimbursement. CrowderGulf has vast experience working with numerous monitoring companies and are familiar and compatible with their programs, processes and procedures. It is important that CrowderGulf and the City's 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 on making sure all documentation for eligible work is accurate, complete, and readily accessible to the City.

EXAMPLE: Monitor's Report

City of Hattiesburg, MS

City of Hattiesburg, MS - 2017 Tornado Debris Removal

Debris Removal Daily Report - 03/08/2017

Contractor: <u>City of Hattiesburg</u>		Total Work Days To Date: <u>31</u>					
Monitoring Firm: <u>DebrisTech, LLC</u>		Total Days into Contract Period: <u>31</u>					
Production Data							
Trucks in Operation Today:	<u>6</u>	Today's Debris Production:	<u>1,892.9</u>	Volume (CY)	<u>0.0</u>	Weight (Tons)	<u>0.0</u>
Average Loads Per Truck:	<u>6.2</u>	Average Daily Production:	<u>3,464.9</u>	Volume (CY)	<u>0.0</u>	Weight (Tons)	<u>0.0</u>
<u>Debris Quantity Summary - Right of Way</u>							
	<u>Today</u>	<u>To Date</u>		<u>Today</u>	<u>To Date</u>	<u>Today</u>	<u>To Date</u>
Vegetative Loads:	<u>24</u>	<u>1,679</u>	Vegetative Debris:	<u>1,247.2</u>	<u>72,679.0</u>	<u>0.0</u>	<u>0.0</u>
C & D Loads:	<u>13</u>	<u>1,157</u>	C & D Debris:	<u>645.7</u>	<u>34,733.9</u>	<u>0.0</u>	<u>0.0</u>
Wood Chip Loads:	<u>0</u>	<u>0</u>	Wood Chips:	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>
Other Debris Loads:	<u>0</u>	<u>0</u>	Other Debris:	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>
<u>Debris Quantity Summary - PPOR Program</u>							
	<u>Today</u>	<u>To Date</u>		<u>Today</u>	<u>To Date</u>	<u>Today</u>	<u>To Date</u>
Vegetative Loads:	<u>0</u>	<u>0</u>	Vegetative Debris:	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>
C & D Loads:	<u>0</u>	<u>0</u>	C & D Debris:	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>
<u>Debris Quantity Summary - Total Project</u>							
	<u>Today</u>	<u>To Date</u>		<u>Today</u>	<u>To Date</u>	<u>Today</u>	<u>To Date</u>
Total Loads Generated:	<u>37</u>	<u>2,836</u>	Total Cubic Yards:	<u>1,892.9</u>	<u>107,412.9</u>	<u>0.0</u>	<u>0.0</u>
<u>Leaner / Hanger / Stump Summary</u>							
	<u>Today</u>	<u>To Date</u>		<u>Today</u>	<u>To Date</u>	<u>Today</u>	<u>To Date</u>
Leaning Trees:	<u>0</u>	<u>992</u>	Hanging Limbs:	<u>0</u>	<u>157</u>		
Stumps:	<u>6</u>	<u>475</u>	White Goods:	<u>0</u>	<u>0</u>		

Note: The Quantities Listed on this Report are for Progress Reporting Only and may not Reflect Final Pay Quantities.

Note: The Quantities Listed on this Report are for Progress Reporting Only and may not Reflect Final Pay Quantities



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

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.

Data will be reconciles with the City or monitoring company and invoices 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. Schedules for invoicing are usually outlined in the contract. Many times, due to the severity of the disaster and a Client's available resources, 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), and FEMA's Public Assistance Program and Policy Guide (incorporating FEMA Debris Management Guide (FEMA 325), and the Public Assistance Debris Monitoring Guide (FEMA 327).

"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*

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

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)
- United States Coast Guard (USCG)
- United States Corps of Engineers (USACE)
- Florida Department of Environmental Protection (FDEP)
- Florida Department of Health
- Florida Department of Transportation

Maximizing Reimbursements under the Sandy Recovery Improvement Act (SRIA) / Pilot Program

FEMA provides an additional incentive to sub grantees (counties/municipalities) to maximize reimbursement by utilizing Straight Time and Force Account Labor. CrowderGulf's Management Team is very experienced in working within the guidelines of FEMA's Public Assistance program. Currently, FEMA has removed the majority of the previous Pilot Program initiatives however they continue to promote the use of Straight Time and Force Account Labor incentives. CrowderGulf is prepared to work with our clients to partner in the debris removal initiative.



<i>SRIA Program Incentives for Subgrantees</i>	<i>CrowderGulf's Capabilities and Commitment to Clients(sub grantees)</i>
<u>Straight Time and Force Account Labor:</u> When a sub grantee 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.

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. CrowderGulf is experienced in assessing the needs of each Client and providing the knowledge and training needed for a successful event. CrowderGulf can provide 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, 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.

“CrowderGulf has developed a seamless process which allows for the rapid deployment of essential workers, maintained vital communication lines with all parties involved in the cleanup efforts and has strategically allocated resources to the areas of greatest need...They maintain the highest standards in the industry and operate with a level of integrity that is difficult to match.”

Mark Claypoole
Gotus Trucking, LLC

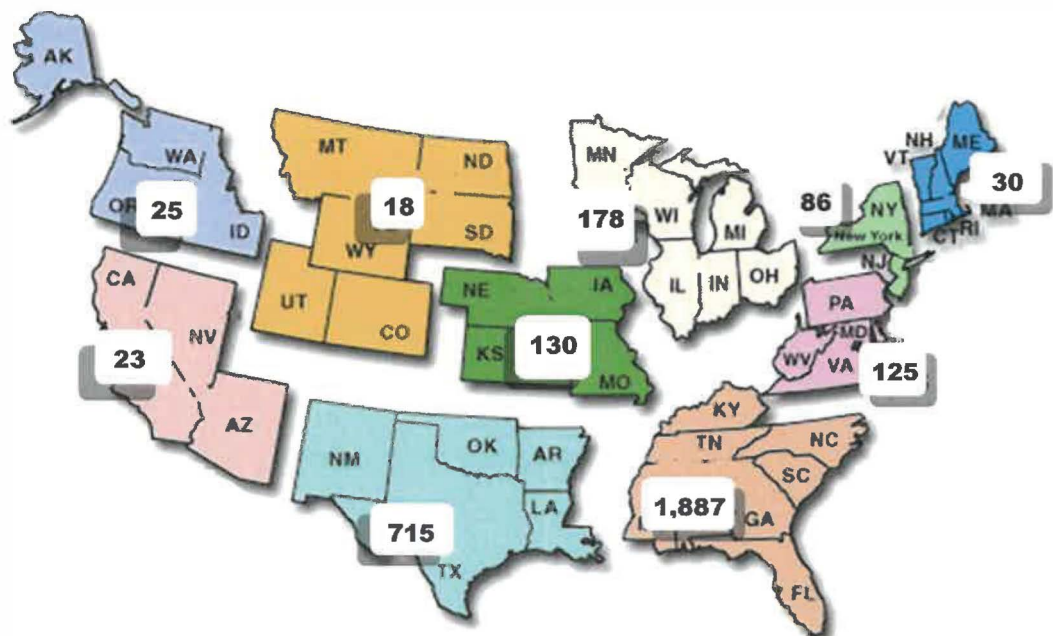
➤ Subcontracting

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 3,200 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 percentage of subcontractors that will be used will be based on each particular event or activation. CrowderGulf will work with the City to meet any MWBE and local goals.

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-aside 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.
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.

“CrowderGulf is a company with great integrity, is extremely dedicated to their customers and their work, and is entirely one of the best contractors we have worked for...there is not a project or request by CrowderGulf we would ever turn down.”

***Steve St. George, President
 St. George Enterprises, Inc.***

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 **400** subcontractors with as many as **5,000 people, 2,600 trucks, and 800 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.



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; (60 – 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.



**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

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. 2023
Number of Registered Subcontractors	<u>173</u>	<u>1029</u>	3460
Subcontractor Equipment	Regional	FL	US. 2023
Dump Trucks (16-65)	1385	5088	19005
Pick up w/ dump trucks	306	1350	5054
Knuckle-boom trucks	182	630	.3227
Wheel Loader 50hp – 150hp	325	1686	6100
5 ton Pickup truck	275	1599	7635
Hydraulic Excavator 50hp-150hp	205	1353	7273
Trailer Mounted floodlight	68	271	1805
Low-bed Trailer w/ tractor	83	490	2310
Water Truck	39	213	1120
Air Curtain Burner	16	104	450
Backhoe w/ loader 15	108	337	1911
Dozer, 2-3 yd blade/root rake blade D7	97	674	3876
Grader, Motor, 12 ft blade 130-140hp	25	162	852
Chipper	97	264	1478
Tub Grinder 300-400 hp & 800-1000 hp	66	192	1051
Self loading trucks	347	879	6465
Skid steer 40 hp – 80 hp	412	1749	8606
C&D Walking Floor 80-110 CY	218	500	2102
Mulch Trailer 80-110 CY	78	350	1505
Bucket Trucks	246	825	3231
Barges	35	146	1281
Work Boats	71	242	1569
Vacuum Trucks	7	120	1813

Florida Subcontractor Statistics	Regional	FL
Small Business	118	717
M/WBE, HUB, SDB or Veteran Certified	93	450
Push Crews	82	452
Debris Haulers	123	787
Marine Debris	9	56
Haul Outs	16	48
Grinding	11	58
Burning	1	20
Concrete Reduction		6
Recycling	2	11
Hazardous Material	2	8
Tree Work	19	94



**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

Minority/Small Business Enterprise (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.

2023 FL Region 7 Potential Subcontractors	Address	City	ST	Zip	SB	WO	NET	SDV	HUB	SDB
2 Quick Hauling	7520 Pembroke Rd	Miramar	FL	33023	1					
A & E Land Clearing, Inc	7040 Seminole Pratt Whitney Rd	Loxahatchee	FL	33470	1					
A and J Transport, Inc.	20075 SW 180 Ave	Miami	FL	33187	1	1				
A Native Tree Service, Inc.	15733 SW 117 Ave	Miami	FL	33177	1	1				
ABC Hauling Services, Inc.	666 NW 23rd St	Miami	FL	33127	1					
Able Business Services	1234 NW 79th St.	Miami	FL	33147	1					1
ACT Management, Inc	12608 53rd Rd., N	West Palm Beach	FL	33411	1					1
Action Crane Service, Inc.	800 W. McNab Rd	Fort Lauderdale	FL	33062	1					
Adventure Environmental, Inc.	12935 SW 87th Ave.	Miami	FL	33176	1		1	1		1
Agri-Soils, Inc.	5341 W Hillsboro Blvd #303	Coconut Creek	FL	33073	1					
Alex Landscaping, Inc	18855 SW 296th St	Homestead	FL	33030	1					
All Across America, Inc.	7001 NW 80th Court	Tamarac	FL	33321	1					
All American Junk Removal Inc	801 South Dixie Hwy East	Pompano Beach	FL	33060	1					
All Florida Tree	5855 NW 47 Place	Coral Springs	FL	33067	1					
All Phase Disaster Cleanup	6278 North Federal	Ft. Lauderdale	FL	33308	1	1				
American Hauling & Equipment Corp	8829 NW 177 Terr	Miami	FL	33018	1					
Amerigrow Recycling	10320 West Atlantic Ave	Delray Beach	FL	33446		1				
Aquatic Control Group, Inc.	1501 NW 37 Street	Miami-Dade	FL	33142	1					
Arborist Services, Inc.	5855 NW 47 Place	Coral Springs	FL	33067	1					
Artem, Inc.	PO Box 716	Pahokee	FL	33479	1				1	
Asphalt Consultants, Inc.	880 NW 1st Ave	Boca Raton	FL	33432						
Atkins Paving	2020 W. McNab Rd., Ste. 99D	Ft. Lauderdale	FL	33309						
Atlantic Coast Environmental, Inc.	1751 SW 43rd Terrace	Deerfield Beach	FL	33442						
Austin Tupler Trucking	6570 S.W. 47th Court	Davie	FL	33314						
B and G Property Maintenance Inc.	17861 SW 113 Court	Miami	FL	33157	1		1			1
BCB Landscapers Corp	1545 NW 7th Terrace	Pompano Beach	FL	33060	1	1				
Bergeron Emergency Services, Inc.	19612 SW 69th Place	Fort Lauderdale	FL	33332					1	
BG Katz Nurseries, Inc.	15800 Loxahatchee Rd.	Parkland	FL	33076	1					
Bill West, Inc.	1110 N.W. 133rd Ave.	Sunrise	FL	33323	1					
Blue Team Restoration, LLC	1395 NW 17th Ave, #113	Delray Beach	FL	33445						
Brickell Vizcaya Development, Inc.	12150 SW 132 Ct. 211	Miami	FL	33186	1					
Budget Construction Co. Inc.	7416A SW 48th St	Miami	FL	33155						
Bulk Express Transport, Inc.	3355 NW 41st Street	Miami	FL	33142						
Bulldog Arborist, Inc.	17413 43rd Rd N	Loxahatchee	FL	33470	1					
C & A Contracting, Inc.	7200 Griffin Rd Ste 3A	Davie	FL	33314						
C & C Loader	1128 Royal Palm Beach Blvd #282	Royal Palm Beach	FL	33411	1					
C & S Property Services, LLC.	20520 SW 48th Place	Southwest Ranches	FL	33332	1					
Cambridge Project Development, Inc	4851 SW 71st Place	Miami	FL	33155	1					
Camelot Debris Removal LLC	7740 NW 32nd Street	Hollywood	FL	33024	1	1				
Camino Real Group dba: Alpha Wrecking	601 MW 12th Ave., Ste. A	Pompano Beach	FL	33069	1					
CBC Real Estate, LLC.	9498 SW 221 LN	Cutler Bay	FL	33190	1					
Charley Toppino & Sons, Inc.	P.O. Box 787	Key West	FL	33041	1		1			
CIMA Engineering Corp.	P.O. Box 557397	Miami	FL	33255	1				1	1
CJ Disaster Repair LLC	2600 Hammondville	Pompano Beach	FL	33069	1	1				
Clean Harbors Environmental Services	11221 Interchange Circle S.	Miramar	FL	33025			1			
Committed to Trucking LLC	11117 W OKEECHOBEE RD	Hialeah	FL	33018	1					
Community Tree & Landscape Service Inc.	7315 Pine Tree Ln	West Palm Beach	FL	33406						
Conch Tree & Landscape Professionals, Inc.	P.O. Box 372283	Key Largo	FL	33037	1	1				
Corona Technology Staffing	701 Brickell Ave Ste 1550	Miami	FL	33131						
Critt Transportation LLC	608 NE 3rd Street	Belle Glade	FL	33430	1					
CSX Property Services	5000 Godfrey Rd	Parkland	FL	33067	1					
David Mummet LLC	376 Wayman Cir	West Palm Beach	FL	33413	1					
Debris Removal Hauling	1009 Fairfax Cr. W.	Boynton Beach	FL	33436	1					
Dennis Bobcat Services Corp	800 NW 72 Terrace	Plantation	FL	33317						1
Disaster Relief Catering	1510 Latham Rd, Ste 7	West Palm Beach	FL	33409	1					
Disaster Response Team Intl, LLC	28605 SW 172nd Avenue	Homestead	FL	33030	1					
Disaster Solutions, LLC	514 14th St	West Palm Beach	FL	33401	1	1			1	
Dot Palm Landscaping, Inc.	5200 Overseas Hwy	Marathon	FL	33050	1					
DRD Enterprises Inc	858 NW 81 Terrace	Fort Lauderdale	FL	33324	1		1	1		
E & M Recycling, Inc	630 South Palmway	Lake Worth	FL	33460	1					
Eastern Waste Systems, Inc.	1660 NW 19th Ave.	Pompano Beach	FL	33069						



**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

2023 FL Region 7 Potential Subcontractors	Address	City	ST	Zip	SB	WO	VET	SDV	HUB	SDB
Enviro Waste Services Group, Inc	2911 NW 39 St.	Miami	FL	33142	1					1
FG Construction, LLC.	2701 NW 55th Ct	Tamarac	FL	33309						
First Impression Landscape	4028 160th St	Laxahatchee	FL	33470	1					
Fitsaw Construction LLC	11110 W Oakland Park Blvd #252	Sunrise	FL	33351						
Florida Grab Services Corp	2461 w 76 st. # 203	Hialeah	FL	33016						
Florida Grade Co. Inc.	15632 100th Ln North	West Palm Beach	FL	33412	1	1				
Florida Land Specialist, LLC	17851 Bridle Ln	Jupiter	FL	33478	1	1	1	1		
Florida Tree Trimmers, LLC	8551 W. Sunrise Blvd., Ste. 105L	Plantation	FL	33322	1					
Florida's Dirty Work	900 Osceola Dr.	West Palm Beach (WPB)	FL	33409						
Foster Marine Contractors, Inc.	7313 West Place	West Palm Beach	FL	33413	1					
Four R Equipment	3701 Southwest 128 Ave	Miramar	FL	33027	1					
FURI Development, LLC	6560 W. Rogers Circle, Ste B-26	Boca Raton	FL	33487						
G. S. Obler, Inc.	911 NE 24th St.	Boca Raton	FL	33431	1		1			
G.R.L. (Global Resource Link, LLC.)	3309 North Lake Blvd., Ste 107	Palm Beach Gardens	FL	33403						
General Security Services, LLC.	5171 10th Ave North	Greenacres	FL	33463	1					1
Georgis Fence Concrete Co. Inc.	316 SE 14 St	Fort Lauderdale	FL	33316						1
Great Southern Enterprises	7227 7th Pl North	West Palm Beach	FL	33411	1					
Great Waste and Recycling Service	3051 NW 129 St	Opa-Locka	FL	33054	1					
GT Supplies, Inc.	7010 Barbour Rd	Riviera Beach	FL	33407						
GUTD Hauling Service, Inc.	4161 Laurel Ridge Circle	Fort Lauderdale	FL	33331	1	1				1
Hotel Planner	777 S. Flagler Dr., West Tower	West Palm Beach	FL	33401						
Image Lawn Maintenance, Inc.	1020 NW 81 Ave.	Pembroke Pines	FL	33024	1					
In Touch Logistics, LLC.	1020 NW 163rd Drive, Ste. 35	Miami Gardens	FL	33169	1					1
Intercounty Engineering Inc.	1925 NW 18 St	Pompano Beach	FL	33069						
J.A. Daniel Management, Inc.	4448 Palm Ave	West Palm Beach	FL	33406						
Jatibre Property Presevation, Inc	P. O. Box 772252	Coral Springs	FL	33077	1	1				
JD Larios Trucking Corp.	14530 US HWY 441 N	Canal Point	FL	33438						
JDL Enterprises of South Florida	16373 132 Terrace North	Jupiter	FL	33478	1					
Jet Hauling, Inc.	7368 Westport Place	West Palm Beach	FL	33413	1					
JMS Construction Services, Inc.	4405 Peters Rd	Plantation	FL	33317	1					1
Joseph Landscaping, Inc.	12501 NE 5th Ave.	North Miami	FL	33161						
JSM Enterprises, LLC	8875 SW 172nd TER	Palmetto Bay	FL	33157						
KLbz Backhoe Service, Inc.	10 High Point Road, Ste. A	Tarvermier	FL	33070						
Lamaz Trucking, Inc.	3031 NW 78 Ave	Hollywood	FL	33024	1					
Larios Trucking Inc.	17200 US Hwy 441	Canal Point	FL	33438	1					
Lawn Boyz, LLC	6333 N. 40th Street	Hollywood	FL	33024	1	1				
Lawn Rescue Plus	15700 SW 169 Ave	Miami	FL	33187						
Let's Move It llc	185 NE 4th Ave	Delray Beach	FL	33482	1	1				
Lightning Commercial Cleaning Service, LLC.	8309 Fairway Rd.	Sunrise	FL	33351						
Load Masters Management, Inc.	18701 SW 358th Street	Homestead	FL	33030	1	1				
M. Muller Tree Service	9242 Roan Ln, Ste D	Lake Park	FL	33403						
M.J.K. Services	19101 SW 53rd St	Ranches	FL	33332						
Mayflowers Express, Inc.	21104 SW 88 Pl	Cutler Bay	FL	33018	1					
Metric Engineering, Inc.	13940 SW 136 St Ste 200	Miami	FL	33186						
Metro Equipment Service, Inc	9425 SW 72 St #225	Miami	FL	33173						
Metro Trucking Company	2225 West 78th St	Hialeah	FL	33016	1					
MHD Marketing	8975 SW 6th Street	Boca Raton	FL	33433	1					
Miami Wrecking Co.	4540 NW 8th Terrace	Oakland Park	FL	33309						
MJC Land Development, LLC.	4201 West Gate Ave	West Palm Beach	FL	33409	1	1				1
Modem Scapes of South Florida, LLC.	5300 SW 164th Terr	Southwest Ranches	FL	33331	1			1		
Mow Hog Mowing & Grading	8304 N W 37th St	Coral Springs	FL	33065	1	1				1
Novo Arbor	P.O. Box 359	Boynton Beach	FL	33425	1		1			
Olin Hydrographic, Inc	2900 Calusa St	Coconut Grove	FL	33133	1					
Ontime Back Hoe	31 North Channel DR	Key Largo	FL	33037	1					
O'Shea Contracting	4535 Lemon St.	Cocoa	FL	32926	1					
Perfect Choice Maintenance, Inc .	16256 NW 17th St.	Pembroke Pines	FL	33028						
Pillar Construction	7169 150th Ct. N.	Palm Beach Gardens	FL	33418	1		1			
Plantation Tree & Landscape	PO Box 1426	Tavernier	FL	33070	1					
Prestigious Tree Care, Inc.	21008 SW 124 Ave Rd	Miami	FL	33177	1					
Protective Barrier Services, Inc.	623 NE 5th Terrace	Fort Lauderdale	FL	33304						
Quime Corp	224 Seminole Lake Dr	Palm Beach	FL	33411						
Quimeza, Inc.	442 Rainbow Spring Terr	North Palm Beach	FL	33411	1	1				
QuinCo Corp.	17882 35 Pl. N.	Loxahatchee	FL	33470	1	1				
R. M. Trucking Service Inc.	3931 NW 34 Ave	Lauderdale Lakes	FL	33309		1				1
R.A.L. Services Corp	2911 SW 26th St	Miami	FL	33133	1					
Raidan Development, LLC	6956 SW 47 St	Miami	FL	33155	1					1



**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

2023 FL Region 7 Potential Subcontractors	Address	City	ST	Zip	\$B	WO	VET	SDV	HUB	\$DB
Relyc Contractor Corp.	7547 W. 24th Ave.	Hialeah	FL	33016						
Resol Construction Inc.	1172 S Dixie Hwy	Coral Gables	FL	33146						
Ric-Man Construction FL	3100 SW 15th Street	Deerfield Beach	FL	33442						
Rio-Bak Corporation	12773 W. Forest Hill Blvd, Ste 210	Wellington	FL	33414						
RPM Landworks Inc	13673 82nd Ln N	West Palm Beach	FL	33412	1					
Runway Agricultural Services	3035 S.W. 36 St.	Fort Lauderdale	FL	33312	1					1
Rush Roll-Off & Recycling, Inc	P.O. Box 1431	Deerfield Beach	FL	33443	1					
Ryan Incorporated Southern	1700 South Powerline Rd, Ste H	Deerfield Beach	FL	33442						
S & J Disaster Relief & Recovery Service	20471 NW 12th Place	Miami	FL	33169						
Safety Guys LLC and Team Labor	111D SW 23rd St	Fort Lauderdale	FL	33315	1					
Salient Development Corp (SDC)	1724 SW 14th St.	Ft. Lauderdale	FL	33312						
Scott Lewis Gardening & Trimming Inc	375 Possum Pass	West Palm Beach	FL	33413	1					
SDAC	13495 SW 260th St	Naranja	FL	33032	1		1	1	1	1
Seldin Construction Co. Inc.	513 Spinnaker	Weston	FL	33326	1					1
Seoane FJ Inc (Formerly What an Idea, Inc)	1174 NE 110 St	Miami	FL	33161	1					
Shaw Equipment Inc.	100 NW 51 St	Oakland Park	FL	33309	1					
Sheer Enterprises	6250 Military Trail	West Palm Beach	FL	33407	1					
Shoreline Foundation	2781 SW 56th Ave	Pembroke Park	FL	33023	1					
Sinco Trading & Transport Services	4727 NW 1 St	Plantation	FL	33317	1					
Soil Tech Distributors (Intercity Disposal)	3355 NW 41st St	Miami	FL	33142						
Stanford Construction Co	1081 NW 12th Terrace	Pompano Beach	FL	33069	1					1
Staying Green, Inc.	4700 SW 83rd Ter.	Davie	FL	33328	1	1				1
Stingray Group Inc.	1881 70th St Cswy, Ste 1807	North Bay Village	FL	33141	1					
Straightline Relief and Recovery	6671 W. Indian Town Rd #50	Jupiter	FL	33458		1				
Sunny Coast Enterprises Co.	8938 SW 150 Ct-Cir E	Miami	FL	33196	1					
Sunquest Logistics, Inc.	3001 SW 173 Terrace	Miramar	FL	33029	1					
Tamara Trucking, LLC.	15886 85th Road N.	Loxahatchee	FL	33470	1	1	1			
Tarzan Tree Care, Inc	22976 Bluegill Ln	Cudjoe Key	FL	33042	1	1				
TCI Disaster Service	16703 Golfview DR	Weston	FL	33326	1					
Tecta America South Florida, Inc	1431 SW 30th Ave	Deerfield Beach	FL	33442						
Tetro Land Development & Construction, LLC	13538 Okeechobee Blvd	Loxahatchee	FL	33470	1					1
Thomas Domiano	P.O. Box 41	Tavernier	FL	33070	1					
Tiger Property Maintenance LLC	12399 153rd Ct. N.	Jupiter	FL	33478		1				
Tip Top Tree Service, Inc	4686 133 Rd South	Delray Beach	FL	33445	1					
TNA Trucking	15895 93rd St North	West Palm Beach	FL	33412		1				
Trintec Construction Inc.	13901 NW 43rd Ave. A-2	Opa Locka	FL	33054	1	1				
Triple Nickel Paving, Inc.	1300 NW 18 St	Pompano Beach	FL	33069	1					1
Turn Key Services, LLC	1802 NW 19th St	Fort Lauderdale	FL	33311	1	1				
Two Brothers Transport and Sod Service, Inc.	825 NW 9th Street	Belle Glade	FL	33430	1					
US Sweeping, Inc.	20533 Biscayne Blvd Ste 443	Aventura	FL	33180						
Waste Services USA	840 NW 144 St	Miami	FL	33168	1					
WBI Contracting of Palm Bch, Inc	1544 B Rd	Loxahatchee	FL	33470	1					1
Weekley Asphalt Paving, Inc.	20701 Stirling Rd	Pembroke Pines	FL	33332						
Wrangler Construction, Inc.	12855 SW 136 Ave Ste 206	Miami	FL	33186	1					1
Xtreme Land Development	2760 NW 55th Court	Fort Lauderdale	FL	33309	1					
Ziegler Builders Inc.	4930 NW 74 Place	Coconut Creek	FL	33073	1					1



CowderGulf

**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

Exclusive Subcontractors

The subcontractors in the table below work **exclusively** for CrowderGulf and all have Florida experience. These subcontractors immediately begin deployment when a threat is imminent. They have a combined 114 double trucks that can be called upon at a moment's notice. These previous Florida activations have been highlighted below:

Subcontractor	Storm Event	Work Location	
Dawn Til Dusk Disaster LLC (Bethany, MO) (PUSH, ROW Hauling, Stumps, L & H, ROE Hauling, Beach/ Sand) 38 Activations 3 Activations in FL Master Subcontract # 12_133	2023 AR Tomado	North Little Rock, AR	Sherwood, AR
	2022 Ian	Lee Co, FL	
	2021 KY Tornado	Bowling Green, KY	Warren County, KY
	2021 Nicholas	Angleton, TX Brazoria Co, TX	Lake Jackson, TX
	2020 Zeta	Gulfport, MS	
	2020 Sally	Fairhope, AL	Orange Beach, AL
	2020 Laura	Lake Charles, LA West Lake, LA	Calcasieu Parish, LA
	2020 Tornado	Nashville, TN	
	2019 Imelda	Montgomery Co, TX	
	2018 Michael	Panama City, FL	
	2018 Florence	Duplin Co, NC Onslow Co, NC	Jacksonville, NC
	2017 Harvey	Aransas Co, TX	Corpus Christi, TX
	2017 Mississippi Tornado	Hattiesburg, MS	
	2016 Matthew	Deltona, FL	
	2016 LA Flooding	Ouachita Parish, LA Central, LA	
	2016 Texas Flooding / Misc	Montgomery Co, TX Waller Co, TX	Newton Co, TX
	2015 SC Flooding	SCDOT	
	2014 Ulysses – Ice Storm	Greensboro, NC	
	2014 AL Tornado	ACCA – Blount Co, AL	
	2011 Irene	Dare Co, NC Kill Devil Hills, NC	Kitty Hawk, NC Nags Head, NC
	2008 Ike	Montgomery Co, TX	
	2005 Katrina	Pascagoula, MS	
Dotson & Sons (Higbee, MO) (ROW Hauling, L & H, Stumps) 31 Activations 12 Activations in FL Master Subcontract # 16_725	2023 Winter Storm- TX	Austin, TX	Travis Co, TX
	2022 Ian	Ft. Myers, FL FDEM	Lee Co, FL
	2021 May Floods	Lake Charles, LA	
	2020 Laura	Lake Charles, LA	Calcasieu Parish, LA
	2018 Michael	Bainbridge, GA Decatur Co, GA	Panama City, FL
	2018 Florence	Holly Ridge, NC Onslow Co, NC	Richlands, NC
	2017 Irma	Bonita Springs, FL	Lee Co., FL
	2017 Harvey	Aransas Co, TX Corpus Christi, TX	Montgomery Co, TX San Patricio Co, TX,
	2016 Matthew	Hilton Head Island, SC	
	2016 LA Flooding	Central, LA	
	2006 Ice Storm	Erie Co, NY	
	2005 Rita	Calcasieu Parish / Lake Charles, LA	
	2005 Katrina	North Miami, FL Pascagoula, MS	Wilton Manors, FL Pompano Beach, FL
	2004 Ivan	Escambia Co, FL	
	2004 Charley, Frances, Jeanne	Lee Co, FL Orlando, FL	Sanibel, FL
Gulf Services (Theodore, AL) (PUSH, ROW Hauling, L&H, Stumps, Site Mgt, Ditch work, PPDR) 20 Activations	2023 Winter Storm- TX	Austin, TX	Travis Co, TX
	2022 Ian	Bonita Springs, FL Estero, FL Lee Co, FL	Lee Co School District Sanibel, FL FDEM Sarasota Co, FL



CowderGulf

**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

Subcontractor	Storm Event	Work Location	
11 Activations in FL Master Subcontract # 12_191	2021 Ida	St. John the Baptist Parish, LA	Calcasieu Parish, LA Waterways
	2021 May Flooding	Lake Charles, LA	Calcasieu Parish, LA
	2020 Laura	Lake Charles, LA Sulphur, LA	Calcasieu Parish, LA
	2018 Michael	Bay Co, FL Lynn Haven, FL	Panama City, FL Washington Co, FL
Hauling Away LLC (Mobile, AL) (PUSH, ROW Hauling, L&H, ROE Hauling, Stumps, Grinding, HaulOuts, Sand, Demo, Waterway Debris) 93 Activations 23 Activations in FL Master Subcontract # 12_223	2023 AR Tornado	North Little Rock, AR	Sherwood, AR
	2023 Ice Storm	Deer Park, TX	
	2022 Ian	Bonita Springs, FL Estero, FL Ft. Myers, FL FDEM	Ft. Myers Beach, FL Lee Co, FL Sanibel, FL Synergy, Charlotte Co Schools, FL
	2021 TX GLO	Beach Debris – Sunken Car	
	2021 LA Tornado	Calcasieu Parish, LA	
	2021 Ida	St. John the Baptist Parish, LA	Calcasieu Parish, LA Waterways
	2020 Hanna & Beta	Texas General Land Office (GLO)	
	2020 Zeta	Gulfport, MS	
	2020 Sally	AL DOT SW Region Baldwin Co, AL	Gulf Shores, AL Orange Beach, AL
	2020 Laura	Lake Charles, LA Sulphur, LA Vinton, LA	Calcasieu Parish, LA West Lake, LA West Calcasieu Port, LA
	2020 Cristobal	Dauphin Island, AL	
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2019 TX Tornado	Richardson, TX	
	2019 Dorian	Dorchester Co, SC	
	2019 Imelda	Montgomery Co, TX	
	2018 Michael	Bay Co, FL FL Dept of Enviro. Protection Bainbridge, GA	Jackson Co, FL Panama City Beach, FL Panama City, FL Decatur Co, GA
	2018 Florence	Jacksonville, NC North Topsail Beach, NC	Onslow Co, NC
	2018 Florida Red Tide	Collier Co, FL Sanibel Island, FL	Fort Myers Beach, FL
	2017 Irma	Collier Co, FL FL DEP Waterway Cleanup Hilton Head Island, FL	Kissimmee, FL Okeechobee Co, FL Polk Co., FL
	2017 Harvey	Aransas Co, TX Texas General Land Office (GLO)	Corpus Christi, TX
	2017 Maintenance	Corpus Christi, TX	
	2017 T.S. Cindy	Dauphin Island, AL	
	2016 Matthew	FL Dept. of Enviro. Protection Hilton Head Plantation POA, SC	Hilton Head Island, SC
	2016 LA Flooding	Central, LA	Ouachita Parish, LA
	2016 Texas Flooding / Misc	Newton Co, TX Montgomery Co, TX	Waller Co, TX
	2016 Maintenance	Corpus Christi, TX	
	2016 Tornado	Rowlett, TX	
	2015 Flooding-Alabama	AL DCNR, Baldwin Co, AL AL DOT, Baldwin Co, AL	
	2015 SC Flooding	SCDOT	
	2015 Demolition	Orange Beach, AL	
	2015 Fish Kill	Orange Beach, AL	
	2015 Texas Flooding / Misc	Blanco Co, TX Corpus Christi, TX	Republic Services, TX Friendswood, TX
	2015 Severe Storm AL	Limestone Co, AL	
	2014 Tornado	Blount Co, AL	Limestone Co, AL
	2014 Maintenance	Corpus Christi, TX	
	2014 Pax (Ice Storm)	Dorchester Co, SC	Berkeley Co, SC
	2013 T.S. Andrea	Gulf Shores, AL	


CrowderGulf

**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

Subcontractor	Storm Event	Work Location	
	2012-2013 Sandy	NJ DEP	
	2012 Isaac	Biloxi, MS Dauphin Island, AL McComb, MS	Magnolia, MS Pascagoula, MS
	2012 Miscellaneous	The Nature Conservancy, AL	
	2012 Tornado	Motel 6 - Mobile, AL	
	2011 Irene	Rocky Mount, NC	
	2023 Ice Storm TX	Travis Co, TX	
S. St. George Enterprises (Fredonia, NY) (PUSH, ROW Hauling, L&H, Grinding, Stumps, HaulOuts, Site Work) 84 Activations 38 Activations in FL Master Subcontract # 13_376	2022 Ian	Bonita Springs, FL Edgewater, FL Ft. Myers, FL Ft. Myers Beach, FL Lee Co, FL FDEM	Lee Co School District Ormond Beach, FL Port Orange, FL Sanibel, FL South Daytona, FL
	2021 KY Tornado	Bowling Green, KY	Warren County, KY
	2020 Zeta	Gulfport, MS	Harrison Co, MS
	2020 Laura	Lake Charles, LA	Calcasieu Parish, LA
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2018 Michael	Bay Co, FL Jackson Co, FL Lynn Haven, FL Decatur Co, GA	Panama City, FL Panama City Beach, FL Bainbridge, GA
	2018 Florence	Brunswick Co, NC Bolivia, NC Caswell Beach, NC Leland, NC Holly Ridge, NC Sandy Creek, NC Navassa, NC Swansboro, NC	Onslow Co, NC Jacksonville, NC Duplin Co, NC Richlands, NC Oak Island, NC Northwest, NC Shallotte, NC Vannamtown, NC
	2017 Irma	Bonita Springs, FL Edgewater, FL Flagler Co, FL Lake Mary, FL Lake Co, FL Lee Co, FL	Okeechobee Co, FL Orlando, FL Ormond Beach, FL Sanford, FL Sarasota Co, FL St. Petersburg, FL Sumter Co, FL
	2017 Harvey	Aransas Co, TX San Patricio Co, TX	Corpus Christi, TX
	2016 Matthew	Hilton Head Island, SC Windmill Harbor POA, SC	Long Cove POA, SC Norfolk, VA
	2014 AL Tornado	ACCA- Blount Co, AL	
	2014 Pax – Ice Storm	Berkeley Co, SC	Dorchester Co, SC
	2011 Irene	James City Co, VA York Co, VA	Newport News, VA Rocky Mount, NC
	2005 Dennis	Bay Co, FL	Destin, FL
	2005 Wilma	Ft. Lauderdale, FL	West Palm Beach, FL
	2005 Rita	Calcasieu Parish / Lake Charles, LA	
	2005 Katrina	Aventura, FL Daphne, AL Lazy Lakes, FL	Pascagoula, MS Pompano Beach, FL WiltonManors, FL
	2004 Ivan	Escambia Co, FL	Walton Co, FL

Pre-Qualified Subcontractors that worked for CrowderGulf after Major Disasters

Currently, we have subcontracts or Letters of Commitment with these Subcontractors listed below. They have worked for CrowderGulf after the Events and in the locations provided below. CrowderGulf maintains full compliance with current procurement regulations, specifically **44 CFR 206.10** and **2 CFR 200.321**. Copies of the Letters of Commitment and consent to release Past Performance have been provided for the following subcontractors:



**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

**Summary of Prime Subcontractor Activations for the past 15 Years with CrowderGulf, LLC
Florida Activations have been highlighted.**

Subcontractor	Storm Event	Work Location	
4M Services (Alva, FL) (PUSH, ROW Hauling, HaulOuts) 13 Activations 7 Activations in FL Master Subcontract # 20_1865	2023 AR Tornado	North Little Rock, AR	Sherwood, AR
	2022 Ian	Bonita Springs, FL Estero, FL Ft. Myers, FL	Ft. Myers Beach, FL Lee County, FL Sanibel, FL
	2022 FL Tornado	Lee County, FL	
	2021 Ida	Gulfport, MS	
	2020 Sally	AL DOT	Orange Beach, AL
	2020 Laura	Lake Charles, LA	
ABC Hauling Services / RAL Services Corp. (Miami, FL) (HaulOuts) 33 Activations 10 Activations in FL Master Subcontract # 16_915	2022 Ian	Ft. Myers, FL Ft. Myers Beach, FL	Lee County, FL FDEM
	2021 Ida	St. John the Baptist Parish, LA	
	2021 May Flooding	Lake Charles, LA	Calcasieu Parish, LA
	2020 Laura	Lake Charles, LA Dequincy, LA West Lake, LA	Calcasieu Parish, LA Iowa, LA Vinton, LA
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2018 Michael	Bay Co, FL Jackson Co, FL Lynn Haven, FL	Panama City, FL Panama City Beach, FL
	2018 Florence	Duplin Co, NC	
	2017 Harvey	Aransas Co, TX Aransas Co, TX (PPDR)	Corpus Christi, TX San Patricio, TX
	2016 Matthew	Hilton Head Island, SC	Thunderbolt, GA
	2011 Tornado (MO)	Joplin, MO	
	2011 Irene	Dare Co, NC	
	2008 Ike	Bolivar Peninsula, TX League City, TX	Manvel, TX
	2005 Wilma	Ft. Lauderdale, FL	
Ault Enterprises LLC (Bark River, MI) (ROW Hauling, Waterway Debris Hauling) 13 Activations 5 Activations in FL (Master # 16_794)	2022 Ian	Lee County, FL	
	2020 Zeta	Gulfport, MS	
	2020 Laura	Sulphur, LA	
	2018 Michael	FL Dept. of Enviro. Protection	Panama City, FL
	2018 Florence	Onslow Co, NC	Swansboro, NC
	2017 Irma	FL Dept. of Enviro. Protection	(Clay/Putnam, Duval, Volusia/Brevard)
	2017 Harvey	Corpus Christi, TX	
Barnhart Debris Removal (Magnolia, AR) (PUSH, ROW Hauling, Site Work, HaulOuts, L&H, White Goods) 12 Activations 6 Activations in FL Master Subcontract # 17_1217	2022 Ian	Castleberry, FL	
	2021 Ida	Audubon Institute, LA	
	2020 Laura	Lake Charles, LA Iowa, LA	Calcasieu Parish, LA Vinton, LA
	2018 Michael	Apalachicola, FL Carrabelle, FL Franklin Co, FL	Panama City, FL Washington Co, FL
	2017 Harvey	Brazoria Co, TX	
Beeghly Tree (Somerset, PA) (ROW Hauling, L&H) 8 Activations Master Subcontract # 20_1871	2022 Ian	Lee Co, FL	Sanibel, FL
	2020 Zeta	Biloxi, MS	D'Iberville, MS
	2020 Sally	AL DOT Baldwin Co, AL	Fairhope, AL Gulf Shores, AL
C & W Trucking, Inc (Winter Garden, FL) (HaulOuts) 16 Activations 14 Activations in FL	2017 Irma	Casselberry, FL Lake Mary, FL Orlando, FL Sanford, FL	Edgewood, FL Lake Co, FL Polk Co, FL
	2017 Harvey	Brazoria Co, TX	Montgomery Co, TX
	2012 Tornado	Polk Co, FL	
	2008 T.S. Fay	Brevard Co, FL	



CowderGulf

**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

Subcontractor	Storm Event	Work Location	
Master Subcontract # 17_1292	2005 Wilma	Aventura, FL	West Palm Beach, FL
	2004 Charley, Frances, Jeanne	Brevard Co, FL	Orange Co, FL
		Jupiter, FL	
Clinton Lumber Co. LLC Willow Springs, MO) (ROW Hauling) 11 Activations 9 Activations in FL Master Subcontract # 17_1269	2023 Ice Storm TX	Travis County, TX	
	2022 Ian	Ormond Beach, FL	
	2022 FL Tornado	Lee Co, FL	
	2020 Laura	Lake Charles, LA	
	2018 Michael	Apalachicola, FL	Franklin Co, FL
		Casselberry, FL	
Creel Brothers, Inc. (Franklinton, LA) (PUSH, ROW Hauling, L&H, Stumps, HaulOuts) 17 Activations 7 Activations in FL Master Subcontract # 20_1863	2017 Irma	Flagler Beach, FL Lee Co, FL	Ormond Beach, FL Panama City, FL
	2023 Ice Storm TX	Austin, TX	Travis Co, TX
	2022 Ian	Bonita Springs, FL	Lee County, FL
		Ft. Myers, FL	Le Co Public Schools, FL
		Ft. Myers Beach, FL	Sanibel, FL
		Venice, FL	
	2022 SC Ice Storm	SCDOT	
	2021 Ida	St. John the Baptist Parish, LA	
	2021 TX Demo	Friendswood, TX	
	2021 TX Tornado	Friendswood, TX	Sugar Land, TX
	2021 LA Tornado	Calcasieu Parish, LA	
	2020 Laura	Calcasieu Parish, LA	Lake Charles, LA
Crooked River LLC (Trimble, MO) ROW Hauling 2 Activations 1 Activation in FL Master Subcontract # 17_1039	2018 Michael	Panama City, FL	
	2017 Harvey	Dickinson, TX	
DEH Disaster Recovery LLC (Ft. Valley, GA) (ROW Hauling, L&H, Stumps) 23 Activations 4 Activations in FL Master Subcontract # 14_497	2022 Ian	Ft. Myers, FL	Lee Co, FL
	2020 Sally	Baldwin Co, AL	Fairhope, AL
	2018 Michael	Decatur Co, GA	Bainbridge, GA
	2018 Florence	Bald Head Island, NC	Northwest, NC
		Bolivia, NC	Oak Island, NC
		Brunswick Co, NC	Shallotte, NC
		Caswell Beach, NC	Vamamtown, NC
		Leland, NC	
	2017 Harvey	Aransas Co, TX Corpus Christi, TX	Nueces Co, TX
	2016 Matthew	Hilton Head Island, SC	
	2016 Hermine	Leon Co, FL	Tallahassee, FL
	2014 Ice Storm Pax	Berkeley Co, SC	Dorchester Co, SC
DM Bass, Inc (Bogalusa, LA) (PUSH, ROW Hauling) 6 Activations 3 Activations in FL Master Subcontract # 18_1808	2022 Ian	Lee County, FL	Lee Co Public Schools, FL
	2021 Ida	St. John the Baptist Parish, LA	
	2020 Laura	Lake Charles, LA	
	2018 Michael	Jackson Co, FL	Panama City, FL
Four Points Recycling (Jacksonville, NC) (ROW Haul) 9 Activations Master Subcontract # 16_833	2018 Florence	Jacksonville, NC North Topsail Beach, NC	Onslow Co, NC
	2017 Irma	Chatham Co, GA	
	2016 Matthew	Currituck Co, NC	Rose Hill, NC
		Duplin Co, NC Raleigh, NC	Sunset Beach, NC
Four R Equipment / Coastline Energy Resources (Miramar, FL) (ROW Hauling, HaulOuts) 15 Activations 8 Activations in FL	2022 Ian	Punta Gorda, FL	
	2021 Ida	Calcasieu Parish, LA Waterways	
	2020 Laura	Calcasieu Parish, LA	
	2018 Michael	Panama City, FL	
	2017 Irma	Miami Springs, FL	FL DEP Waterway Cleanup
	2016 Matthew	FL Dept. of Enviro. Protection	Edgewater, FL
	2016 Hermine	Tallahassee, FL	


CowderGulf

**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

Subcontractor	Storm Event	Work Location	
Master Subcontract # 12_173 / 21_1880	2014 Pax (Ice Storm)	Dorchester Co, SC	
	2011 Irene	Newport News, VA	
	2008 Ike	Bolivar Peninsula Kemah, TX	League City, TX
	2005 Wilma	Pembroke Pines, FL	
Gaston / Wood Resource Recovery (Gainesville, FL) (PUSH, ROW Hauling, Stumps, L & H, DMS Grinding, HaulOuts) 25 Activations 23 Activations in FL Master Subcontract #s 17_1468 / 20_1869	2022 Ian	FL Dept. Enviro. Protection Port Orange, FL Sanford, FL	Lee Co, FL St. Petersburg, FL
	2020 Sally	AL DOT SW Region	Baldwin Co, AL
	2020 Tornado	Volusia Co, FL	
	2018 Michael	Bay Co, FL Panama City, FL	Jackson Co, FL
	2017 Irma	FL DEP Waterway Cleanup Flagler Beach, FL Flagler County, FL Ormond Beach, FL	Palm Coast, FL Polk Co, FL St. Petersburg, FL Tarpon Springs
	2016 Matthew	Clay County, FL Flagler Beach, FL Flagler County, FL	Orange Park, FL Ormond Beach, FL Palm Coast, FL
Gotus Trucking (Harrisville, PA) (ROW Hauling, L & H, Stumps) 29activations 7 Activations in FL Master Subcontract # 16_666	2023 VA Tornado	Virginia Beach, VA	
	2022 Ian	Lee Co, FL	Bonita Springs, FL
	2021 KY Tornado	Bowling Green, KY	Warren County, KY
	2020 Zeta	Gulfport, MS	
	2020 Laura	West Lake, LA	Calcasieu Parish, LA
	2020 Isaias	Newport News, VA	
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2019 Imelda	Montgomery Co, TX	
	2019 Dorian	Dorchester Co, SC	
	2018 Michael	Panama City, FL	
	2018 Florence	Fayetteville, NC	
	2017 Harvey	Aransas Co, TX Corpus Christi, TX	Nueces Co, TX
	2016 Matthew	Chesapeake, VA Currituck Co, NC	Fayetteville, NC Norfolk, VA Southern Shores, NC
Gulf Atlantic Construction & Marine (Grand Bay, AL) (DMS Site Work, HaulOuts, Sand, Dredging, Waterway, ROW Hauling) 17 Activations 8 Activations in FL Master Subcontract# 17_1052	2022 Ian	Bonita Springs, FL Ft. Myers Beach, FL	Lee Co, FL Sanibel, FL
	2020 Sally	AL DOT SW Region Baldwin Co, AL	Gulf Shores, AL Orange Beach, AL
	2020 Cristobal	Harrison Co, MS	
	2018 Michael	Bay Co, FL Dauphin Island, AL	Panama City, FL Mexico Beach, FL
	2017 Irma	Lake Co, FL	
	2017 Harvey	Baytown, TX	Brazoria Co, TX
	2017 Nate	Dauphin Island, AL	
H2 Construction LLC (Waverly, MO) (ROW hauling, L & H, Stumps) 10 Activations 1 activation in FL Master Subcontract # 14_219	2018 Michael	Lynn Haven, FL	
	2017 Harvey	League City, TX	Nassau Bav, TX
	2017 Tornado	Hattiesburg, MS	
	2016 Matthew	Liberty Co, GA	Port Wentworth, GA
	2016 LA Flooding	Central, LA	
	2014 Ice Storm Ulysses	Greensboro, NC	
HDR Trucking LLC (Bamberg, SC)	2022 Ian	Kissimmee, FL	Ocoee, FL
	2022SC Ice Storm Izzy	SCDOT	
	2020 Zeta	Harrison Co, MS	Gulfport, MS
	2018 Michael	Bay Co, FL	Jackson Co, FL



**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

Subcontractor	Storm Event	Work Location	
(PUSH, ROW Hauling, HaulOuts, L & H, Demo) 22 Activations 12 Activations in FL Master Subcontract # 14_219	2017 Irma	Decatur Co, GA Brevard Co, FL Kissimmee, FL Lake Co, FL	Bainbridge, GA Okeechobee Co, FL Polk Co, FL Sumter Co, FL
	2016 Matthew	Callawassie Island, SC Fripp Island, SC Hilton Head Island, SC	Hilton Head (POA) SC Windmill Harbour, SC
	2016 Hermine	Leon Co, FL	Tallahassee, FL
JTL & S Property Preservation (League City, TX) (ROW Hauling, L & H, White Goods, Freon Management) 32 Activations 7 Activations in FL Master Subcontract # 17_1020	2022 Ian	Bonita Springs, FL Estero, FL FDEM Ft. Myers, FL	Ft. Myers Beach, FL Lee Co, FL Sanibel, FL
	2021 Ida	St. John the Baptist Parish, LA	
	2021 May Flooding	Lake Charles, LA	Calcasieu Parish, LA
	2020 Laura	Dequincy, LA Lake Charles, LA West Lake, LA Vinton, LA	Calcasieu Parish, LA Iowa, LA Sulphur, LA
	2020 TX Winter Storm	Friendswood, TX	
	2020 Tree work	Galveston Co, TX	
	2019 Marine work	Clean Harbors	
	2019 Tornado	Montgomery Co, TX	
	2017 Harvey	Alvin, TX Brazoria Co, TX Dickinson, TX Clear Lake Shores, TX Friendswood, TX League City, TX	La Marque, TX Nassau Bay, TX Seabrook, TX Webster, TX West Columbia, TX
Last Pass Inc. (Miami, FL) (ROW Hauling, L & H, HaulOuts, PUSH) 8 Activations all in FL Master Subcontract # 22_1883	2022 Ian	Bonita Springs, FL Estero, FL Ft. Myers, FL FDEM	Ft. Myers Beach, FL Lee Co, FL Punta Gorda, FL Sarasota Co, FL
Lawn Rescue Plus (Miami, FL) (ROW Hauling, L & H, HaulOuts, Stumps) 34 Activations 14 Activations in FL Master Subcontract # 16_743	2021 Ida	St. John the Baptist Parish, LA	Audubon Institute, LA
	2020 Sally	Baldwin Co, AL	
	2020 Laura	Lake Charles, LA West Lake, LA Vinton, LA	Calcasieu Parish, LA West Calcasieu Port, LA Iowa, LA
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2018 Michael	FL Dept. of Enviro. Protection Lynn Haven, FL	Panama City, FL Parker, FL
	2018 Florence	Holly Ridge, NC Jacksonville, NC North Topsail Beach, NC	Onslow Co, NC Richlands, NC Swansboro, NC
	2017 Irma	Aventura, FL Brevard Co, FL Cocoa Beach, FL Collier Co, FL	FL Dept. of Env. Protection Miami, FL Miami Springs, FL Sunny Isle Beach, FL
	2017 Harvey	Aransas Co, TX	
	2016 Matthew	Hilton Head Island, SC	Windmill Harbour POA, SC
	2016 Hermine	Leon County, FL	Tallahassee, FL
McCombs Tree Service (Rockledge, FL) (ROW Hauling) 9 Activations 5 Activations in FL Master Subcontract# 15_295	2021 Ida	Biloxi, MS Maintenance	
	2018 Florence	Onslow Co, NC	Swansboro, NC
	2016 Matthew	Brevard Co, FL	Cocoa Beach, FL
	2016 Hermine	Leon Co, FL	Tallahassee, FL
	2015 Winter Strom	Raleigh, NC	
Michael's Tree Services (Memphis, TN) (ROW Hauling, L & H, DMS Site Work)	2012 TS Beryl	Nassau Bay, FL	
	2022 Ian	Sarasota Co, FL	Venice, FL
	2020 Sally	Fairhope, AL	AL DOT SW Region
	2018 Michael	Jackson Co, FL	



CowderGulf

**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

Subcontractor	Storm Event	Work Location	
12 Activations 10 Activations in FL Master Subcontract # 17_1042	2017 Irma	Lauderdale by the Sea, FL Lazy Lakes, FL Plantation, FL	Polk Co, FL Sunrise, FL Tarpon Springs, FL Wilton Manors, FL
New Gen Environmental Group / Bil-Jim Construction (Toms River, NJ) (ROW Hauling, Dredging, Demo, Waterway) 12 Activations 3 Activations in FL Master Subcontract # 17_1024 / 13_479	2021 Ida	State of New Jersey	
	2020 Zeta	Gulfport, MS	
	2020 Laura	Calcasieu Parish, LA	
	2018 Michael	Bay Co, FL	Panama City, FL
	2017 Irma	FL Dept. of Enviro. Protection	
	2017 Harvey	Montgomery Co, TX Dickinson, TX	Port Arthur, TX
	2016 Matthew	Fayetteville, NC	Raleigh, NC
ReclaimIt Enterprises (Greenville, TN) (PUSH, ROW Hauling, L & H, HaulOuts) 19 Activations 10 Activations in FL Master Subcontract # 18_362	2022 Ian	Apopka, FL Charlotte Co Public Schools Estero, FL	Lee Co, FL Venice, FL Winter Garden, FL
	2020 Zeta	Audubon Institute, LA	
	2020 Delta	Iowa, LA	
	2020 Sally	Orange Beach, AL Spanish Fort, AL	Gulf Shores, AL
	2020 Laura	Lake Charles, LA Sulphur, LA	Calcasieu Parish, LA
	2018 Michael	Jackson Co, FL Lynn Haven, FL	Panama City, FL Parker, FL
	2011 Irene	James City Co, VA	
Riccelli Enterprises (North Syracuse, NY) (HaulOuts) 15 Activations 10 Activations in FL Master Subcontract # 17_1099	2022 Ian	Edgewater, FL Ft. Myers, FL Ft. Myers Beach, FL	Lee County, FL Sanibel, FL Volusia Co, FL
	2020 Laura	Calcasieu Parish, LA	Lake Charles, LA
	2020 TN Tornado	Nashville/Davidson Co, TN	
	2018 Michael	Bay Co, FL Panama City, FL	Parker, FL Washington Co, FL
	2017 Harvey	Aransas Co, TX	San Patricio Co, TX
Statewide Tub Grinding/ WLW (Apopka, FL) (PUSH, ROW Hauling, Stumps, HaulOuts) 17 Activations 13 Activations in FL Master Subcontract # 15_616	2022 Ian	Venice, FL	
	2018 Michael	Apalachicola, FL Franklin Co, FL	Carrabelle, FL Parker, FL
	2017 Irma	Fort Myers, FL Lake Co., FL	Lee Co., FL Sanibel, FL
	2016 Matthew	Brevard Co, FL Ormond Beach, FL	Cocoa Beach, FL
	2008 Ike	Galveston Co, TX La Marque, TX	Texas City, TX Tiki Island, TX
	2005 Wilma	Ft. Lauderdale, FL	
Steadfast Services / Slick Machines (Cumming, GA) (ROW Hauling, Site Grinding, HaulOuts, Sand, Concrete) 5 Activations 1 Activation in FL Master Subcontract# 17_1031	2022 Ian	Lee Co, FL	
	2017 Harvey	Port Arthur, TX	
	2011 Deep Water Horizon Oil Spill	Obrien's BP Oil Spill AL	
	2008 Ike	Bolivar, TX	TX GLO
Waterfront Recovery LLC (Rockledge, FL) Waterway Debris 4 Activations 3 Activations in FL Master Subcontract # 17_966	2021 Laura -Waterways	Calcasieu Parish, LA	
	2018 Michael	FL Dept. Of Enviro. Protection	
	2017 Irma	FL Dept. Of Enviro. Protection	
	2016 Matthew	FL Dept. Of Enviro. Protection	

➤ 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



Example of 'CLEAN AS YOU GO' Debris Removal

Our complete QC plan will be provided upon request.

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.

"Clean As You Go"

This concept is the centerpiece of our Quality Control Plan. "**Clean As You Go**" is a simple concept that is defined as doing the best job possible the first time to reduce the necessity for redoing any work. This policy does not preclude contracted multiple passes. It simply implies that **all** the debris will be removed on every pass, regardless of the number of passes required by the City. This philosophy is especially important for debris work during emergencies or major disasters where restoration of critical public functions is the highest priority. CrowderGulf was the debris contractor that first coined the term "**CLEAN AS YOU GO**", over 14 years ago. Recently, the term has been used by other contractors and by municipalities in their RFPs. All CrowderGulf employees, subcontractors and consultants are expected to abide by this policy.

Inspections

To assure the quality and timeliness of work, CrowderGulf will use a hierarchy of assigned inspection responsibilities based on the nationally recognized Incident Command System (ICS). This arrangement limits the respective spans of control to appropriate levels and has proven to facilitate optimum performance.



Security

CrowderGulf will restrict general access to its DMS operations to essential company and City personnel for both security and safety. Managers and supervisors will be granted access to a site(s) based upon their duties, responsibilities and spans of control. Operating personnel will be granted access to sites relevant to their respective tasks.

Maintenance

CrowderGulf follows manufacturer's maintenance recommendations on all of its equipment. CrowderGulf systematically performs "routine maintenance" appropriate to each item of equipment. This maintenance is reported on an equipment log that is retained for the life or ownership of the equipment. CrowderGulf's maintenance system uses its employee or contracted full-time mechanics and/or oilers for daily and routine maintenance. Heavy maintenance and/or major repairs of company-owned equipment are performed by heavy equipment maintenance firms under contract with CrowderGulf.

Knowledge and Training

CrowderGulf's Quality Control Manager will conduct briefings and de-briefings no less than once a day for the team managers and weekly for supervisors. Organizational and functional relationships will be thoroughly reviewed with supervisory personnel on an on-going basis. CrowderGulf employs debris-experienced equipment operators, foreman, supervisors, and subcontractors. In accordance with these established practices, CrowderGulf supervisors will evaluate the knowledge and debris experience of each operator and subordinate employees, regarding the specifics of his or her assigned tasks, to determine if the employee requires additional training.

➤ 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

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, Mrs. Ashley Ramsay-Naile, serves as the senior Safety Official. Mrs. Ramsay-Naile'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.



CowderGulf

**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

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

Since 2012, CrowderGulf has received no citations, notifications or violations, pertaining to OSHA, or state OSHA. In that time period, CrowderGulf has worked approximately 1,561,271 and experienced 1 total recordable, which is well below industry standard. CrowderGulf policy is that daily tool box meetings are mandatory, and the Job Safety Analysis (JSA) process 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.

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)
2022	414,960	1	1	.48	.48
2021	161,180	0	0	0	0
2020	177,820	0	0	0	0
2019	189,433	0	0	0	0
2018	173,960	0	0	0	0
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

As additional documentation of our exemplary safety record, our most current OSHA Form 300A – Summary of Work-Related Injuries and Illnesses, as well as previous years', can be provided upon request

OSHA's Form 300A

Summary of Work-Related Injuries and Illnesses

Year: 2022

Form approved OSHA no. 3216-01-01

Additional information by part 300A must complete the Summary page even if no recordable injuries or illnesses occurred during the year. It is an error to leave the box to verify that the employer is in compliance and recordable injuries occurred during the year. Using the Log, count the individual entries for each category. Enter into the table below, making sure you've added the entries from every page of the Log. If you had no cases, enter "0". Employees, however, employees, and (b) report to the right to see the OSHA Form 300A in the table. If you have no entries in the OSHA Form 300A or its equivalent, the 28 CFR Part 1904.38 for further details on the OSHA process for data.

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	1	0	0
0	0	0	0

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
0	0

Injury and Illness Types

(1) Sprains	1	(4) Poisonings	0
(2) Skin Disorders	0	(5) Missing limb	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Part 300A 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 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering the data needed, reviewing the collection of information, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington, DC 20503. Do not send this information to the office.

Facility Information:

Establishment name: CrowderGulf

Street: 3025 Corporate Blvd East

City: Mobile

State: AL Zip: 36641

Industry description: _____

Standard Industrial Classification (SIC) _____

Employment information (If you don't have a figure, see the Worksheet on the back of OSHA Form 300A for details)

Approximate number of employees _____

Total hours worked by all employees last year _____

Sign Here

I certify that I have entered this document only as well as a true and correct copy of the data reported to the OSHA Form 300A, as required by the OSHA Act.

[Signature] Safety Manager

151-505-9422

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 OSHA 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, may 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)
- Department of Environmental Protection
- Department of Health
- 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



The aftermath and destruction caused by the wildfires in the State of California.

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 Public Assistance Program and Policy 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

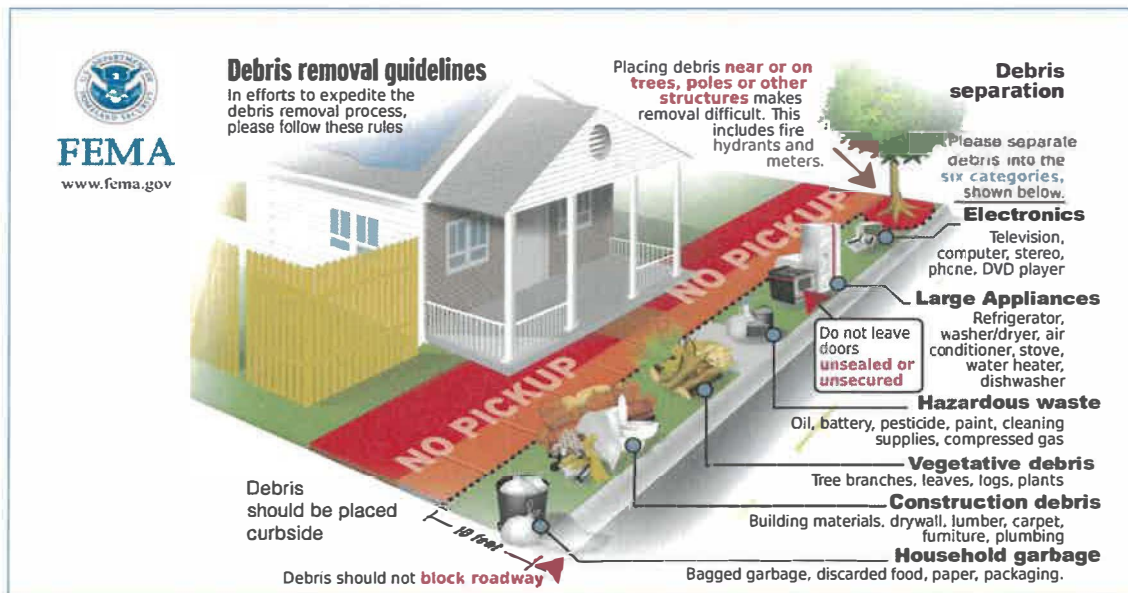
Experienced CrowderGulf personnel will be available to assist the City in the development of a public information campaign. The information could include the parameters, rules and guidelines of debris operations so residents can begin their personal recovery activities. The language used will be simple 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

Sample Flyer that can be distributed to local media outlets to assist citizens in properly segregating their debris curbside:





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.

"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**



Scenarios

The City has requested information regarding CrowderGulf's ability to respond and mobilize resource as it relates to the given scopes of work. 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.

CrowderGulf's **Debris Operations Plan** outlines specific details of both response and recovery field operations from mobilization through documentation. Please see the previous sections of this proposal for information on our Debris Operations Plan.

SCENARIO 1. SPOT JOBS – LOCALIZED

Response

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 12 hours of a Notice to Proceed (NTP). An experienced Project Manager will arrive on-scene within 8 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 12-24 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 to measure debris hauling trucks and ensure that all documentation requirements are met for each load of debris.



VA crews during Push work after Hurricane Isabel, 2003.

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. 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
- One - 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.



CowderGulf

**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

Depending on the amount of damage throughout 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 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.

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, with 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 the City at pre-determined locations identified during our site visits or as determined during preparedness training sessions. 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 18 or more debris trucks and 3 or more tree crews with knuckleboom trucks for removing leaners and hangers.

During this event, the Project Manager will coordinate with the City to address recycling goals and objectives and discuss the reimbursement opportunities afforded to the City for recycling under the Public Assistance Pilot Program. It may be determined a Debris Management Site (DMS) is needed to facilitate debris removal and meet recycling goals. In order for debris hauled to a DMS to be FEMA eligible for reimbursement it must be reduced before hauling to final disposal. Debris brought to a DMS facility will be sorted to remove recyclable materials and materials not suitable for reuse. The materials not re-useable will be reduced (either by grinding or as directed by the City) or can be taken to an approved final disposal facility.

Whether CrowderGulf provides the DMS facility or utilizes a government provided site, 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 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 (as discussed in greater detail in our Debris Operations Plan which is provided in **APPENDIX A**). 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 to final disposal location. 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.

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 Project Manager, 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.

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'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's requirements and in accordance with environmental regulations.

All work will be conducted and documented in compliance with all **FEMA 325** 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 an 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 to immediately begin work as flood waters receded.



CowderGulf

**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

CrowderGulf worked with League City to simultaneously provide debris removal resources in all seven of their identified "hardest hit" areas. 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 Household Hazardous Waste. This project was monitored by Tetra Tech.

Rocky Mount, NC, after Hurricane Irene is another example of similar work. Within seven weeks, 253,360 cubic yards of debris were hauled, utilizing 35 trucks. CrowderGulf reduced debris by grinding and hauled 66,110 cubic yards to a disposal site. CrowderGulf's management team worked closely with the Rocky County Debris Recovery Team and work was completed within the City's timeline to the City's satisfaction.

SCENARIO 4. SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING MIXED DEBRIS - WIDESPREAD OR CITY WIDE

Response

A Category 4 storm, if it hits the City directly, will likely result in major damage to the City. CrowderGulf will follow the City's Debris Management Plan and in consultation with the City, and in response to the severity of damage, will add additional crews. Crews will be deployed to begin work within 48 hours of the NTP. Safety for crews and first responders will be priority in our planning efforts and the necessary precautions will be taken for all downed lines and live wires. CrowderGulf will coordinate with local Power and Utility Companies as their assistance will be needed in planning for and responding to emergency clearance activities. Emergency crews used to clear priority roadways during the 'Push' time will begin work as soon as it is deemed safe to proceed.

In addition to all the procedures included in a Scenarios 1, 2 and 3, CrowderGulf will add additional clearing and segregation crews and equipment to our response and to the DMS facilities. The need to add additional crews and equipment will be coordinated daily with the City's Debris Manager and CrowderGulf's Project Manager. Based on the damage assessment and response plan, CrowderGulf will continue to add manpower and equipment to meet the debris removal expectations and needs of the City. Debris may be segregated into six 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.

CrowderGulf can provide the City with literature on proper curbside segregation to help citizens segregate debris. This may expedite curbside pick-up and help alleviate citizens placing debris under power lines and near fire hydrants and mailboxes.

A storm of this magnitude may do damage to the City's freshwater wetlands, coastal marshes and bays. Submerged debris may also be an issue. CrowderGulf has extensive experience in working with clients and environmental agencies to address and remove debris in sensitive areas. CrowderGulf will work closely with the City and its representatives during the damage assessment period so that the appropriate remediation measures can be taken and the type of equipment needed is immediately deployed to the City.

After the emergency push and first pass of ROW debris removal is completed, other specialty jobs will be assessed and started at the City's direction. This may include removing leaning trees and hanging limbs, hazardous stump removal, shoreline restoration, etc. All work will be documented in regulation with all FEMA 325 regulations.

All documentation will be available online for review by the City as well as any other method the City chooses, i.e., email, hard copies, etc. Updates will be given to local personnel by our Project Manager every morning. If requested, our experienced marketing team will assist the City with public notices via the City website, radio, newspaper and TV.

All work will be conducted and documented in compliance with all **FEMA 325** regulations.



ACTUAL EXAMPLES

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 amounts of rain. Hurricane Harvey easily became one the wettest storms **ever recorded** in the continental United States, leaving over 60 inches of rainfall in some areas.

The City of Friendswood contacted CrowderGulf on August 29th to set up a coordination meeting to plan for cleanup of the 3000 homes that were flooded in the City. Having worked in the City of Friendswood, Texas, on numerous occasions prior to Hurricane Harvey, CrowderGulf was familiar with the City and its knowledgeable personnel. CrowderGulf's Regional Director and Project Manager met with the City staff the same day to discuss the start date for cleanup. Debris removal and cleanup are slower after a major flood. Citizens have to be given time to remove damaged debris from their homes and put it on the Right of Way. Operations started on September 6th to remove and dispose of debris from the estimated 3,000 homes that were flooded. In addition to the removal of 135,952 cubic yards of vegetative debris, CrowderGulf removed over 5,800 white goods, 7,600 E-waste products, and 182,000 lbs. of Household Hazardous Waste. As requested by the City, all operations were completed within 180 days.

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 will apply. CrowderGulf will follow the City's Debris Management Plan and in consultation with the City, CrowderGulf will stage equipment and resources prior to the event. If requested, a senior Project Manager will be present in the City's Emergency Operations Center prior to the storm for planning purposes. CrowderGulf will pre-position management team members to the area to begin immediate assessments of debris. We will have resources in place within 24 hours for the emergency PUSH procedure. CrowderGulf's personal equipment resources coupled with over 1,600 subcontractors nationwide will give us the ability to access the necessary resources we will need for response to this large scale operation. It is our estimation, that at least 100 trucks will be needed. We can have those resources allocated and working within 48 hours of establishing a City-wide debris recovery plan. The City will be sectioned and crews assigned to each damaged area so that debris will be removed concurrently in all areas. DMS development will begin immediately upon a NTP and site selection. Grinders and/or air curtain burners will be deployed for use within 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 DMS office. All documentation will be available online at a secure site for review by the City. Updates will be given to local personnel by our Senior Project Manager every morning and our experienced marketing team will assist the City with public notices via the City website, radio, newspaper and TV, if requested.

All work will be conducted and documented in compliance with all **FEMA 325** regulations.

ACTUAL EXAMPLES

Bay County, FL experienced a Scenario 5 event after **Hurricane Michael in 2018**. CrowderGulf removed over 2 million cubic yards of debris from the County. The damage from the hurricane was spread throughout the panhandle of FL and required significant resources to be deployed quickly. CrowderGulf's Director of Operations and Regional Manager were on the ground within **2 hours of the hurricane's passing, conducting damage assessment. Over 12 million cubic yards of debris, in Florida alone, were removed, reduced and disposed of after Michael. Additionally, we were working simultaneously in the Carolinas to complete the removal and disposal of over 2 million cubic yards of debris with the 18 contract activations in North and South Carolina, following Hurricane Florence's damage.**



**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

Polk County, FL, experienced a Scenario 5 event after Hurricane Irma in 2017. CrowderGulf removed over two million cubic yards of debris from Polk County alone, in just a few months' time. The damage from the hurricane was significant throughout numerous counties in FL and required multiple resources to be deployed quickly. As a result of Hurricane Irma, CrowderGulf was activated on 67 pre-event contracts in Florida and removed, reduced and disposed of **over 10 million cubic yards** of debris. Simultaneously, CrowderGulf was working in the State of Texas to complete the removal and disposal of five million cubic yards of debris for 26 contract activations following Hurricane Harvey.

After Hurricane Harvey, in September of 2017, CrowderGulf crews removed and reduced **over 2 million cubic yards** of debris from the rights-of-way in Aransas County, Texas. The overall cost to Aransas was over \$24,000,000. CrowderGulf assisted the County in the removal and disposal of mixed vegetative debris 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 15,000 leaners/hangers, over 6,000 white goods and 22,500 lbs of HHW. Debris was reduced by grinding at three separate sites.

SCENARIO 6: CATASTROPHIC EVENT – SITE MANAGEMENT – CITYWIDE

Response

In addition to the resources and deployment times described above, CrowderGulf will proceed with the details included within the City's specific Debris Management Plan. This Plan will be reviewed and modified as necessary to meet the specific needs of the event and CrowderGulf will follow our Company Debris Operations Plan for mobilization, tasking, debris removal, disposal documentation and closeout procedures.

When a major catastrophic 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.

All work will be conducted and documented in compliance with all **FEMA 325** regulations.

Actual Examples

In CrowderGulf's 50 plus years in the debris removal business, we have worked catastrophic events for numerous cities and counties across the United States. Examples include Lee County in Florida after Hurricane Ian in 2022 (which included the severely devastated Fort Myers Beach and Sanibel Island), Calcasieu Parish, LA following Hurricane Laura in 2020 and also 2005 after Hurricanes Katrina and Rita; the counties of Galveston, Montgomery and Jefferson, TX, following Hurricane Ike in 2008; and Baldwin County, AL, and numerous contracts in Florida following the 2004 hurricane season.

Texas Experience: After Hurricane Ike, CrowderGulf was activated by Galveston County. Bolivar Peninsula, part of Galveston County, was especially devastated. Cleanup work was delayed for over two months in order for search and rescue teams to complete their work. In November, 2008, CrowderGulf was given a task order to begin work in Bolivar. At that time there was minimal electricity and other facilities available on the peninsula and restoration of services presented many unique challenges. The work was accomplished through the close working relationship between the County officials, CrowderGulf management team, the monitoring company team, and FEMA officials.

CrowderGulf setup a self-sufficient Mobile Command Center on Bolivar Peninsula, with full **communications capability**, provided a management team of 24 personnel, and 8 subcontractors with 440 certified trucks. Several local residents were employed during the operation.



CowderGulf

**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

CrowderGulf's operation began with the removal, reduction and disposal of ROW vegetative debris, C&D debris, white goods, electronics, tires and vehicles. Work was completed on all ROWs and eventually on ROE properties. Vegetative debris was reduced by grinding and burning. CrowderGulf managed three debris management sites on Bolivar Peninsula; High Island Site, Port Bolivar Site, and Crystal Beach Site.

Due to the widespread destruction which threatened the life and safety of the residents, as well as directly affected the economic recovery on the Peninsula, FEMA approved several additional recovery projects and CrowderGulf did the work for the County. These projects included:

- The open field project that involved gathering and hauling unburnable debris that was scattered on most of the open fields throughout Bolivar. The burnable debris was measured for quantity and burned in the open fields.
- The vehicle and vessel removal program consisted of a special group of personnel that assisted in the lookup and processing of owners because the owners were no longer on the Peninsula. The vehicles and vessels were hauled to a separate DMS site on Bolivar and documented. In most cases, the processing of these items required the special handling with the removal and disposal of fluids, batteries and other hazardous material. The vehicles and vessels remained in this storage area until all titles were cleared. Owners were contacted when possible and given an opportunity to claim their vehicle or vessel. Eventually an auction was held to handle these abandoned vehicles and vessels. CrowderGulf worked closely with the State Law Enforcement Agency on this project.
- The Private Property Debris Removal (PPDR) program consisted of over 1,500 eligible properties on the Peninsula. CrowderGulf assisted in the property searches and owner notifications process in an attempt to speed up the process. Documentation on each property was secured and stored as each property owner agreed to the debris removal on their property. Each property had to be invoiced separately.
- Most of the vegetation on Bolivar was damaged due to the salt water storm surge from the Gulf of Mexico that covered the Peninsula. As a result, there were a substantial number of trees that were killed by the salt water which became hazardous and were removed as part of the leaners and hangers removal program. The 'Salt Water Kill' trees had to be documented separately. The work was conducted on both the ROW and private property. Crews were directed about the cutting of hazardous hanging limbs or the removal of hazardous leaning trees, as the proper approval of the properties were attained.
- CrowderGulf set up a concrete crushing site as part of the removal and reduction of concrete slabs from strewn about the Peninsula. These slabs and rubble were crushed at the Crystal Beach Annex and much of this debris was recycled by the County and used as road base.
- The canal debris removal program consisted of the removal of debris from canals and waterways in the area. This project required processes for debris removal from hand labor in sensitive areas to side scan sonar equipment in appropriate water depths.
- Beach cleaning, submerged debris removal, sand screening and beach reclamation was a project managed by the Texas General Land Office and completed by CrowderGulf.



CowderGulf

**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

Contract Management - Ability to Handle Multiple Contracts (including Large Generation Events)

CrowderGulf has a proven track record of simultaneously managing multiple contracts and many specialty debris projects such as waterway debris removal and demolition. CrowderGulf has at its disposal an extensive inventory of company-owned equipment coupled with a large pool of dedicated subcontractors to complete any project, large or small.

The Summary Table below provides a snapshot of CrowderGulf's disaster-related work experience. It reflects the Company's ability to successfully complete multiple simultaneous disaster projects by providing the personnel and equipment resources needed, regardless of size, location, number of active projects, or the nature and severity of the disaster. Over 98% of the 508 disaster projects listed in the table below were the result of pre-event contracts that were activated after a disaster. CrowderGulf successfully provided every Client with all documentation required by FEMA in order to receive reimbursement.

SUMMARY TABLE OF SIMULTANEOUS DISASTER DEBRIS PROJECTS					
Year	Hurricane	# of DMS Managed	Simultaneous Contract Activations	Invoice Amt	Approx. Cubic Yards (CY)
2022	Hurricanes Ian & Nicole	52	34	\$289,652,756+	13,263,105+
2021	KY Tornado	4	2	\$3,841,472	287,551
2021	Hurricane Nicholas	2	7	\$1,991,995	177,421
2021	Hurricane Ida (Ongoing)	4	4	\$38,146,999+	2,106,718+
2021	Flooding & Severe Storms	6	2	\$907,894	58,657
2020	Hurricane Zeta	6	8	\$28,333,915	2,017,585
2020	Hurricane Sally	37	10	\$116,422,750	9,114,626
2020	Hurricane Laura (Ongoing)	27	10	\$340,925,461	18,751,131
2020	Tennessee Tornadoes	2	2	\$10,557,993	812,812
2019	Hurricane Dorian, TS Imelda, Tornado, Misc. Projects	3	2	\$4,559,359	143,336
2018	Hurricane Michael	40	16	\$252,281,133+	17,051,574+
2018	Hurricane Florence	16	18	\$29,884,238	2,212,485
2017	Hurricane Nate	1	3	\$2,119,616	165,948
2017	Hurricane Irma	117	67	\$202,277,038	12,328,681
2017	Hurricane Harvey	25	26	\$93,763,092	6,015,594
2016	Hurricane Matthew	32	39	\$82,267,725	5,675,560
2016	Hurricane Hermine (2 Activations)	3	2	\$9,080,715	401,366
2016	Severe Storms, (Ice, Flood & Tornadoes)	1	12	\$9,153,193	648,612
2015	Severe Storms, (Ice, Flood & Tornadoes)	0	15	\$2,311,844	109,578
2014	Ice Storms Pax & Ulysses, Severe Storms (Flood & Tornadoes)	5	14	\$9,866,559	669,314
2012	Sandy	1	4	\$57,805,734	727,194
2012	Isaac	3	9	\$2,821,936	245,799
2011	Irene	13	31	\$14,754,641	1,673,821
2008	Ike	27	36	\$178,318,425	16,933,904
2005	Dennis, Katrina, Rita, and Wilma	41	67	\$279,764,959	19,441,656
2004	Charley, Frances, Ivan, Jeanne	61	36	\$292,426,233	16,800,678
2003	Isabel	19	16	\$66,344,733	5,447,815

Over \$1 Billion in Work Completed in the Last Five Years





Past Experience

For all activations, CrowderGulf Management teams have been led by disaster-experienced, knowledgeable personnel well-versed in FEMA regulations, including eligible work, funding and reimbursement requirements. Several of CrowderGulf's personnel have held emergency management positions both locally, as well as state and federal positions. These individuals provide updates and training to CrowderGulf staff on a regular basis. Details of personnel qualifications are provided in the **Key Personnel Section** of this proposal.

CrowderGulf's ability to successfully manage multiple contracts, within client timelines and FEMA guidelines, is highlighted in the following excerpts of past experience following major natural disasters. A Summary Chart is included at the end of each year's work that shows the varied scopes of work that were completed.

2022 Hurricanes Ian and Nicole

Hurricane Ian made landfall on September 28, 2022, in Southwest Florida, near Fort Myers, as a strong Category 4 storm. Ian is currently estimated to be the costliest storm in Florida's history. The Town of Fort Myers Beach, City of Sanibel, and Lee County suffered catastrophic damage. Widespread wind and flood damage occurred throughout the impacted areas and severe storm surge damage in the beach towns and communities within Lee County.

As the day broke and Ian's winds had passed, the devastation was unimaginable. One of the first things reported to the team was the destruction of the Sanibel Causeway, cutting the City of Sanibel off from the mainland. CrowderGulf immediately recognized the need to set up barging for the City. We coordinated with the City and pulled the trigger the following day to mobilize barges. On 10/1/22, just three days after Ian's landfall, CrowderGulf got the first barge on the scene. Barge operations, involving five large barges supplied by CrowderGulf, supported transporting fire, police, EMC, power companies to the island for approximately three weeks. In the first hours after Hurricane Ian's devastation, while barge operations were being set up for Sanibel, CrowderGulf was also performing emergency PUSH operations in Lee County, Fort Myers, Fort Myers Beach, Estero, and Bonita Springs. All combined, CrowderGulf had approximately 200 PUSH crews operating within the State of Florida.

While PUSH crews cleared roads, CrowderGulf crews developed 45 Temporary Debris Management Sites (TDMS) throughout the damaged areas to start receiving debris. CrowderGulf was hauling debris from the ROW to TDMS just three days of landfall. Within Unincorporated Lee County, CrowderGulf hit a maximum daily production of 107,000 cubic yards per day, which resulted in over 8 million cubic yards being removed. Response wide in the State of Florida for Hurricane Ian, CrowderGulf had a maximum daily production of 194,000 cubic yards per day, resulting in more than 17 million cubic yards of debris removed.

2022 Hurricanes Ian & Nicole (WORK ONGOING)

38 Total Clients | **Number of Clients in 2022 Utilizing Tasks Listed Below**

Contract Amt	PUSH Ops	ROW Haul	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	Freon	E- waste	HHW	ADMS Utilized	Waterway Debris
\$307,265,624	11	37	52	38	18	8	7	6	7	6	38	4

2021 Hurricanes Ida and Nicholas

On August 29, 2021, Hurricane Ida impacted much of coastal Louisiana, including St. John the Baptist Parish. With hurricane force winds in excess of 150-mph, Ida was a deadly and destructive Category 4 Atlantic hurricane that became one of the most damaging hurricanes to make landfall in the state of Louisiana. CrowderGulf held a pre-event contract with the Parish and CrowderGulf's contracts manager was in contact to discuss the possibility of the issuance of a Notice to Proceed (NTP), once the Parish was in the cone of uncertainty. On September 7, 2021, in the immediate aftermath of Ida, as soon as it was deemed safe and a NTP was issued by the Parish, our Director of Operations was on the ground doing damage assessment.



**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

CrowderGulf's Management team immediately mobilized all personnel, support equipment, and assets for the initial PUSH of all roadways needed by essential vehicles, while simultaneously mobilizing resources for the rights-of-way (ROW) debris removal. Three debris management sites (DMS) were immediately developed to accept incoming storm debris. This project activated approximately 30 self-loading grapple trucks as well as several wheel loaders, skid-steers and other supporting equipment required to perform all necessary actions. The Parish initiated final pass and the debris removal portion of the project was completed May 15, 2022. The Parish activated CrowderGulf to begin debris removal operations in waterways, drainage laterals and ditches on March 4, 2022. To date, the CrowderGulf Team has removed and disposed of over **79,000 cubic yards** of debris.

2021 Hurricanes Ida and Nicholas; Flooding and Tornado												
15 Total Clients		Number of Clients in 2021 Utilizing Tasks Listed Below										
Contract Amt	PUSH Ops	ROW Haul	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	Freon	E-waste	HHW	ADMS Utilized	Waterway Debris
\$55,164,758	2	15	13	15	4	3	3	2	1	10	11	1

2020 Hurricanes Laura and Sally, Tornadoes

In 2020, CrowderGulf responded to nine major disasters with 34 contract activations in six different states. CrowderGulf developed and managed 49 debris management sites during activations. These debris activations were conducted simultaneously with multiple missions occurring within and across regions. The most notable attribute to the 2020 storm season was the consistent daily production rate by CrowderGulf's debris crews. During the first 60 days after Hurricanes Laura and Sally, CrowderGulf removed over 12 million cubic yards of debris from the ROW. This consistent daily production of over 204,000 cubic yards of debris per day demonstrated CrowderGulf's unparalleled capabilities. Moreover, these productions were achieved without sacrificing safety, quality, cost or schedule. All of this was made possible by having qualified, disaster-experienced key management personnel and subcontractors, effective sectoring, and an efficient staffing approach.

Immediately after Hurricane Laura made landfall near Cameron, LA, on August 27, 2020, as a Category 4 Hurricane with peak sustained winds of over 150 mph, the CrowderGulf Team responded and was on the ground in Calcasieu Parish and the cities of Lake Charles, Sulphur, Dequincy, Vinton, Westlake and Iowa, just hours after the dangerous winds passed. CrowderGulf executed the pre-storm response plans and immediately began debris assessment and removal operations. Due to the widespread destruction, CrowderGulf dispatched over 500 Emergency Road Clearance crews (aka Push Teams) to clear the roads for emergency vehicles to access the citizens in need. During the Emergency Road Clearance operation, the CrowderGulf Management Team located, leased, permitted, and developed 16 Debris Management Sites to store and reduce the hurricane generated debris.

Overall, CrowderGulf had 34 activations and removed, reduced and disposed of over 19 million cubic yards of hurricane generated debris from the rights-of-way. In addition to PUSH operations, ROW hauling, tree work and disposal operations, CrowderGulf also worked within Calcasieu Parish to remove debris from over 1,600 miles of drainage laterals throughout the Parish. As a result, over 2.2 million cubic yards of debris have been removed and disposed of from the ditches and waterways within the Parish.

2020 Hurricanes Hanna, Laura, Sally, and Zeta, TS Cristobal and Tornadoes												
34 Total Clients		Number of Clients in 2020 Utilizing Tasks										
Contract Amount	PUSH Ops	ROW Haul	NON-ROW Haul	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	E-waste	HHW	ADMS Utilized	Waterway Debris
\$834,915,239	5	25	6	20	25	23	13	10	8	9	24	2



2019 Hurricane Dorian, TS Imelda, Tornado, Misc. Projects

Dorian, a once Category 5 hurricane left a devastating path of destruction before making landfall in Cape Hatteras as a Category 2 storm. On its journey along the eastern US coastline, Dorian skirted the South Carolina coastline with tropical storm force winds and torrential rains resulting in the activation of two CrowderGulf debris removal contracts. Hilton Head, and Dorchester County, South Carolina. Hilton Head requested an emergency push of debris from their roadways and Dorchester County, SC, activated their contract for the removal and grinding of vegetative debris and the managing and removal of debris from their citizen drop off sites. CrowderGulf responded immediately to both of these activations sending emergency response crews to Hilton Head and simultaneously sending personnel and equipment resources to Dorchester.

CrowderGulf completed the push activation for Hilton Head in less than 24 hours and removed, reduced and disposed over 31,294 cubic yards of debris for Dorchester County within 30 days. Although these were the only two contract activations, CrowderGulf performed numerous damage assessments for clients stretching from Florida to Virginia. In addition, CrowderGulf performed several miscellaneous projects, one of which was for the City of Dickinson, Texas. CrowderGulf removed and disposed of waterway debris that was deposited in the Dickinson Bayou following Hurricane Harvey. This special Project, resulted in removal of 27,872 cubic yards of debris. CrowderGulf utilized self-loading barges, floating empty box barges and chain saw crews to remove the debris from the waterway. Additional work included bank and ditch clearing in which CrowderGulf utilized picker barges and forestry mulchers along with chain saw crews.

2019 Hurricane Dorian, TS Imelda, Tornado, Misc. projects									
4 Total Clients	Number of Clients in 2019 Utilizing Tasks								
Contract Amt	PUSH Ops	ROW Haul	Debris Reduction	Debris Disposal	Tree Work	White Goods	E-waste	ADMS Utilized	Waterway Debris
\$4,558,359	1	2	2	4	1	1	1	4	1

2018 Hurricanes Florence and Michael

Hurricane Florence, a powerful and deadly Category 1 Hurricane took aim at the North Carolina coastline in September, 2018. This deadly hurricane claimed 55 lives as it swept across the state. Hurricane Florence brought devastating rainfall that caused flooding to the large stretch of coastline and widespread inland flooding. Many of the state's major rivers and tributaries reached record level height as 30+ inches of rainfall drenched the area and closed major interstates and roadways for weeks.

CrowderGulf was activated on 18 pre-event contracts across the state of North Carolina which involved the removal and reduction of over 2.1 million cubic yards of debris, the removal of approximately 50,000 leaners and hangers and the management and maintenance of 16 debris management sites. In addition, CrowderGulf provided sand and beach restoration to North Top Sail Beach, Oak Island and Bald Head Island.





**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

While working in North Carolina, CrowderGulf experienced contract requirements which presented their own unique challenges. Damage assessments were hampered by non-receding floodwaters causing the closure of many roads and the isolation of communities. CrowderGulf assisted communities with damage assessment by providing drone flyovers into flooded areas and working with local officials to identify alternate debris management sites not affected by floodwaters.

The community of Bald Head Island had its own set of unique challenges. Bald Head Island is an island off the coast of North Carolina separated from the mainland by the Cape Fear River, accessible only by ferry boat. The challenge of this contract involved the access of equipment to the island and the means of disposal of storm generated debris. CrowderGulf worked with Bald Head Island to provide the debris collection and disposal services by setting up a debris reduction site on the island for the vegetative debris. At the vegetative debris site all material was reduced to mulch and then given back to the residents and local landscape businesses for residential use. CrowderGulf secured barges to transport the remaining materials, which included C&D and Household Hazardous Waste (HHW), across the Cape Fear River to final disposal sites.

Rising to the Challenge - During the Florence activations in North Carolina, the Florida Panhandle experienced the devastation of Hurricane Michael, a category IV storm. CrowderGulf had eleven additional contracts activated making a total of twenty nine simultaneous activated contracts.

Hurricane Michael plowed into the Florida Panhandle on October 10 as a major Hurricane. It was the first Category 5 storm on record to hit the Florida Panhandle. Tropical storm-force winds extended more than 320 miles from the center, devastating the entire region. CrowderGulf holds many pre-event contracts within the area. Consequently, our Director of Operations and Florida Regional Manager were on the ground doing damage assessment within 2 hours of the storm's passing. We immediately mobilized hauling units to begin right-of-way (ROW) debris operations.

CrowderGulf removed, processed, reduced and disposed of approximately **10 Million Cubic Yards** of vegetative and construction/demolition debris at 26 Debris Management Sites (DMS) and 13 Final Disposal Facilities. More than 83,000 hazardous trees had falling hangers and leaners and those limbs were cut to restore safe passage. CrowderGulf operations included demolition of structures and Private Property Debris Removal (PPDR) in Bay County and in Panama City, FL.

In all 2018 activations, CrowderGulf provided each client with the needed assets, both personnel and equipment, to successfully meet all contractual obligations within the specified time. This included safety, quality assurance and documentation personnel.

Immediately after Hurricane Michael's destruction, CrowderGulf responded to Florida with urgency, providing each Florida Client with their own trained Project Management team. CrowderGulf did not downsize equipment and personnel in North Carolina to respond to Florida. Instead, equipment and manpower **resources were doubled and in some cases tripled in our North Carolina contract activations**. Simultaneously, we responded to our Florida clients with full resources and had damage assessment **personnel on the ground within two hours of the storm's passing. CrowderGulf provided personnel, drones and helicopters for damage assessment and brought in our own professional videographer to capture storm damage and the debris removal process.**

2018 Hurricanes Florence, Michael										
34 Total Clients	Number of Clients in 2018 Hurricanes Utilizing Tasks									
Contract Amt	PUSH Ops	ROW Haul	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	E-waste	HHW	ADMS Utilized
\$285,300,477	4	35	33	33	25	5	5	1	2	35



2017 Hurricanes Harvey & Irma

The 2017 Hurricane Season was extremely challenging as Hurricane Harvey caused extensive damage to the Texas Coast. Two weeks later, Hurricane Irma impacted the Florida Keys and continued its damage all the way to South and North Carolina.

In Texas, CrowderGulf had 26 contracts activated and debris removal operations were in full swing. Then Hurricane Irma visited Florida, leaving behind great damage and devastation. As a result, CrowderGulf's resources had to be quickly expanded and adjusted to meet the needs of 67 clients in Florida. Focus was on serving all affected clients in both states as quickly and efficiently as possible. As a result, all jobs were completed within the clients' timelines.

Hurricane Harvey

Texas - On August 25, 2017, Hurricane Harvey, one of the strongest hurricanes to hit the United States since 2005, made landfall as a Category 4 in Rockport, Texas. The maximum winds were 130 mph as it churned its way through Aransas County. As the storm continued to make its way along the eastern edge of the Texas coastline, additional impacts of storm surge and inland flooding affected numerous areas. CrowderGulf had 26 Texas County and Municipal contracts activated during this event and managed 25 Debris Management Sites (DMS), resulting in approximately **5 million CY** of debris being removed from ROW or ROE.

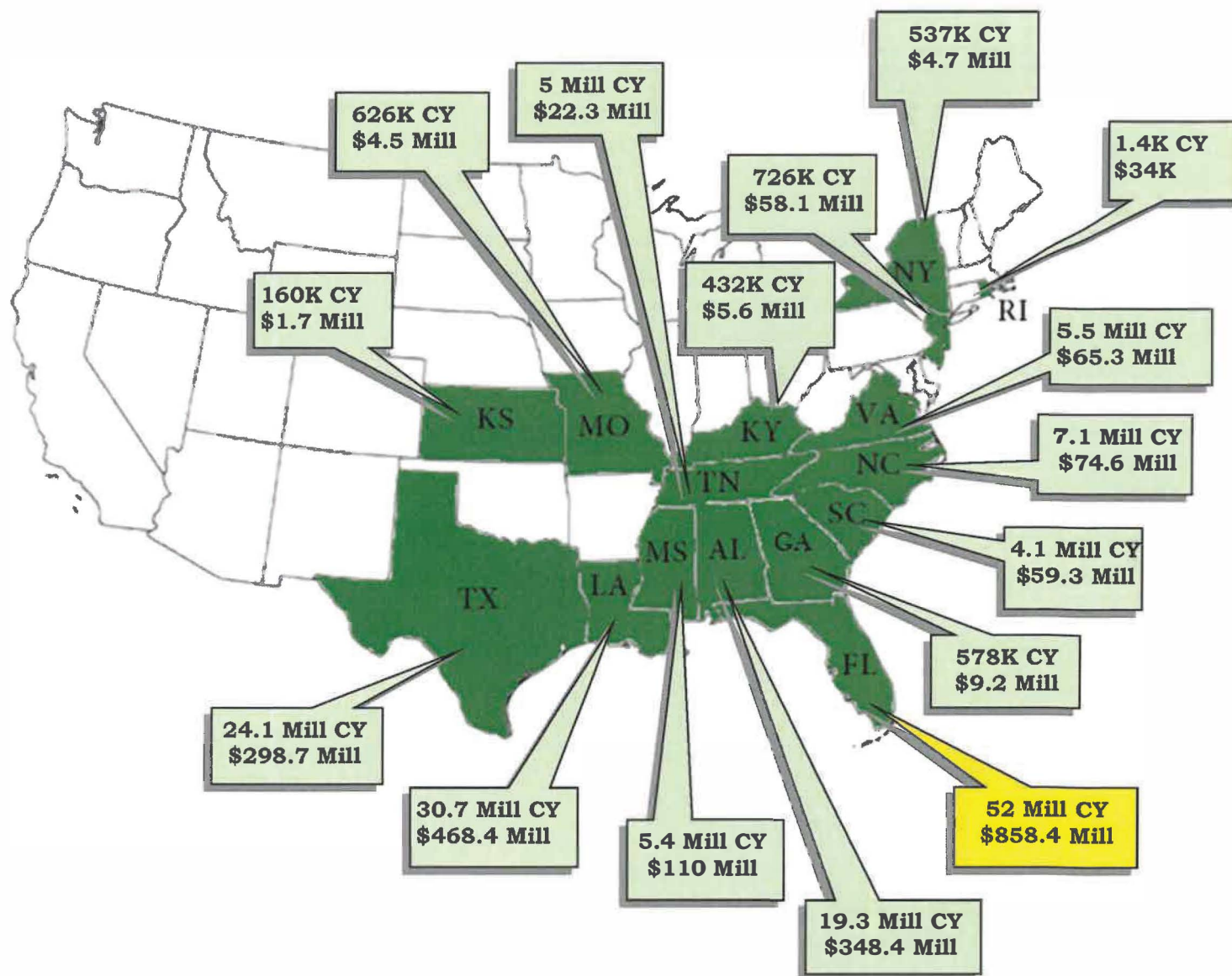
Hurricane Irma

Florida - On September 10, 2017, Hurricane Irma made two landfalls in the State of Florida. The first landfall was recorded in Cudjoe Key, Florida, with winds of 130 mph. The second landfall occurred in Naples, Florida, with sustained winds of 115 mph. This large hurricane impacted all of Florida as it moved north, causing 67 counties to be declared for FEMA Public Assistance. Consequently, CrowderGulf had 65 contract activations and managed 92 DMS in Florida, while simultaneously managing the 26 contract activations in Texas, the result of Hurricane Harvey in August. Both projects included the removal of over **10 million CY** of debris with costs-in excess of **200 MILLION DOLLARS**.

2017 Hurricane Harvey, Irma, Nate, TS Cindy, Tornado Projects and Tasks												
98 Total Clients	Number of Clients in 2017 Utilizing Task											
Contract Amt	PUSH Ops	ROW Hauling	Private Rds. Hauling	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	E-waste	HHW	ADMS Utilized	Water way Debris
\$303,777,662	7	91	15	49	91	36	12	18	15	15	79	2

"I would like to thank you and your staff for the outstanding service provided to the County in 2017 due to Hurricane Irma"

*Russell A. Rowland, Assistant to County Administrator,
Okeechobee County*

CrowderGulf's At a Glance - Historical Workload & Experience across the U.S.



Availability and Assurances

Due to the uncertainty of disaster related events, it is difficult to predict when a contract activation will occur. Regardless of the number of contracts CrowderGulf has activated after a disaster, in 50+ years, we have never failed to meet a client's contract requirements for equipment resources and personnel. Having an experienced management team, a large pool of company-owned equipment and operators, a nationwide database of trusted and experienced subcontractors and agreements with national rental companies, provides CrowderGulf the ability to assure the City that we can and will meet your disaster response needs. We are committed to providing the City with priority service, quality performance and onsite management. We will work as a team with you and your representatives to successfully restore the City to some sense of normalcy, while following all FEMA regulations and within the designated timeline established by the City's contract.

The severity of the disaster will determine how many employees will be assigned to a specific client. 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 local resources and proceed to add additional manpower and subcontractors until we have a sufficient workforce in place to ensure the City that we can effectively manage and handle the disaster effort. CrowderGulf will adjust assets as required to optimize operations.

Hurricanes Harvey and Irma – Lessons Learned and Management Team Updates

During the 2017 Hurricane Season, Hurricanes Harvey and Irma became historic in the debris removal industry. The Category IV Hurricane Harvey, devastated the State of Texas and ten days later, Hurricane Irma made landfall in Florida, South Carolina, and Georgia. Most of the damage occurred throughout Florida. These two back-to-back major hurricanes presented several historical challenges for the Federal Government, local jurisdictions, and private contractors. Assets from around the Country, including CrowderGulf, were fully mobilized in Texas to assist with their recovery effort. However, after Hurricane Irma did her damage in Florida, CrowderGulf's management team immediately began responding to the needs of our Florida clients, while continuing to work throughout Texas. Although these two hurricanes created a national resource shortage, CrowderGulf never asked to re-negotiate our contract rates. We fulfilled all of our contractual obligations on time or ahead of schedule, both in Texas and in Florida. After these historic events CrowderGulf's management team completed an after-action analysis, and we identified several lessons learned, and as a result, made strategic changes to our subcontractor requirements. CrowderGulf's management also implemented several measures to lessen the chance of having a resource shortage in future activations, including the purchase of additional company-owned assets listed in this proposal.

Subcontracting

Our Subcontractors Compliance Manager, Jenny Todd Weaver along with our Director of Operations, Nick Pratt worked diligently securing subcontractors to meet the heavy demand in Florida and Texas, during the 2017 Hurricane Season. They reviewed subcontractors past experience, debris specific equipment and mobilization times and they identified any underperforming subcontractors or subcontractors that defaulted on requirements that had signed master subcontracts. Those subcontractors have been removed from our database and will not work with CrowderGulf during future activations.

Monitoring Firms

CrowderGulf has an excellent working relationship with many of the monitoring firms across the United States. The 2017 Hurricane Season allowed us to extend many of those relationships, due to the number of contracts that CrowderGulf had activated, and allowed us to work with new monitoring firms. CrowderGulf found that there were many new monitoring employees / personnel, so in the beginning there were some challenges with the truck certification process and getting accurate data from the monitoring firms. Our Senior Project Managers and Project Managers worked to iron out any issues in the beginning of the project and things began to run much smoother. After the activations, our Management Team met and brainstormed the best way to tackle these issues in the future, should they arise. As a result, we implemented a Quality Assurance / Quality Control (QA / QC) Field Team that works directly with monitoring firms in the field to ensure that CrowderGulf receives all data on a daily basis. We have found that this new process has been instrumental after Hurricane Michael devastated the Florida Panhandle in 2018 and most recently after a similar scenario after Hurricanes Laura and Sally in 2020.



Training

Although the 2017 Hurricane Season was challenging for the entire debris removal and management industry, we made several small additions to our Complete Debris Management Plan. We added Annual Training Sessions with Project Managers, Field Supervisors, Reservist Personnel, and Subcontractors in each of our Regions, including Texas. The topics discussed ranged from Project Management, Debris Management Site Selection and Setup, Senior Supervision, Teaming with Monitoring Firms and Communication with the Client and our Disaster Administrative Office. The training sessions were so successful that additional trainings are scheduled for after the Governors Hurricane Conference and after client trainings before each Hurricane Season.

Hurricanes Florence and Michael – Implementation of After Action Items

It didn't take long for CrowderGulf's updated Management Approach, Annual Trainings, and Selective Subcontracting Initiatives to be put at the forefront of another situation of two major storms and simultaneous contract activations. In **2018, Hurricanes Florence and Michael** struck the Coast of North Carolina and the Panhandle of Florida within one month of each other. Hurricane Florence was a Category 1 Storm that produced a tremendous amount of rainfall and flooding. Hurricane Michael, once thought to be a Category 4 Hurricane was upgraded to a Category 5, and the first storm on record to hit the Florida Panhandle with sustained winds over 157+ miles per hour. CrowderGulf had 18 pre-event contracts activated across the State of North Carolina and a month later 11 contracts activated in Florida. Due to our diligence in evaluating and improving our operation after Hurricanes Harvey and Irma, our team was better prepared for these two disasters. The CrowderGulf Team provided each client with the necessary assets, both personnel and equipment, to successfully meet all contractual obligations within the specified time, to include safety, quality, cost and schedule. CrowderGulf responded to Florida with urgency, providing each Florida Client with their own disaster experienced Project Management team, consisting of a Senior Project Manager, multiple Project Managers and Field Supervisors.

CrowderGulf did not downsize equipment and personnel in North Carolina to respond to Florida. **Where necessary, we doubled and in some cases tripled our equipment resources in our North Carolina contract activations** to re-assure our North Carolina clients that we would finish their projects strong and successfully. Our Team was fully mobilized and ready to begin removal operations when safe to do so.

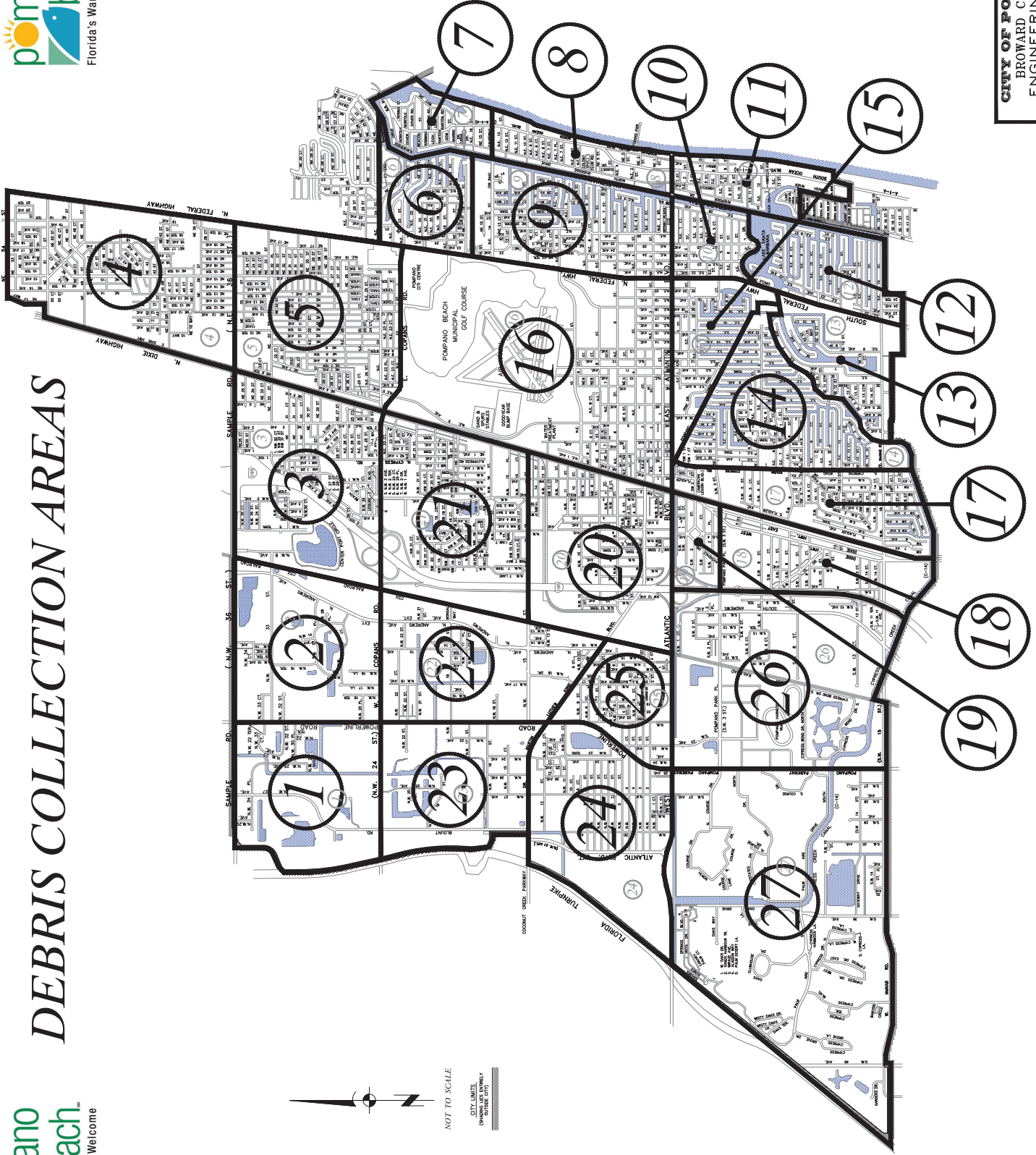
In Florida, immediately after Hurricane Michael hit, CrowderGulf provided clients with full resources and had damage assessment **personnel on the ground within two hours of the storm's passing**. Our President, Vice President, Director of Field Operations and Florida Regional Manager, were all on the ground surveying damage and reaching out to clients. CrowderGulf provided personnel, drones and helicopters for damage assessment and brought in our own professional videographer to capture storm damage and the debris removal process.

ATTACHMENT B

Work Zones



DEBRIS COLLECTION AREAS

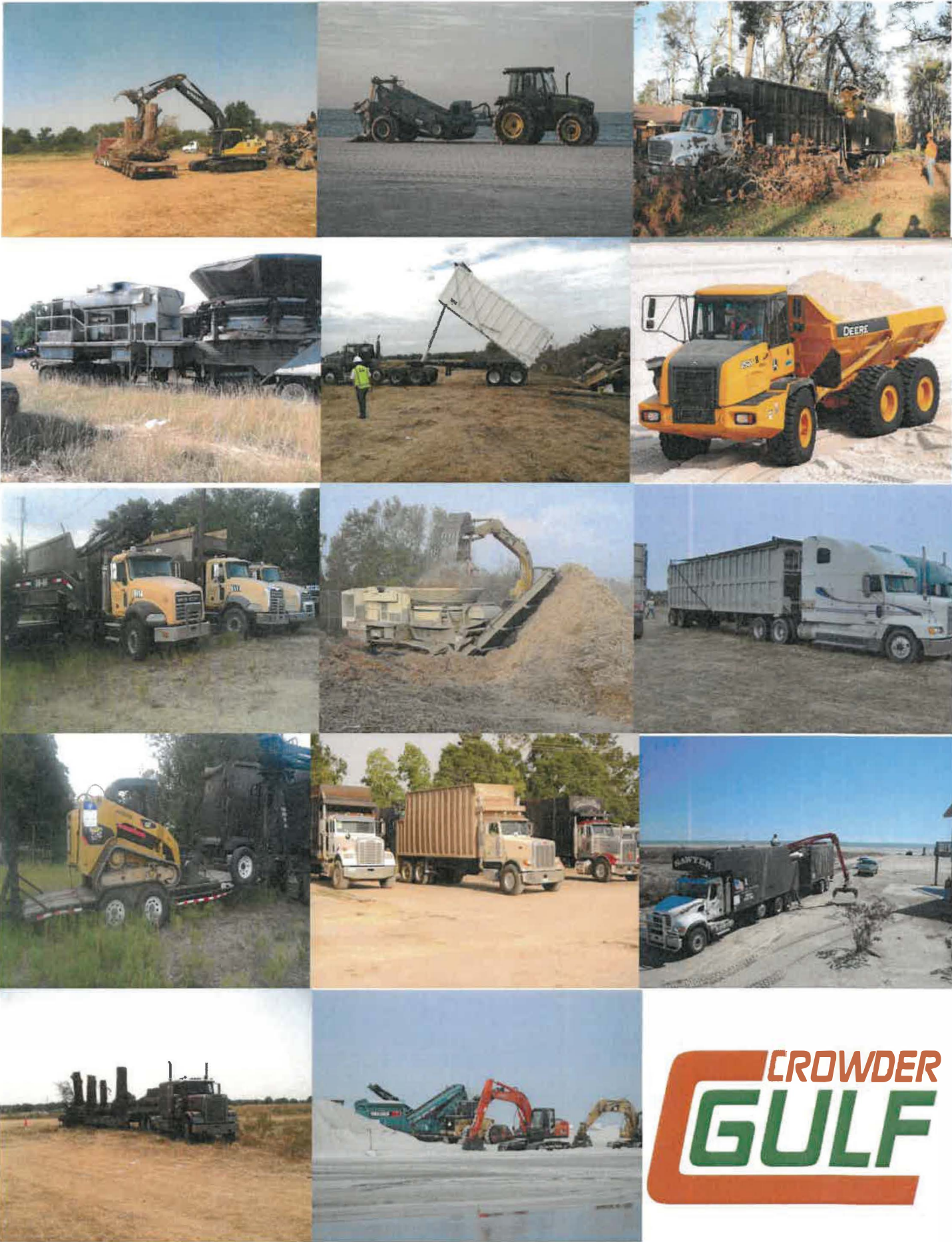


CITY OF POMPANO BEACH
BROWARD COUNTY, FLORIDA
ENGINEERING DEPARTMENT
CITY MAP

Drawn By: S.S./K.L.B. | Date: 08/01/05 | Checked By: H. GAY | Date: 08/01/05

ATTACHMENT C

Vehicle and Equipment List



2023 CrowderGulf Company Owned Equipment List

2023 CrowderGulf Company-Owned Equipment List			
DEBRIS REMOVAL TRUCKS			
Year	Make	Model	VIN
1998	Mack	Debris/Combo	1M2AD62C9WW006285
1995	Western Star	Debris/Combo	2WLPCCCH25K937391
2002	Kenworth	Debris/Combo	1NKDLB0X72J884158
2013	Peterbilt	367 Debris/Combo	1NPTX4EX7DD178887
2014	Peterbilt	367 Debris/Combo	1NPTX4EX4ED237394
2013	Peterbilt	389 Debris/Combo	1XPXD49X4DD192224
2016	Peterbilt	367 Debris/Combo	1NPTX4EX7GD292571
2017	Peterbilt	389 Debris/Combo	1XPXP4TX4HD408644
2017	Peterbilt	367 Debris/Combo	1NPTX4EX9HD412906
2017	Peterbilt	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
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	

2023 CrowderGulf Company Owned Equipment List

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
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	Tristar	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

2023 CrowderGulf Company Owned Equipment List

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
1999	Bobcat	331X	512918815
2001	Bobcat	331X	512918429
2003	Komatsu	PC35	4207
1999	Kobelco	SK220LC	LLU2438

2023 CrowderGulf Company Owned Equipment List

EXCAVATORS			
Year	Make	Model	VIN
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
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

2023 CrowderGulf Company Owned Equipment List

DOZERS			
Year	Make	Model	VIN
1992	John Deere	450G	T0450GF87820
1999	John Deere	750H	T0750CX877301
2004	CAT	D3JXL	CAT00D3GCJMH00732
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

2023 CrowderGulf Company Owned Equipment List

GENERATORS			
Year	Make	Model	VIN
	Onan Genset	50D6CA	6920476659
1999	Nissha	NES25SIA	XJ010300
1999	Nissha	NES60SIA	KF010300
2004	Dewalt	4300	GCO44627903DGC4300
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
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
2010	Caterpillar	299C HF	MBT01588
2011	Bobcat	T300	525415845
2008	JD	650-J	T0650JX173003
2016	Cat	279D	CAT0279DEGTL03016
2018	Cat	299D	CAT0299DLFD203290

2023 CrowderGulf Company Owned Equipment List

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

ATTACHMENT D

Debris Management Site(s) List 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, and 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.*

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 Public Assistance Program and Policy Guide 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 overall success of DMS operations is determined by how the site is designed.

A minimum of the following features will be designed into the DMS plan.

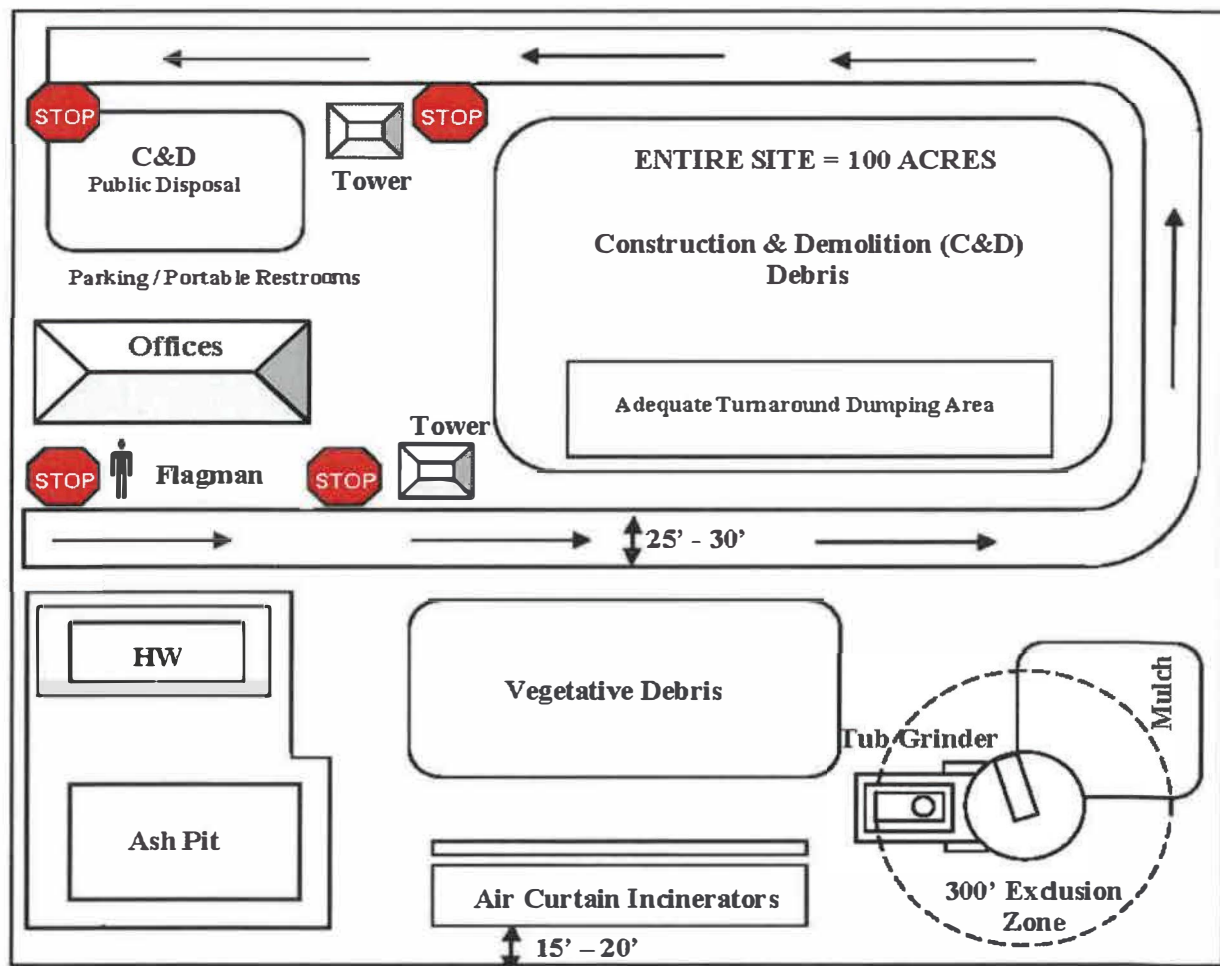
- Portable toilet facilities will be conveniently located to serve the inspection towers, crews working on the site, and office facilities
- Perimeter chain-link fencing, erosion and sediment control fencing, and other necessary drainage control methods
- Site traffic flow will provide for orderly movement 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 will be modified to fit the needs of each specific DMS and will incorporate all specifications addressed in the FEMA Public Assistance Program and Policy Guide and all local, state and federal regulations and requirements.

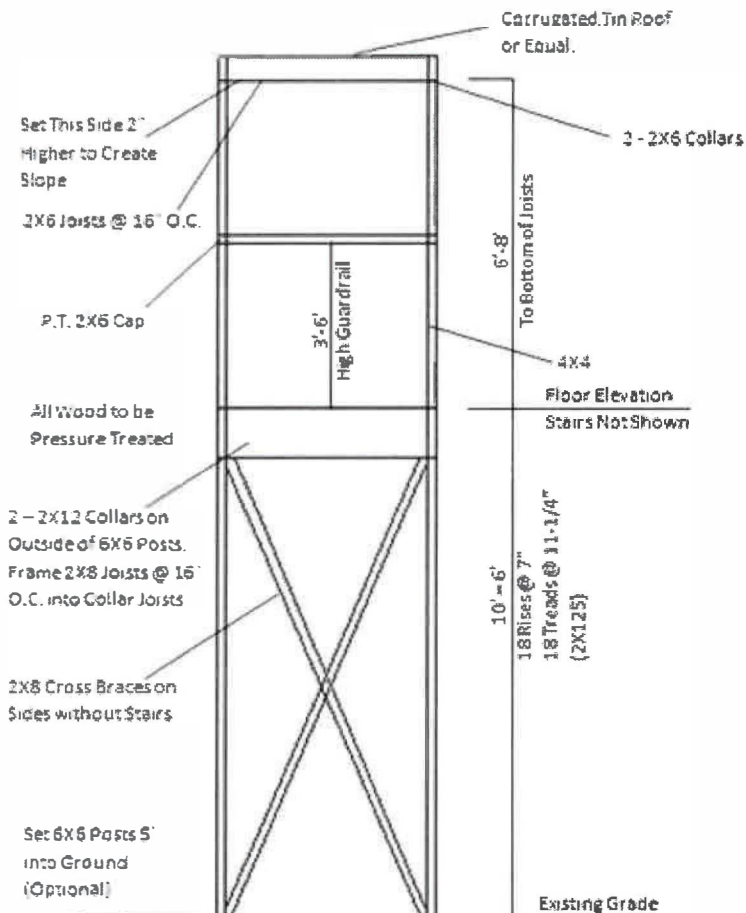


Inspection Towers

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 3/4" 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 1/2" 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

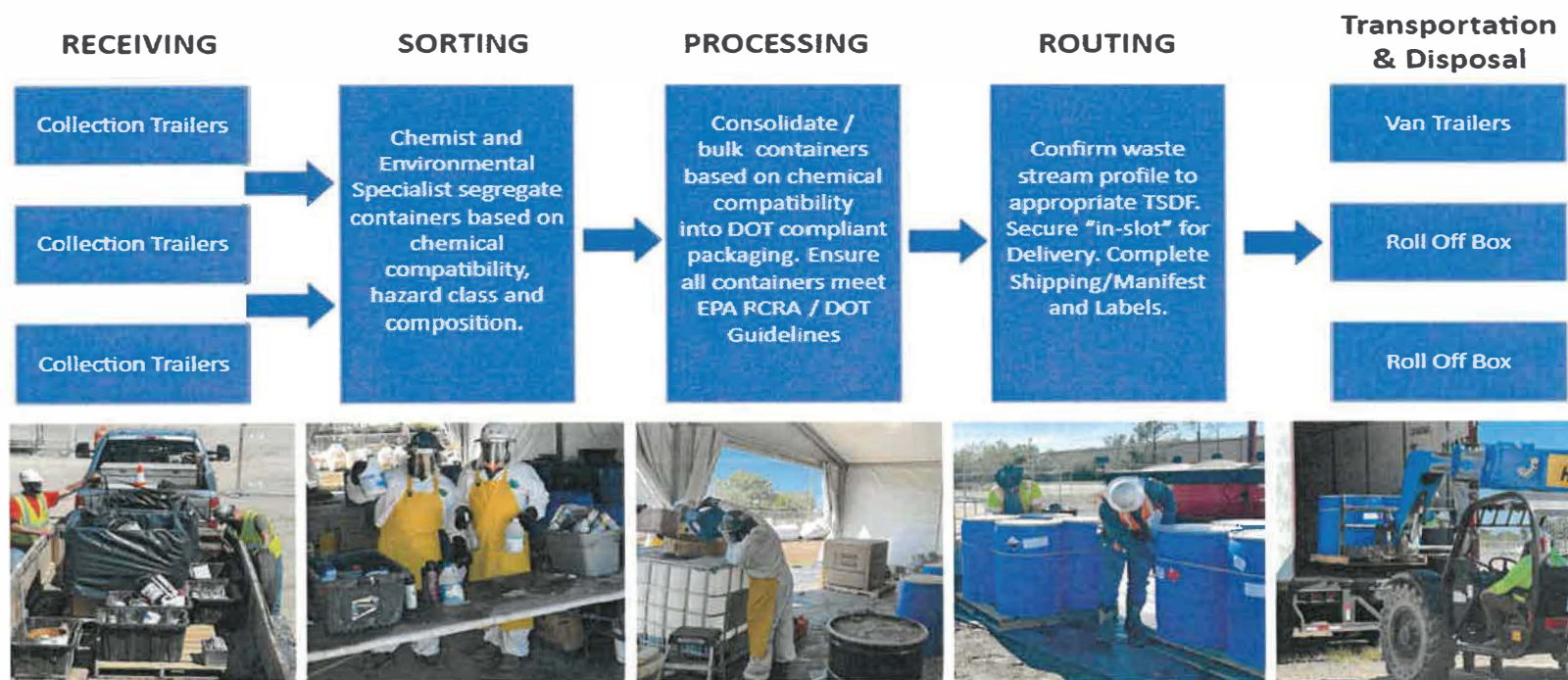


Hazardous Materials Containment Area

In accordance with FEMA Public Assistance and Program Policy Guide, 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



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.



- **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. 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.



CowderGulf

**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

Finally, fencing and signage are simple and effective means to keep the public away from the incineration area. The CrowderGulf Environmental Protection Plan address and provides 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 Timelines

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 TIMELINE	
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.
Ensure that all necessary permits from the proper State agency are in place in order to perform debris storage/reduction activities on the selected site.	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 96 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



**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

Basic Debris Reduction Crews		
Personnel / Equipment	Task Responsibility	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 (<i>if burning</i>)	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	Assist with debris separation, if required.	2 - 4 / 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 disposal 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.



**RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL**

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.

Experience with Specialty Debris CrowderGulf's supervisory personnel are experienced in identifying and assessing potential problems imposed by specialty debris including **Abandoned Vehicles and Vessels; Dead Animal Removal, Demo Asbestos Materials; Electronic waste (E-Waste); Freon and White Goods; Household Hazardous Waste (HHW); and Waterway (Sand, Beach and Wet Marine Debris)**. 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 SET Environmental, Inc., a highly qualified and licensed Hazmat contractor, to remove and dispose of any such materials.



The table below shows the **number of clients requiring specialty debris** removal in recent years:

Year	Event	# of Clients	Abandoned Vehicles / Vessels	Demo / Asbestos Materials	E-Waste	Freon / White Goods	HHW	Waterway Sand/Beach Marine Debris
2023	Red Tide / Fish Kill	2						X
2022	Hurricane Ian	6			X	X	X	X
2021	Flooding & Storms	3			X	X		
2020	Hurricane Laura	8			X	X	X	X
2020	Hurricanes Sally, Hanna; Tropical Storm (TS) Cristobal	14	X		X	X	X	X
2020	Demo Project	1		X				
2019	TS Imelda	1			X	X		
2019	Misc. & Special Project	2						X
2018	Hurricanes Michael & Florence	13		X	X	X	X	X
2018	Red Tide / Fish Kill	7						X
2017	Hurricane Irma	6			X	X		X



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.

In many cases, CrowderGulf is able to work with local resources to find secondary uses for wood chips, as opposed to sending them to a landfill. Local paper mills utilized wood chips for bio-mass fuel after Hurricane Michael hit the Florida panhandle in 2018. Most recently after Hurricane Ian devastated south west Florida, chips were taken to various composting facilities where they were used to make compost that benefited local nurseries and the agricultural industry. CrowderGulf has over 50 years of experience regarding innovative recycling opportunities. After the historically active storm seasons of 2003 and 2004, CrowderGulf shipped wood chips to Italy to be used as bio-mass fuel.

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 contaminants, 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. Any unburned or chipped materials will be hauled to an appropriate facility. Separated metals, plastics, white goods or other materials and types will be disposed of 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.

2022 Hurricane Ian Cleanup
Wakahatchie Site located in Lee County, FL
Before Picture



**2022 Hurricane Ian Cleanup
Wakahatchie Site located in Lee County, FL
After Site Restoration**



➤ **Documentation and Reimbursement**

CrowderGulf has always been successful 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 Public Assistance Program and Policy Guide will be 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

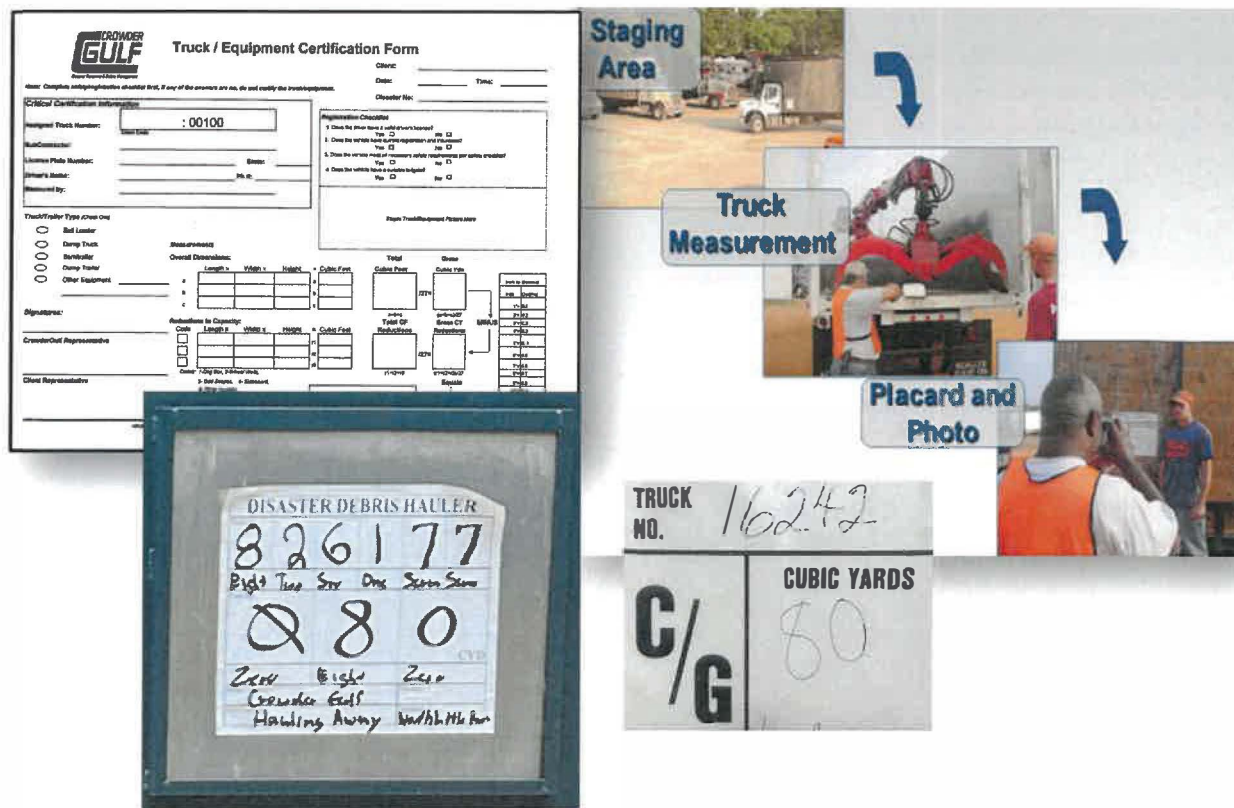
All debris hauling trucks are certified in accordance with FEMA guidelines. Part of the certification procedure includes truck safety checks. Any trucks not meeting the safety requirements will not be certified until infractions are remedied.



CowderGulf
RFP E-17-23 Emergency Debris Management and Disaster
Recovery Technical Assistance
City of Pompano Beach, FL

Documentation procedures include:

- The City's representative / monitoring company measures 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
- The City's representative/monitoring company may attach a unique bar code to the truck placard of each truck as part of their ADMS program.
- Photo documentation is provided for each hauling truck and driver.
- An electronic Capacity Certification Log is maintained in the field as a quality control tool



Phase 2 - Debris Load Ticket Completion

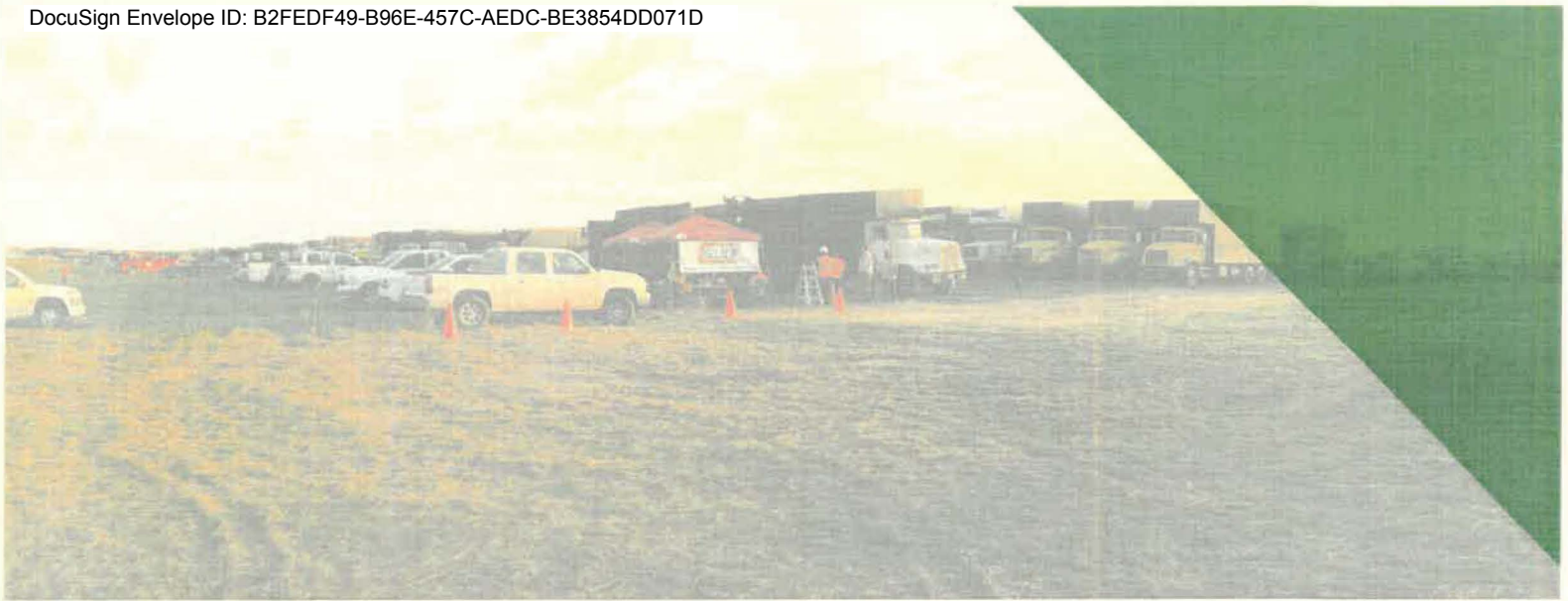
The load ticket is the primary debris-tracking document that records the transport of debris from the original collection point to the TDMS or final disposal site. This information is now provided electronically by the client's monitoring company. Debris monitors in the field initiate the electronic ticket process by entering the truck number, the debris type, and the debris pick-up address/location. When the driver arrives at the TDMS or the Final Disposal Site, the tower monitor will complete the electronic ticket information by determining and entering the debris load amount. While the debris hauler may receive a paper copy of the load information, CrowderGulf is provided the data electronically including a digital copy of each ticket. CrowderGulf downloads and saves the information in real-time or the same day as debris loads are hauled.

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

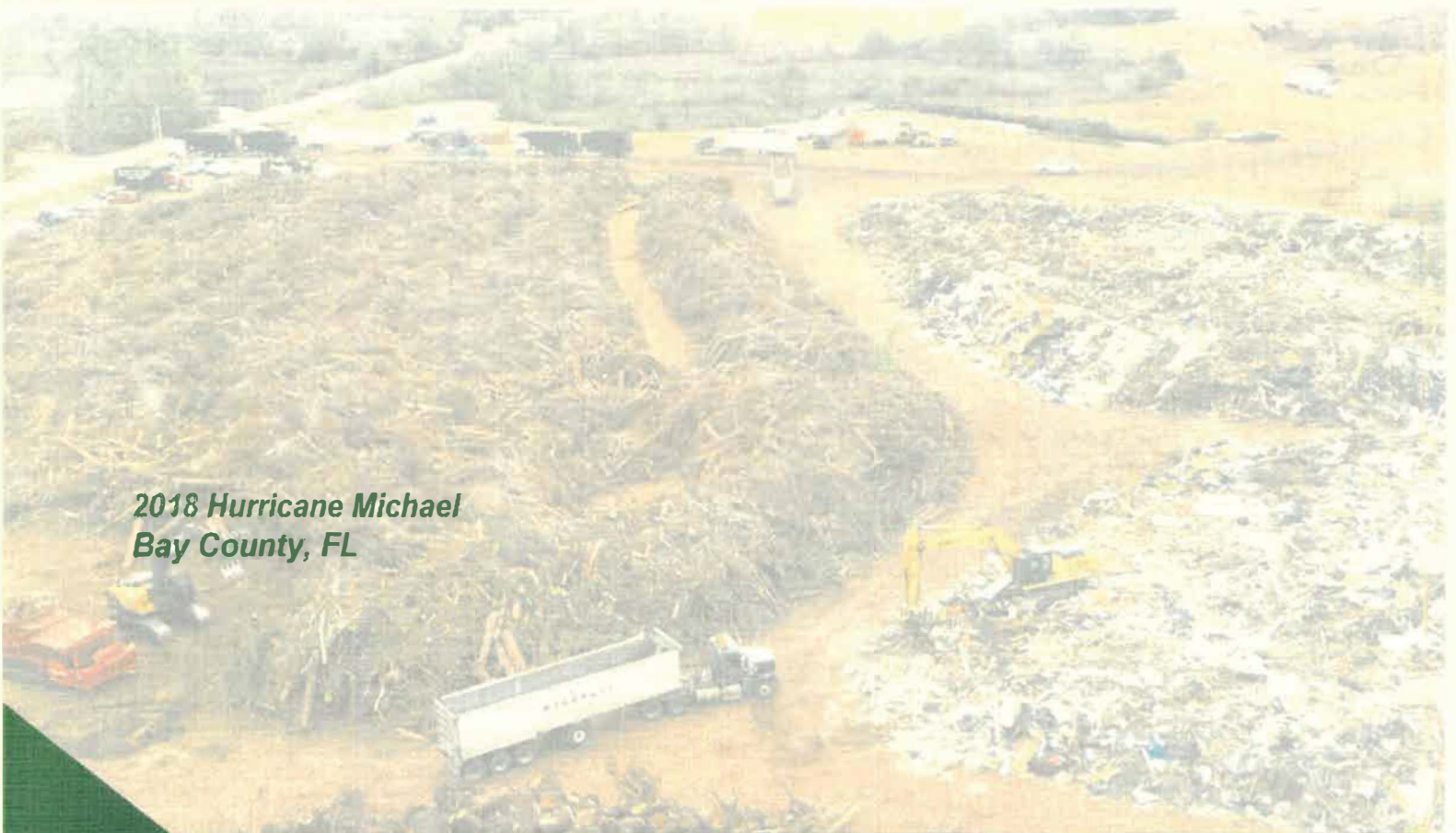
ATTACHMENT E

Pricing Schedule



C. Fees & Costs

**2018 Hurricane Michael
Bay County, FL**



City of Pompano Beach, FL
**RFP #E-17-23 Emergency Debris Management
and Disaster Recovery Technical Assistance**

ATTACHMENT E

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	\$8.95
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	\$11.00
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	\$8.95
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	\$12.00
9.	Debris site management – preparation, management and segregating debris at DMS	per cubic yard	\$1.65
10.	Processing (grinding) of vegetative debris at DMS Will honor for C&D	per cubic yard	\$2.95

Compaction

ATTACHMENT E

11.	Processing (burning) of vegetative debris at DMS	per cubic yard	\$2.00
12.	Pick up and haul of white goods Freon Extraction = \$40.00 per Unit	per each	\$48.00
13.	Pick up and disposal of hazardous material Disposal Fees Pass Through	per pound	\$8.00
14.	Dead animal collection, transportation, and disposal	per pound	\$1.00
15.	Hazardous tree removal, 6 inch diameter to 11.99 inch diameter	per tree	\$70.00
16.	Hazardous tree removal, 12 inch diameter to 23.99 inch diameter	per tree	\$160.00
17.	Hazardous tree removal, 24 inch diameter to 47.99 inch diameter	per tree	\$295.00
18.	Hazardous tree removal, 48 inch diameter and greater	per tree	\$370.00
19.	Hazardous stump removal and hauling to disposal site, >24 inch diameter to 35.99 inch diameter	per stump	\$295.00
20.	Hazardous stump removal and hauling to disposal site, 36 inch diameter to 47.99 inch diameter	per stump	\$395.00
21.	Hazardous stump removal and hauling to disposal site, 48 inch diameter and greater	per stump	\$495.00
22.	Hazardous limbs >2 inch in diameter at point of break	per tree	\$90.00
23.	Demolition of structures Non-RACM	per cubic yard	\$18.90
24.	Disaster event generated household hazardous wastes abatement; biohazardous wastes abatement	per pound	\$6.00
25.	Tipping fees to be reimbursed to contractor by City at actual cost	cost reimbursement	At Cost - No Markup

- For Line Items 15-18 and 22 (Tree Operations) - our rate is for cut & drop only. All remaining debris will be hauled under ROW rates.

B. Equipment

- E-Waste Collect & Haul = \$40.00 Per Unit
- Hauling Debris from DMS to final disposal location outside of Broward County - please add \$0.38 per CY per mile, past County Line.
- Disposal / Tipping fees for all line items will be a pass through cost at no markup.

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

ATTACHMENT E

3.	Extendaboomb, or equal, forklift with debris grapple	per hour	\$135.00
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

ATTACHMENT E

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

ATTACHMENT E

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
2.	15 KW generator	per day (24 Hrs)	\$95.00 Daily / \$650.00 Weekly
3.	25 KW generator	per day (24 Hrs)	\$135.00 Daily / \$930.00 Weekly
4.	50 KW generator	per day (24 Hrs)	\$225.00 Daily / \$1,500.00 Weekly
5.	75 KW generator	per day (24 Hrs)	\$265.00 Daily / \$1,800.00 Weekly
6.	100 KW generator	per day (24 Hrs)	\$325.00 Daily / \$2,200.00 Weekly
7.	175 KW generator	per day (24 Hrs)	\$445.00 Daily / \$3,000.00 Weekly
8.	250 KW generator	per day (24 Hrs)	\$555.00 Daily / \$3800 Weekly
9.	300 KW generator	per day (24 Hrs)	\$660.00 Daily / \$4500 Weekly
10.	350 KW generator	per day (24 Hrs)	\$795.00 Daily / \$5500 Weekly
11.	500 KW generator	per day (24 Hrs)	\$995.00 Daily / \$6900 Weekly

ATTACHMENT E

12.	750 KW generator	per day (24 Hrs)	\$1195 Daily / \$8300 Weekly
13.	800 KW generator	per day (24 Hrs)	\$1275 Daily / \$8900 Weekly
14.	1000 KW generator	per day (24 Hrs)	\$1585 Daily / \$11,000 Weekly
15.	1250 KW generator	per day (24 Hrs)	\$1975 Daily / \$13,800 Weekly
16.	1500 KW generator	per day (24 Hrs)	\$2375 Daily / \$16,500 Weekly
17.	1750 KW generator	per day (24 Hrs)	\$2575 Daily / \$18,000 Weekly
18.	Tails	per day (24Hrs)	Weekly/Monthly Cost 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 b passed on to the Client at cost with no markup.

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

ATTACHMENT F

Commitment Letter to Perform Services

CrowderGulf

Disaster Recovery and Debris Management

5629 Commerce Blvd. East
Mobile, Alabama 36619

Office: (800) 992-6207
Fax: (251) 459-7433

September 12, 2023

City of Pompano Beach

Electronic via: <https://pompanobeachfl.ionwave.net>

Re: E-17-23 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 bid referenced above. We want to express our desire to enter into an 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 fifty-two (52) 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 disaster experience includes the completion of **over five hundred (500) disaster recovery projects** and success in removing, reducing and disposing of **over four hundred (400) million cubic yards of debris** and is testament to our ability to meet the scope of work established by the City.

Highlights of Past Projects in Florida

- 2023 APWA Award of Excellence
- 2022 Hurricane Ian (FL) – 35 Activations - \$371,832,993 Invoice Amount – 14,656,814 Cubic Yards
- 2018 Hurricane Michael (FL, GA) – 16 Activations - \$252,281,133 Invoice Amount – 12,256,345 Total Event Cubic Yards
- 2017 Hurricane Irma – American Public Works Association – **2018 Contractor of the Year** (City of Punta Gorda, FL)
- 2017 Hurricanes Irma and Harvey – Completed 91 Activations across 3 States (FL, TX, GA)

Recent Project Highlights Across the Gulf Coast

- 2020 Hurricanes Sally & Laura – 20 Contracts Activated (AL, FL, LA, TX) - \$451,900,191 – 21,443,612 Total Event Cubic Yards (**includes special waterway and drainage lateral projects**)
- 2018 Hurricane Florence – 18 Activations (NC, SC) - \$29,884,238 Invoice Amount – 1,862,022 Total Event Cubic Yards

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 Public Assistance Program and Policy Guidelines and meeting 2 CFR requirements.** 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 regardless of size or type, with utmost promptness. **Don Madio, Florida Regional Manager**, is a seasoned member of the CrowderGulf team. He is a long time Florida resident and has first-hand experience working disaster declarations within the State of Florida. He recently managed multiple contracts after Hurricanes Michael and Irma devastated the State. In addition, **Joe Hayes, Project Manager and Local Florida Representative** has been assigned to meet the needs and requests of the City throughout the year. Both he and Don 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 and Joe Hayes can be reached at jhayes@crowdergulf.com. Or, you may contact the CrowderGulf Disaster Assistance office at 1-800-992-6207.

Page 2

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 District 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	\$ 1,000,000,000
SINGLE BONDING CAPACITY	\$ 250,000,000
OTHER AVAILABLE FUNDING	\$ 150,000,000

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.

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 continue to exceed the expectations of the City. 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, Ashley Ramsay-Naile, have the authority to bind CrowderGulf in all transactions relative to the award of **E-17-23 Emergency Debris Management and Disaster Recovery Technical Assistance**. In addition, Reid Loper, Vice President, also has the authority to bind the company.

Best Regards,

Ashley Ramsay-Naile
President

jramsay@crowdergulf.com / knoll@crowdergulf.com

ATTACHMENT G

Letter of Commitment for Performance and Payment Bond



3111 West Dr Martin Luther King Jr Boulevard, Suite 350
Tampa, FL 33607

813.498.1183 office
813.464.7807 fax

www.sspins.com

April 25, 2023

RE: CrowderGulf Joint Venture, Inc.
Status of Bondability

To Whom It May Concern:

Sterling Seacrest Pritchard 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 your project needs.

Travelers Casualty and Surety Company of America has an 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 \$1,000,000,000. 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 Pritchard

A handwritten signature in blue ink, appearing to read 'James C. Congelio', written over the printed name.

James C. Congelio





January 4, 2023

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 \$150,000,000.00.

If you have any questions, please contact me at 251-438-8059.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scottie Green", with a stylized flourish extending from the end.

Scottie Green
Vice President
Commercial Banking
scottie.green@regions.com



A handwritten signature in blue ink, appearing to read "Sheila E. Bryant", followed by the date "1-4-2023".

11 N Water Street, Mobile, Alabama 36602

ATTACHMENT H

Certificate of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2023

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

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

PRODUCER Pathway Insurance Group 753 Nichols Avenue Fairhope AL 36532		CONTACT NAME: Nina Glover PHONE (A/C, No, Ext): (251) 279-6373 FAX (A/C, No): E-MAIL ADDRESS: nina@pathwayinsgroup.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Gray Insurance Company - Best Rating A-VIII	
		INSURER B: Westchester Surplus Lines Insurance	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2341910089 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			XSGL-100090	07/01/2022	07/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			XSAL-100100	07/01/2022	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			GXS-100169	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	GWC-100174	07/01/2022	07/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Contractors Pollution Liab. Coverage Includes Transportation Poli Cov. End			G71538825002	07/01/2023	07/01/2025	Each Pollution Condition 5,000,000 General Aggregate Limit 5,000,000

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

The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all when required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Pompano Beach, FL Attn: Ascleate Hammond Deputy City Clerk
100 West Atlantic Blvd.

Pompano Beach

FL 33060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ATTACHMENT I

FHWA Form 1273

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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-17-23



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS**

**E-17-23
EMERGENCY DEBRIS MANAGEMENT AND
DISASTER RECOVERY TECHNICAL
ASSISTANCE**

OPENING: SEPTEMBER 14, 2023, 2:00:00 P.M.

Virtual Zoom Meeting

For access go to:

<https://pompanobeachfl.gov/pages/meetings>

Issued: August 10, 2023

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

E-17-23

EMERGENCY DEBRIS MANAGEMENT AND DISASTER RECOVERY TECHNICAL ASSISTANCE

The City of Pompano Beach (the “City”) is seeking proposals from qualified companies/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 **2:00:00 p.m. (local), September 14, 2023**. Proposals must be submitted electronically through the eBid System on or before the due date and time. Any proposal received after the due date and time specified herein, 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 Request for Proposals (RFP) documents and respond to this RFP. The RFP documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. 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. To attend the virtual public meeting, go to <https://www.pompanobeachfl.gov/meetings> to find the zoom link.

Introduction

The City is requesting proposals and qualified companies/firms to enter into pre-disaster contracts for services rendered post-disaster. The primary and secondary contracts shall be 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. It is the City’s intent to establish primary and secondary contracts for the services described herein.

A. Scope of Services**1. Scope**

The qualified company(ies)/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 right-of-ways. Removal of debris beyond public right-of-ways 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 ensure 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 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 Emergency Management Agency (FEMA), Federal Highway Administration (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 Hazardous Stump Extraction and Removal Eligibility [(Attachment B) and any updates thereto] 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, managed, 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 Agreement/Contract

It is the intent of the City to issue one, or multiple, contracts for the work described herein. The initial contract period shall be five (5) years, commencing upon award by the appropriate City officials. The City reserves the right to renew this agreement/contract for an additional five (5) year period subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the agreement/contract, and any renewal period.

In the event delivery/service is scheduled to end because of the expiration of this agreement/contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing agreement/contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

D. Required Proposal Submittal

Sealed proposals must be submitted electronically through the eBid System on or before the due date and time indicated previously. The Proposer shall upload its response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 250 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.

Title Page:

Show the project name and number, the name of the Proposer's company/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 explain 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 decisions for the Proposer, title(s), office and E-mail addresses and telephone numbers. Please limit this section to two (2) pages.

Description of Company/Firm:

The company's/firm's description is to include the following:

1. Legal name, years in business, financial capacity, officers, staff size, and staff breakdown by classification.
2. List of all disaster-specific experience within the last five (5) years, including response time, client, contact person, cost per project.
3. List of equipment available for recovery projects.
4. Copy of current insurance coverage maintained for this type of work.
5. List of legal actions brought against the company/firm within the last five (5) years.
6. At least three (3) letters of reference.

The company/firm must be eligible to obtain a license to do business of this nature in Broward County, Florida, provide documentation.

Response Plan:

Details of proposed response plan and experience in debris management as applies to the scope of services and the list of scenarios, previously described. 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.

Fees & Costs:

Include a concise narrative 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 company/firm, listed on Attachment A. Also, provide unit costs for any additional services/items offered by your company/firm, but not listed on Attachment A.

References:

Submit a client reference list, including the name of contact, company/firm and/or governmental entity, address, telephone number and type of service provided to each reference. Must include a minimum of three municipal contracts currently being serviced.

Litigation:

Disclose any litigation within the past five (5) years arising out of your company's/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.

E. 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 company/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

F. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for the agreement/contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the carrier indicating upgrade ability will expedite the review process to determine the most qualified Proposer.

The Contractor(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City's Risk Manager.

If you are responding to this RFP and have questions regarding the insurance requirements hereunder, please contact the City's General Services Department at (954) 786-4098. If the agreement/contract has already been awarded, please direct any inquiries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/agreement/contract.

Contractor is responsible for delivering 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 the agreement/contract, City, by and through its Risk Manager, reserves the right to review, modify, reject or accept any insurance policies required by the agreement/contract, including limits, coverages or endorsements. The 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 the 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 the agreement/contract.

Throughout the term of the agreement/contract, Contractor and all subcontractors or other agents hereunder, shall, at its sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

- 1. Worker’s Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company/firm (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. No exemption will be considered. 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.

- 2. Liability Insurance
 - a. 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/contract.
 - b. 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	
— 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	

☐ liquor legal liability

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and
\$1,000,000 Per Aggregate

- XX comprehensive form
☐ owned
☐ hired
☐ non-owned

REAL & PERSONAL PROPERTY

☐ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY Per Occurrence Aggregate

☐ other than umbrella bodily injury and property damage combined \$1,000,000 \$1,000,000

PROFESSIONAL LIABILITY Per Occurrence Aggregate

☐ * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the agreement/contract shall survive the termination or expiration of the agreement/contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

ENVIRONMENTAL / POLLUTION LIABILITY Per Occurrence Aggregate

* Policy to be written on a claims made basis

XX environmental/pollution liability
\$1,000,000 /\$1,000,000

CYBER LIABILITY Per Occurrence Aggregate

* Policy to be written on a claims occurrence 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.

3. Employer's Liability. Contractor and all subcontractors shall, for the benefit of its 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.
4. Policies: Whenever, under the provisions of the agreement/contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:
 - a. Certificates of Insurance evidencing the required coverage;
 - b. Names and addresses of companies providing coverage;
 - c. Effective and expiration dates of policies; and
 - d. A provision in all policies affording City thirty (30) days written notice by a Carrier of any cancellation or material change in any policy.
5. 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/firm shall provide thirty (30) days written notice to the City.
6. 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/contract 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 agreement/contract on a pre-loss basis.
7. The Contractor shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of agreement/contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

G. Selection/Evaluation Process

A Selection/Evaluation Committee (the “Committee”) will be appointed to select the most qualified company(ies)/firm(s). The Committee will present its findings to the City Commission.

Proposals will be evaluated using the following criteria:

	<u>Criteria</u>	<u>Point Range</u>
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 company’s/firm’s 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

Financial statements or other financial information that are required as submittals to prequalify for an RFP will be exempt from public disclosure; however, financial statements or other financial information submitted to prequalify for an RFP, and were not required by the City, may be subject to public disclosure.

Value of Work Previously Awarded to Company/Firm (Tie-breaker) - In the event of a tie, the company/firm with the lowest value of work as a Prime Contractor on City projects

within the last five years will receive the higher ranking, the company/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 company/firm should submit documentation that evidences the company's/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 the company's/firm's 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 its approval) a listing, in ranked order, of no fewer than three companies/firms deemed to be the most highly qualified to perform the service. If three or less companies/firms respond to this 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 RFP; or, review the responses itself 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.

H. 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.

I. 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 Proposers, originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/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 City'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 its payees pursuant to the execution of the agreement/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 the agreement/contract.

For the purpose of such audits, inspections, examinations and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by City to Contractor pursuant to the agreement/contract.

City'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. City'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 "Right to Audit" article by insertion of the requirements hereof in any written agreement/contract. Failure to obtain such written agreements/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 the agreement/contract.

J. Retention of Records and Right to Access

The City is a public agency subject to, Florida Statutes Chapter 119. 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 that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
4. 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/contract term and following completion of the agreement/contract if the Contractor does not transfer the records to the City; and

Upon completion of the agreement/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 agreement/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 agreement/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.

K. Communications

No negotiations, decisions, or actions shall be initiated or executed by the company/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 those communications, which are in writing and signed from an authorized designee of the company/firm, will be recognized by the City as duly authorized expressions on behalf of the company/firm.

L. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any agreement/contract with the City.

M. Independent Contractor

The Contractor will conduct business as an independent contractor under the terms of the agreement/contract. Personnel services provided by the company/firm shall be by employees of the company/firm and subject to supervision by the company/firm (whose eligibility must be confirmed through the US Department of Homeland Security and Social Security E-Verify system), 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 the agreement/contract shall be those of the company/firm.

N. Staff Assignment

The City 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.

O. Agreement/Contract Terms

The agreement/contract resulting from this RFP shall include, but not be limited to the following terms:

The agreement/contract shall include as a minimum, the entirety of this RFP, together with the Contactor's Proposal. Agreement/Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City 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 agreement/contract, whether directly or indirectly, Contractor agrees to reimburse the City for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

P. Waiver

It is agreed that no waiver or modification of the agreement/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 the agreement/contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as previously provided. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

Q. Survivorship Rights

The agreement/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.

R. Termination

The agreement/contract resulting from this RFP may be terminated by the City 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 agreement/contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the agreement/contract immediately upon delivery of written notice to the defaulting party 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.

S. Manner of Performance

Proposer agrees to perform its duties and obligations under the agreement/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 agreement/contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within its designated duties. Proposer agrees to furnish the City 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 the agreement/contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of agreement/contract.

T. 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 RFP.

U. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to the City on or before the time and date written 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.

The Proposal shall not contain any alteration to the RFP 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 RFP documents was obtained from the eBid System or from the Purchasing Division of the General Services Department only and no alteration of any kind has been made to the RFP. Exceptions or deviations 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 agreement/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.

V. Standard Provisions

1. Governing Law

Any agreement/contract 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/contract will be in Broward County, Florida.

2. Licenses

In order to perform public work, the Contractor 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 company/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, Section 112.313, Florida Statutes.

4. Drug Free Workplace

The Contractor will be required to verify it will operate a “Drug Free Workplace” as set forth in Section 287.087, Florida Statutes.

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 agreement/contract to provide any goods or services to a public entity, may not submit a proposal on a agreement/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 agreement/contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and its 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 Contractor 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 Contractor 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 company/firm will in no way relieve the company/firm from responsibility.

9. Withdrawal of Proposals

A Proposer may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the City of Pompano Beach, General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition of Project Team

Proposers are required to commit that the principals and personnel named in the proposal will perform the services throughout the agreement/contract term unless otherwise provided for by way of a negotiated agreement/contract/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 Section 218,

Florida Statutes, payment will be made within forty-five (45) days after receipt of a proper invoice.

12. Public Records

- a. The City is a public agency subject to, Section 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, Section 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 agreement/contract term and following completion of the agreement/contract if the Contractor does not transfer the records to the City; and
 - iv. Upon completion of the agreement/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 agreement/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 agreement/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, Section 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE AWARDED PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDED PROPOSER'S

**DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE
AGREEMENT/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**](mailto:RecordsCustodian@copbfl.com)

W. Questions and Communication

All questions regarding this 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 RFP opening. Oral and other interpretations or clarifications will be without legal effect. Addendum/Addenda will be posted to this RFP in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to this RFP.

X. 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 addendum is issued to this RFP, the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting its response, to contact the Purchasing Division of the General Services Department at (954) 786-4098 to determine if addendum was issued and to make such addendum a part of its proposal. Any Addendum will be posted to this RFP in the eBid System.

PROPOSER INFORMATION FORM

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

To: The City of Pompano Beach, Florida

The below named company/firm 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 agreement/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 _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

Proposer's Name: _____

Vendor FEIN: _____

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 the Proposer, I hereby certify by selecting the box below that the company responding to this RFP is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this RFP 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



STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES ON DRUG-FREE WORKPLACE

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that his company/firm complies with the above requirements.

I Certify: _____

CONFLICT OF INTEREST

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

For purposes of determining any possible conflict of interest, all Proposers must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.

No ____ Yes ____

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

This Contract is made and entered into on this ____ day of _____, 2024 by and between The City of Pompano Beach, a political subdivision of the State of Florida, hereinafter called the "CITY", and _____, 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-17-23, 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 sixty (60) months, commencing on the date of award and terminating sixty (60) months from that date. The contract may be extended for up to six (6) 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 Non-procurement 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 all 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: Environmental Services Director
P.O. Drawer 1300
Pompano Beach, FL 33060
- 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:

$$\text{Contractor Fee} \times (1 + 75\% \text{ of CPI}) = \text{Subsequent Year Fee}$$

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 employ 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, \$2,000,000.00 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-17-23

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

Mr. Gregory P. Harrison

City Manager

City of Pompano Beach

P.O. Drawer 1300

Pompano Beach, FL 33060

954-786-4609 Office

954-786-4504 Fax

Copies:

(a) as to the CONTRACTOR,

(b) as to the CITY, Kervin Alfred, Office of the City Clerk, P.O. Drawer 1300, Pompano Beach, Florida 33060

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-LL, "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 clauses 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.

Compliance with Davis Bacon Act

- 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. 37CFR 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, _____, 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 _____

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:

KERVIN ALFRED
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 _____, 2024 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 _____, 2024 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 _____, 2024 by **KERVIN ALFRED** 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”:

CONTRACTOR

Witnesses:

Signature

Printed Name

Signature

Printed Name

By:_____

Address:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____ as _____ of _____, a Florida profit corporation, on behalf of the corporation. He/She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF _____

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



Agenda Item No: 13.d.

Town Commission Agenda Item Report

Meeting Date: May 28, 2024

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Action Item

Agenda Section: NEW BUSINESS

Subject Title: 4326 North Ocean Drive - Tax Sale

Explanation:



The Town has received notice of a tax deed sale on a business property, which presents the Town with an opportunity to acquire the property at less than market value. The photo above shows the property, located at 4326 North Ocean Drive. It is a four-unit multifamily property that was purchased by 4326 Ocean Dr, LLC in 2003. It is not homesteaded and has been vacant since 2016. There has not been an active business tax receipt on the property since 2004. The manager of the company that owns the property lives overseas and, consequently, neglects the property. As a result of the neglect, the Town has cited this property on numerous occasions for bees, overgrowth, and building condition. While there are currently no active code violations on the property, there are \$1,080,000 municipal code fines that have accrued on the property.

On May 10, 2024, the Town received notice that the property had been scheduled for a public tax deed auction because of unpaid taxes. The date of the auction is June 12, 2024. The taxes owed at this time are \$48,721.79 if paid by June 11th. That amount will also be the minimum bid at auction if the taxes are not paid.

The Town has two options:

1. Do nothing. Under Section 197.582, Florida Statutes, the Town's liens will survive the issuance of a tax deed if they are not satisfied from the proceeds of the auction. If there is a surplus following payment of the tax owed, the Town will receive notice and can make a claim for the surplus. The Town's claim will be evaluated based on lien priority. Because there are multiple liens, the liens will be paid in priority order until the surplus is exhausted. It is unlikely that all the Town's liens will be satisfied by a tax deed auction. Staff has requested a title search to be completed on this property to determine the other liens on the property and the priority of those liens. As of the time of publishing, we have not yet received the search but will forward it to the Commission as soon as it is received.

2. Participate in the tax deed sale. Because the Town's liens will survive a tax deed auction, any purchaser will have to address them. That means that purchasers who do their due diligence will find the liens, be aware of the amount owed, and take that into consideration when evaluating whether to bid on the property. If the Town's liens are not mitigated, then the amount of the liens could strip any potential equity in the property following issuance of a tax deed. This likely means that there will be significant downward pressure on the auction price and the property could sell well below market value. No appraisal has been done but the Broward County Property Appraiser lists a just value of \$1,015,180. Typically, this value is roughly 30% below the private sale market value. The Town can bid on the property the same as any member of the public. Unfortunately, the Town cannot get credit for its liens, because the liens only become a credit at a judicial sale following a foreclosure action. Nevertheless, if the Town did acquire the property, it could then sell the property to a responsible owner, likely for an amount substantially over the auction price. The sale could include restrictions, such as the timing of redevelopment. If the Commission would like staff to move forward with bidding on the property, staff will need authorization for a maximum bid. The bidding process requires a 5% deposit of the total anticipated bid to be placed with the County by June 6. The amount of the deposit limits how much the Town can bid.

Recommendation: Provide Staff direction regarding 4236 Tax sale.

Exhibits:

1. Notice of Tax Deed Auction

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA
RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION

DATE: May 1st, 2024

PROPERTY ID # 494318-01-1310 (TD # 51890)

WARNING

PROPERTY IN WHICH YOU ARE INTERESTED IS LISTED IN THE ENCLOSED NOTICE

*PUBLIC LAND
%TOWN OF LAUDERDALE-BY-THE-SEA
4501 N. OCEAN DR
LAUDERDALE-BY-THE-SEA, FL 33308

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 4326 N OCEAN DRIVE #1-4, LAUDERDALE BY THE SEA, FL 33308 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

FLA. STATUTES MAY REQUIRE US TO NOTIFY OTHER PROPERTY OWNERS WHO LIVE AROUND THE PROPERTY SCHEDULED FOR SALE. IF YOU DO NOT OWN OR HAVE LEGAL INTEREST IN THIS PROPERTY, PLEASE DISREGARD THIS NOTICE.

PAYMENT MUST BE MADE IN CASH, MONEY ORDER OR CASHIER'S CHECK; PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTED.

AMOUNTS SHOWN BELOW ARE ESTIMATED AMOUNTS DUE WHICH MAY BE SUBJECT TO ADDITIONAL FEES. PLEASE CALL (954) 357-5374 FOR THE CORRECT AMOUNT DUE PRIOR TO SUBMITTING ANY PAYMENT TO REDEEM UNPAID TAXES AND REMOVE THE PROPERTY FROM AUCTION.

MAKE CASHIER'S CHECK OR MONEY ORDER PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

* Estimated Amount due if paid by May 31, 2024\$48,099.33
Or
* Estimated Amount due if paid by June 11, 2024\$48,721.79

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON June 12, 2024 UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE RECORDS, TAXES & TREASURY DIVISION, TAX DEED SECTION, 115 S. ANDREWS AVENUE ROOM #A-100, FORT LAUDERDALE, FLORIDA 33301-1895. PHONE: (954) 357-5374

FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT
www.broward.org/recordstaxestreasury

MAY 10 '24 14:59



Town Commission Agenda Item Report

Meeting Date: May 28, 2024

Submitted By: Ken Rubach, Deputy Town Manager/Public Works Director

Submitting Department: Administration

Item Type: Action Item

Agenda Section: NEW BUSINESS

Subject Title: South Silver Shores Traffic Study

Explanation: Staff initially met with residents of the South Silver Shores neighborhood on June 30th, 2023 to discuss a series of concerns regarding their neighborhood. Several concerns were voiced regarding the speed as well as the amount of traffic in their neighborhood. They inquired what could be done about this. Staff stated that a traffic study could be conducted to determine what the next steps would need to be taken to address any issues. The Commission approved the expenditure to hire an engineering consultant to conduct the study and make traffic calming recommendations based on the result.

On September 27th, 2023, staff held its second meeting with the residents of South Silver Shores. Staff introduced Baxter & Woodman, the engineering firm hired by the Commission to move forward with a study of the neighborhood. At the meeting, Rebecca Travis of Baxter & Woodman reviewed the locations where the traffic counters would be placed in order to gather data. After input from the neighborhood, one of the counters that was originally located on South Tradewinds was to be relocated to Basin Drive. The residents requested the study be delayed until we were experiencing higher traffic counts which are typically associated with the high season months to get an accurate count on the conditions. After much discussion, the residents requested that the project be delayed until mid-January. Staff and Ms. Travis agreed to move the data collection period to this later time. Once the data had been collected, it would be analyzed and the final document with the results of the study would be presented to the residents in Spring 2024.

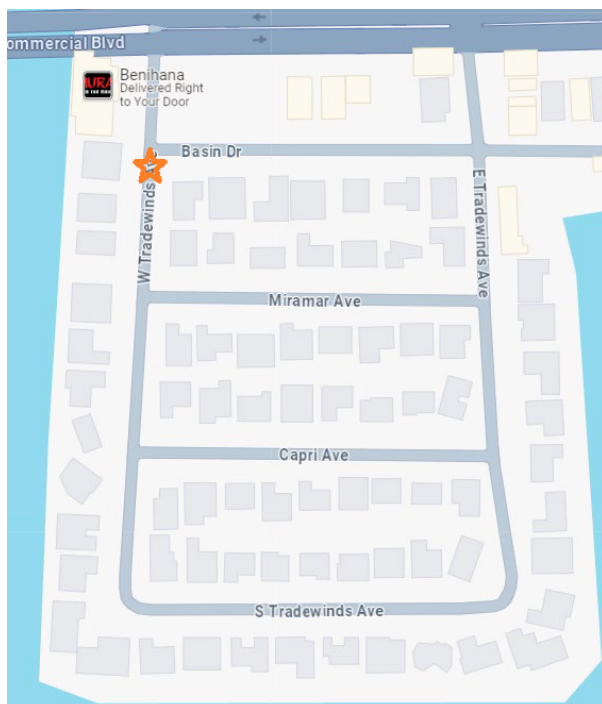
Staff met with residents of the South Silver Shores neighborhood on Wednesday, May 15th, to discuss the results of the traffic survey. The results of the study are listed below.

Street Name	Total Vehicle Count	85th Percentile Vehicle Count	85th Percentile Speed	Average Vehicle Count per Day			
				EB AVG	WB AVG	NB AVG	SB AVG
Basin Dr East of W Tradewinds Ave	3248	2761	20-25 MPH	377	87		
Basin Dr West of E Tradewinds Ave	3517	2989	20-25 MPH	401	101		
Capri Ave Mid-Block	433	368	20-25 MPH	41	21		
East Tradewinds Ave South of Basin Dr	2308	1962	20-25 MPH			191	138
East Tradewinds Ave South of Capri Ave	999	849	20-25 MPH			74	69
East Tradewinds Ave South of Miramar Ave	1761	1497	20-25 MPH			143	109
Miramar Ave Mid-Block	384	326	20-25 MPH	39	16		
South Tradewinds Ave Mid-Block	625	531	20-25 MPH	51	39		
West Tradewinds Ave S of Basin Dr	1591	1352	20-25 MPH			85	142
West Tradewinds Ave S of Miramar Ave	1159	985	20-25 MPH			66	100
Overall Total Vehicle Count	16025	Total Average Vehicle Count per Day		908	264	559	558

- Basin Drive had the highest traffic count
- On average, there are approximately 556 vehicles entering or leaving the neighborhood on a daily basis.
- Based on the Institute of Traffic Engineers formula, the anticipated number of trips in the neighborhood would be 688.
- 93% of the traffic was driving at or below 25mph and 6% were traveling between 25-30mph.
- 99% of traffic was driving below 30mph.

Based on this data, Baxter and Woodman recommended the following:

- Additional speed limit signs in the area to increase driver awareness
- Closing off south bound W. Tradewinds Ave south of Basin Drive to prevent unwanted traffic from potentially entering the neighborhood.



Residents who attended the meeting would like the Town to try a temporary closure and then see the level of impact that has on cut through traffic prior to committing to a permanent closure being considered. The temporary closure will utilize existing water barricades and signage that the Town owns, resulting in zero cost to the Town. The estimate for a permanent closure would cost \$15,000 for the island itself. Depending on the specific configuration of the island, the addition of landscaping and any signage would increase that budget amount. If the permanent closure was ultimately requested by the residents and approved by the Commission, it would be funded through the CIP via the traffic-calming line item. The residents also agreed with the idea of more signage.

Residents also brought forward a suggestion about looking into the general beautification of the area around Basin Drive and W. Tradewinds Ave. In addition, they inquired about the possibility of vacating and selling a portion of W. Tradewinds Ave between Commercial Blvd and Basin Drive to Benihana, then dead ending the road north of Basin Drive.

For this to occur, Staff would first need to work with our engineers and inquire with FDOT about the possibility of allowing the road to be turned into a dead end as this would affect the traffic circulation pattern from Commercial Blvd to W. Tradewinds Ave. If FDOT was amenable to such a closure, staff would then need to discuss the change in ownership of the street with the adjacent property owners.

Staff is seeing Commission input regarding the recommendations made by Baxter and Woodman as well as their thoughts on the proposals brought forward by the residents who attended the meeting. Once direction is provided, Staff can proceed to the next steps.

Recommendation: Provide Staff with feedback regarding both temporary and potential long term options to improve traffic conditions within the neighborhood.

Exhibits: None



Town Commission Agenda Item Report

Meeting Date: May 28, 2024

Submitted By: Ken Rubach, Deputy Town Manager/Public Works Director

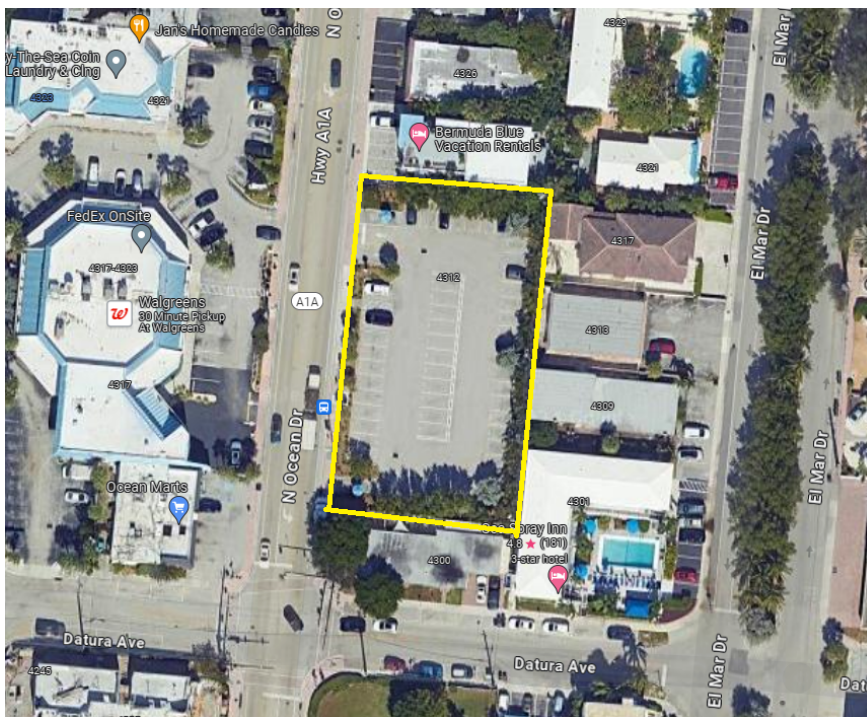
Submitting Department: Administration

Item Type: Action Item

Agenda Section: NEW BUSINESS

Subject Title: Hamilton's Valet Parking Request

Explanation: Hamilton's Valet Service has requested permission to use the Town's general employee parking lot near Commercial and Seagrape for their valet services due to the impending loss of approximately 20 spaces in their existing rented lot, which would significantly impact their operations. While this specific request is not feasible, Town staff analyzed the parking data and believe the Town may be able to accommodate such a request on weekdays, excluding Friday through Sunday, at the South Ocean Lot (4312 S. Ocean Drive), consisting of 49 standard parking spaces and 2 ADA parking spaces.



Given the current vacancy rates in the South Ocean Lot from Monday through Thursday, up to

20 parking spaces could potentially be allocated for the valet services. If directed, staff would work with Hamilton's on a leasing agreement and present it to the Commission for their review and consideration.

Recommendation: Staff is seeking Commission direction on whether to explore the possibility of leasing spaces to Hamilton's Valet Services for specific days and times as specified by the Town.

Exhibits: None



Agenda Item No: 14.a.

Town Commission Agenda Item Report

Meeting Date: May 28, 2024

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Presentation

Agenda Section: COMMISSIONER COMMENTS

Subject Title: Commissioner DeNapoli - MPO Update

Explanation: Commissioner DeNapoli has asked to include the attachment from the MPO for an update that he will provide to the Commission.

Recommendation: N/A

Exhibits:

1. TIP Lauderdale-by-the-Sea

TRANSPORTATION IMPROVEMENT PROGRAM

FY 2024-2028



Municipal Reports

Lauderdale By The Sea

APPROVED 7/13/2023

For complaints, questions or concerns about civil rights or nondiscrimination; or for special requests under the Americans with Disabilities Act, please contact: Carl Ema Title VI Coordinator at (954) 876-0052 or emac@browardmpo.org

Transportation Improvement Program Overview

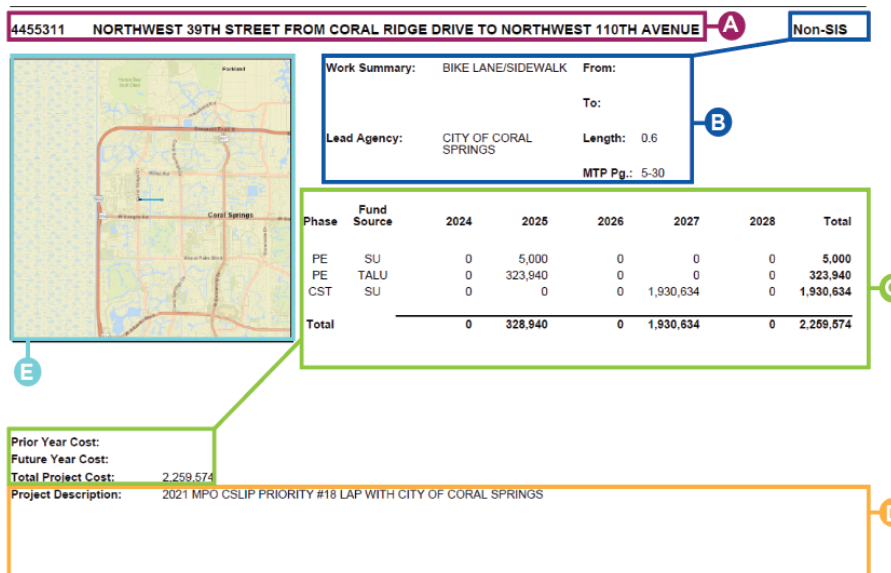
The Broward Metropolitan Planning Organization (MPO)'s Transportation Improvement Program (TIP) is a five-year program that prioritizes and documents the funding of transportation improvement projects the region expects to build over the next five years. The projects include reconstruction, maintenance, and operation of major highways, arterials, and intersections; maintenance and expansion of the public transit, aviation, and port systems; construction for bicycle paths, and improvements for pedestrians within the Broward region.

The Broward MPO updates the TIP annually and the MPO Board approves the TIP in July every year. The most recently approved TIP by the Board is the FY 2024-2028 TIP. The full TIP document is available at the link <https://browardmpo.org/core-products/transportation-improvement-program-tip>.

To help municipal partners review and monitor projects in the TIP falling in their jurisdiction, the Broward MPO has extracted a list of projects for each municipality from the FY 2024-2028 TIP. The list presented includes projects that fall in this municipal boundary but exclude county-wide and state-wide projects. The chart to the right illustrates how project information is organized.

How to Read the Broward MPO's TIP Pages

Broward MPO Transportation Improvement Program - FY 2024 - 2028



- A** Project Identification
Project Number (FM#)
Project Name
- B** Project Characteristics
Work Summary
Lead Agency
Limits
Length
MTP Page Number
SIS Classification
- C** Financial Information
Phase
Fund Source
Year Funds are Programmed
Prior Year Cost
Future Year Cost
Total Project Cost
- D** Project Description
Additional information linked to the project
- E** Project Location Map
Location of where the project will implemented

The TIP may be revised due to changes in project status, project cost, and/or available revenues. These changes can be either a TIP amendment or an administrative modification. To download most recent Municipal TIP Report, please visit <http://browarddev.dtstiptool.com/index.pl>

Steps to download the most recent Municipal TIP Report:

- Step 1: **Visit** <http://browarddev.dtstiptool.com/index.pl>
- Step 2: **Click** the tab titled “Database Search”
- Step 3: Next to the “Municipality” search feature, **click** on the dropdown icon to scroll and **select** the municipality of your choice.
- Step 4: Once the desired municipality is selected, the table below will filter projects to display only those that are within the municipal boundary. **Click** the “Get Report” button above the table.
- Step 5: A window will appear on your screen where you are presented options on how you would like the information displayed. **Read** through the options and **select** the one of your choice.
- Step 6: **Unselect** “Cover Page”
- Step 7: **Click** the “Generate Report” button on the bottom right of the window.
- Step 8: A new button will appear on the window, titled “Download Report”. **Click** this and you will be directed to a new tab with a downloadable PDF of your customized report.
- Step 9: **Enjoy!**

For questions please contact Christopher Restrepo at restrepoc@browardmpo.org or (954) 876-0061.

Legends and Abbreviations:

Funding Legend

Fund Code	Fund Code Description	Funding Source
ACCM	ADVANCE CONSTRUCTION (CM)	Federal
ACFP	AC FREIGHT PROG (NFP)	Federal
ACID	ADV CONSTRUCTION SAFETY (HSID)	Federal
ACNP	ADVANCE CONSTRUCTION NHPP	Federal
ACNR	AC NAT HWY PERFORM RESURFACING	Federal
ACSA	ADVANCE CONSTRUCTION (SA)	Federal
ACSL	ADVANCE CONSTRUCTION (SL)	Federal
ACSS	ADVANCE CONSTRUCTION (SS,HSP)	Federal
ACSU	ADVANCE CONSTRUCTION (SU)	Federal
BNIR	INTRASTATE R/W & BRIDGE BONDS	R/W and Bridge Bonds
BRRP	STATE BRIDGE REPAIR & REHAB	State 100%
CIGP	COUNTY INCENTIVE GRANT PROGRAM	State 100%
CM	CONGESTION MITIGATION - AQ	Federal
D	UNRESTRICTED STATE PRIMARY	State 100%
DC	STATE PRIMARY PE CONSULTANTS	State 100%
DDR	DISTRICT DEDICATED REVENUE	State 100%
DI	ST. - S/W INTER/INTRASTATE HWY	State 100%
DIH	STATE IN-HOUSE PRODUCT SUPPORT	State 100%
DIOH	STATE 100% - OVERHEAD	State 100%
DIS	STRATEGIC INTERMODAL SYSTEM	State 100%
DITS	STATEWIDE ITS - STATE 100%.	State 100%
DL	LOCAL FUNDS - PTO - BUDGETED	Local
DPTO	STATE - PTO	State 100%
DS	STATE PRIMARY HIGHWAYS & PTO	State 100%
DSB2	EVERGLADES PKY/ALLIGATOR ALLEY	Toll/Turnpike
DSBD	I-95 EXPRESS LANES	Toll/Turnpike
DSBF	I-595	Toll/Turnpike
DSPC	SERVICE PATROL CONTRACT	State 100%
EB	EQUITY BONUS	Federal
FAA	FEDERAL AVIATION ADMIN	Federal
FCO	PRIMARY/FIXED CAPITAL OUTLAY	State 100%

FINC	FINANCING CORP	State 100%
FTA	FEDERAL TRANSIT ADMINISTRATION	Federal
FTA	Flexed FHWA to FTA funds	Federal
FTAT	FHWA TRANSFER TO FTA (NON-BUD)	Federal Earmark
GFNP	NP FEDERAL RELIEF GENERAL FUND	Federal
GFSA	GF STPBG ANY AREA	Federal
GFSU	GF STPBG >200 (URBAN)	Federal
GMR	GROWTH MANAGEMENT FOR SIS	State 100%
HSP	SAFETY (HIWAY SAFETY PROGRAM)	Federal
IM	INTERSTATE MAINTENANCE	Federal
LF	LOCAL FUNDS	Local
LFP	LOCAL FUNDS FOR PARTICIPATING	Local
NFP	NATIONAL FREIGHT PROGRAM	Federal
NHPP	IM, BRDG REPL, NATNL HWY-MAP21	Federal
NHTS	NATIONAL HWY TRAFFIC SAFETY	Federal
PKBD	TURNPIKE MASTER BOND FUND	Toll/Turnpike
PKLF	LOCAL SUPPORT FOR TURNPIKE	Local
PKM1	TURNPIKE TOLL MAINTENANCE	Toll/Turnpike
PKYI	TURNPIKE IMPROVEMENT	Toll/Turnpike
PKYO	TURNPIKE TOLL COLLECTION/OPER.	Toll/Turnpike
PKYR	TURNPIKE RENEWAL & REPLACEMENT	Toll/Turnpike
PL	METRO PLAN (85% FA; 15% OTHER)	Federal
PORB	PORT FUNDS RETURNED FROM BONDS	State 100%
PORT	SEAPORTS	State 100%
RED	REDISTR. OF FA (SEC 1102F)	Federal
REPE	REPURPOSED FEDERAL EARMARKS	Federal Earmark
ROWR	ROW LEASE REVENUES	State 100%
SA	STP, ANY AREA	Federal
SED	STATE ECONOMIC DEVELOPMENT	State 100%
SIWR	2015 SB2514A-STRATEGIC INT SYS	State 100%
SPN	PROCEED FROM SPONSOR AGREEMENT	State 100%
SR2T	SAFE ROUTES - TRANSFER	Federal
STED	2012 SB1998-STRATEGIC ECON COR	State 100%
SU	STP, URBAN AREAS > 200K	Federal
TALT	TRANSPORTATION ALTS- ANY AREA	Federal

TALU	TRANSPORTATION ALTS- >200K	Federal
TDTF	TRANS DISADV -TRUST FUND	State 100%
TDTF/TDDR	TRANS DISADV -TRUST FUND/DDR USE	State 100%
TDVD	TRANSPORTATION DIS- ADVANTAGE VOLUNTARY DOLLARS	Local
TFRT	TOLL FACILITY REVOLVING TF	Local
TM02	EVERGLADES PARKWAY	Toll/Turnpike
TMBD	I-95 EXPRESS LANES	Toll/Turnpike
TMBG	I-75 ML TOLL MAINTENANCE	Toll/Turnpike
TO02	EVERGLADES PARKWAY	Toll/Turnpike
TO10	SAWGRASS EXPRESSWAY	Toll/Turnpike
TOBD	I-95 EXPRESS LANES	Toll/Turnpike
TOBF	I-595	Toll/Turnpike
TOBG	I-75 ML TOLL OPERATIONS	Toll/Turnpike
TRIP	TRANS REGIONAL INCENTIVE PROGM	State 100%
TRWR	2015 SB2514A-TRAN REG INCT PRG	State 100%
TTP	Tribal Transportation Program	Federal

Phase Code Legend

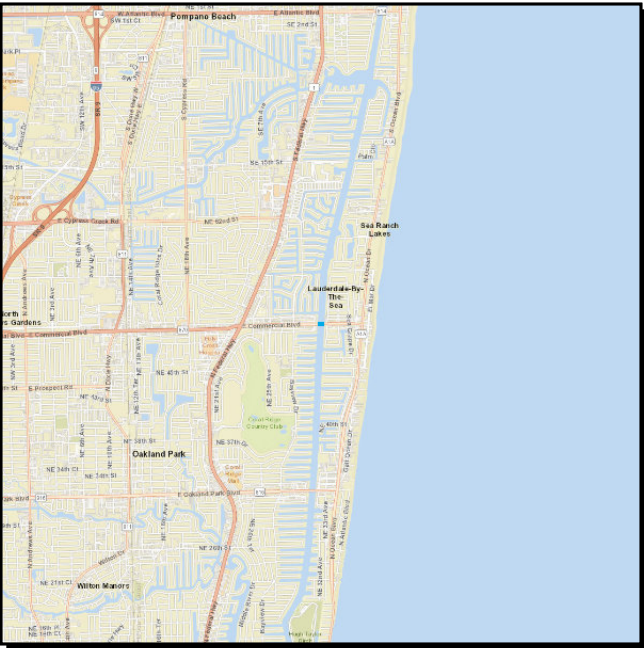
Phase Abbreviation	Phase Group
ADM	ADMINISTRATION
CAP	CAPITAL
CST	CONSTRUCTION
DSB	DESIGN BUILD
ENV	ENVIRONMENTAL
INC	CONTRACT INCENTIVES
MNT	BRDG/RDWY/CONTRACT MAINT
OPS	OPERATIONS
PDE	P D & E
PE	PRELIMINARY ENGINEERING
PLN	PLANNING
ROW	RIGHT OF WAY
RRU	RAILROAD & UTILITIES
UPWP	Unified Planning Work Program

Section 1 - HIGHWAYS

4505871

SR-870/COMMERCIAL BLVD BRIDGE # 860144

Non-SIS



Work Summary:

BRIDGE REHABILITATION

From:

Lead Agency:

FDOT

To:

Length:

0.068

MTP Pg.:

5-36

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	DIH	118,491	0	0	0	0	118,491
PE	BRRP	427,884	427,884	0	0	0	855,768
CST	DIH	0	0	0	110,888	0	110,888
CST	BRRP	0	0	0	8,538,345	0	8,538,345
Total		546,375	427,884	0	8,649,233	0	9,623,492

Prior Year Cost:

Future Year Cost:

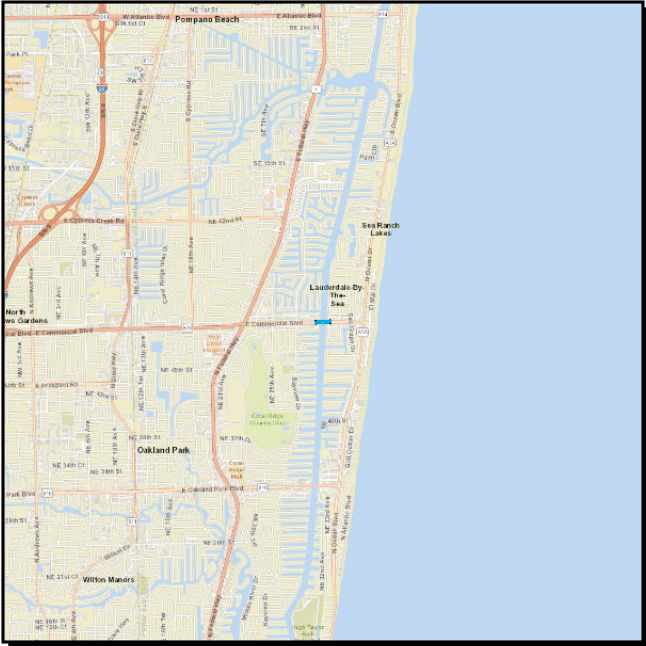
Total Project Cost:9,623,492

Project Description:MOVABLE BRIDGE REHABILITATION (ELECTRICAL, MECHANICAL AND STRUCTURAL COMPONENTS) OVER INTRACOASTAL WATERWAY

4458911

SR-870/COMMERCIAL BLVD BRIDGE OVER ICWW

Non-SIS



Work Summary:FEASIBILITY STUDY

From:

To:

Lead Agency:FDOT

Length:0.114

MTP Pg.:5-3

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	DDR	1,538,486	0	0	0	0	1,538,486
PE	SA	1,538,486	0	0	0	0	1,538,486
PE	ACSA	384,621	0	0	0	0	384,621
Total		3,461,593	0	0	0	0	3,461,593

Prior Year Cost:147,846

Future Year Cost:

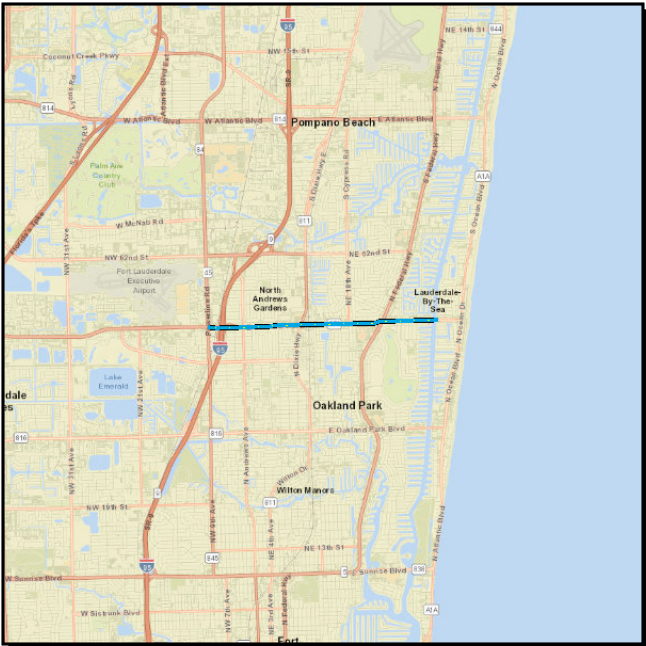
Total Project Cost:3,609,439

Project Description:FEASIBILITY STUDY BIKE/PED FEATURES

4461821

SR-870/COMMERCIAL BLVD FR SR-845/POWERLINE RD TO E OF A1A/N OCEAN DR

SIS



Work Summary: RESURFACING

From:

To:

Lead Agency: FDOT

Length: 3.663

MTP Pg.: 5-3

Phase	Fund Source	2024	2025	2026	2027	2028	Total
CST	DIH	106,907	27,503	0	0	0	134,410
CST	SA	4,526,425	0	0	0	0	4,526,425
CST	DDR	1,232,785	0	0	0	0	1,232,785
CST	ACSA	2,640,931	0	0	0	0	2,640,931
Total		8,507,048	27,503	0	0	0	8,534,551

Prior Year Cost: 1,219,286

Future Year Cost:

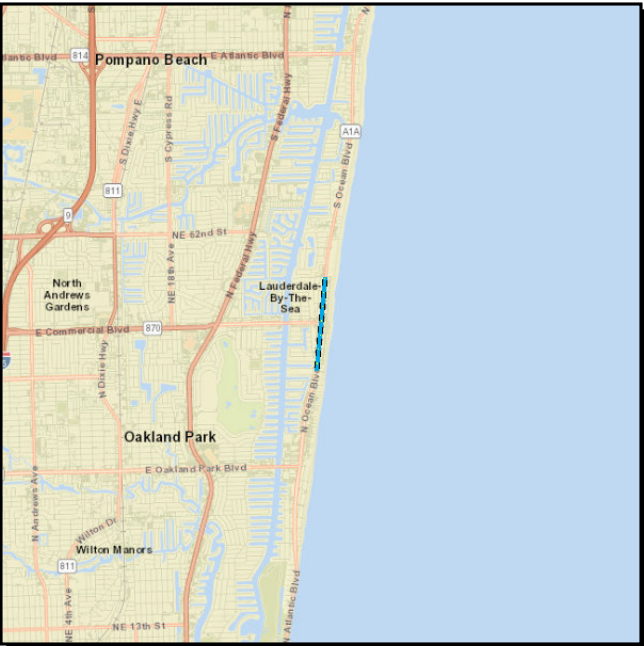
Total Project Cost: 9,753,837

Project Description: G/W: 441944-1;441944-2

4484051

SR-A1A FROM FLAMINGO AVENUE TO SOUTH OF PINE AVE

Non-SIS



Work Summary:		RESURFACING		From:			
				To:			
Lead Agency:		FDOT		Length:		1.009	
				MTP Pg.:		5-36	
Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	DIH	15,924	0	0	0	0	15,924
CST	DS	0	0	2,657,015	0	0	2,657,015
CST	DIH	0	0	94,761	0	0	94,761
CST	DDR	0	0	317,431	0	0	317,431
Total		15,924	0	3,069,207	0	0	3,085,131

Prior Year Cost:546,578

Future Year Cost:

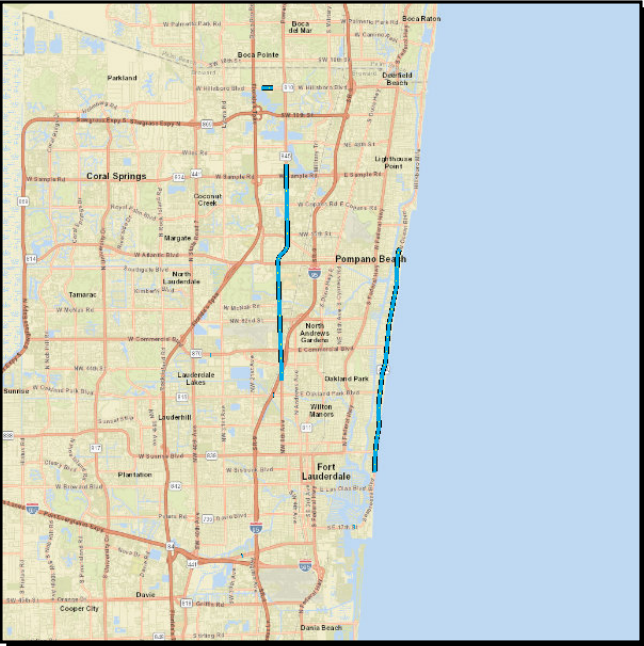
Total Project Cost:3,631,709

Project Description:

4515762

TSMA REPLACEMENT PROJECT BROWARD COUNTY

Non-SIS



Work Summary:TRAFFIC SIGNALS

From:

To:

Lead Agency:FDOT

Length:15.7

MTP Pg.:5-36

Phase	Fund Source	2024	2025	2026	2027	2028	Total
PE	DDR	750,000	0	0	0	0	750,000
Total		750,000	0	0	0	0	750,000

Prior Year Cost:

Future Year Cost:

Total Project Cost:750,000

Project Description:



Agenda Item No: 18.a.

Town Commission Agenda Item Report

Meeting Date: May 28, 2024

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Quasi Judicial Public Hearings

Agenda Section: QUASI JUDICIAL PUBLIC HEARINGS

Subject Title: Conditional Use (2024-CUS-01) request to install a sign with a maximum letter height of 18 inches where 12 inches is permitted per Town Code Section 30-510 at 4200 El Mar Drive.

Explanation: In 2011, the Town Commission established Mid-Century Modern as the Town's preferred architectural style. To support the Mid-Century Modern style, the Commission also established a process in Section 30-510 of the Town Code of Ordinances (Town Code) (**Exhibit 1**) to approve new Mid-Century Modern style signs that do not meet the Town's sign code requirements. This was necessary since many of the characteristics of the Mid-Century modern style do not align with the current Town code. The purpose of this report is to provide Staff's analysis and recommendation for the Conditional Use Sign application for Sea Villa located at 4200 El Mar Drive (the Property).

Oceantime LLC submitted a Conditional Use application on February 9, 2024, to permit the installation of a black sign (Figure 1) on the western façade of the Property. This sign exceeds the maximum letter height for signs installed in the RM-25 zoning district. The proposed sign will replace a preexisting historic sign of the same letter size and letter style; however, the border and architectural detail previously included in the sign will not be reinstalled (**Figure 3**).



Figure 1- Proposed Sign



Figure 2- Proposed sign superimposed on proposed location



Figure 3- Preexisting sign

A conditional use can be requested for a sign that does not comply with the requirements of Chapter 30 “Unified Land Development Regulations,” Article VIII “Sign Regulations” of the Town Code. The proposed sign would replace a pre-existing non-conforming sign that was removed during repair and renovation of the building. The largest letters on the sign will be 18 inches where 12 inches is permitted by the Town Code. The relief requested by the applicant is shown in **Table 1** below.

	Code Maximum	Request	Difference
Letter Size	12"	18"	6"

It should be noted that the total square footage of the proposed sign is 9.2 square feet which is significantly less than the Town's maximum allowable size of 32 square feet. Town staff reviewed the application and supporting documents (**Exhibit 2**) pursuant to the requirements of Chapter 30 “Unified Land Development Regulations,” Article VIII “Sign Regulations” and Section 30-510 “Landmark and Mid-century Modern Signs” of the Town’s Code to determine if it is eligible for a Section 30-510 waiver. Additionally, the Town's architect conducted an

architectural review and approved the proposed design (**Exhibit 3**).

Notices were sent to all the property owners within 300 feet of the Property and posted in accordance with Section 30-139 of the Town Code. To date, the Town has not received any correspondence for or against this request. A public participation meeting, pursuant to Section 30-114 "Public Participation Required" of the Town Code, took place on April 10, 2024. A summary of the meeting (**Exhibit 4**) was submitted on April 10, 2024.

Staff has reviewed the application and recommends approval of the request with the following conditions:

1. The Sign shall be in the form, size and font as provided in the sign drawing attached as Exhibit A to the Development Order.
2. The maximum letter size shall not exceed 18 inches in height.
3. The total approved sign square footage shall not exceed 9.2 square feet.
4. This conditional use sign waiver permit is specific to this sign and any other signage for this building shall comply with the Sign Regulations at the time of the application.
5. The sign shall meet all requirements of the Florida Building Code; a building permit shall be obtained no later than July 1, 2024.
6. The sign shall be in accordance with the submitted plans for the hearing incorporated into this document as Exhibit 1, except as modifications may be required by the approved Site Plan and any changes required as part of the building permit and/or architectural review process.
7. The approved plan does not in any way create a right on the part of the Applicant to obtain a permit from a state or federal agency and does not create liability on the part of the Town for issuance of the approval if the Applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.
8. All applicable state and federal permits shall be obtained before commencement of construction.
9. Prior to issuance of a building permit, the Town Clerk shall certify that there are no outstanding fines, moneys, fees, taxes, or other charges owed to the Town by the current or past owners or operators of the property on which the building permit is being issued. If fees are related to a code violation that requires a building permit to correct the violation, only the building permits required by the Town for correction of the violation may be issued. No other building permits will be issued until all outstanding debts to the Town are paid in full.

Recommendation: Staff recommends approval of the conditional use request for the proposed sign, in accordance with the architectural design as approved by the Town's Architect and subject to the specified conditions (Exhibit 5).

Exhibits:

1. Sec. 30 510. Landmark and Mid Century Modern signs
2. Application Folder 2024-CUS-01 4200 El Mar
3. Architectural Review Approval
4. Summary of Citizen Participation Meeting on 4-10-24

5. Development Order 4200 El Mar 2024-CUS-01

Sec. 30-510. Landmark and Mid-century Modern signs.

- (a) *Landmark signs.* The Town Commission may, following a public hearing, grant a waiver of the Town Code related to signage for a landmark business upon a finding that the waiver requested or approved is the minimum waiver necessary to provide for signage consistent with, but not necessarily identical to, signage historically utilized in the Town which maintains the landmark identity and character of the business and Town.
- (1) A business may be designated as a landmark business by the Town Commission following a public hearing.
 - (2) The designation of a landmark is a function of not just a building, but the business within that building that has created a unique sense of place that is significant and prominent in the identity and history of the Town. A landmark business designation is unique to the designated business at the designated location. Neither the business nor the location independently shall be considered a landmark business.
 - (3) The Town Commission may designate by resolution a business as a landmark business upon application by the business owner and consideration of the following factors:
 - a. History of operation for a minimum of 35 years at the same location; and
 - b. Establishment of an identity and business awareness of such character and reputation as to be considered an identifiable landmark within the Town.
- (b) *Mid-century Modern signs.*
- (1) *Existing Mid-century Modern style signs that do not meet the requirements of this article.* An application may be filed for administrative review, or with a site plan application, for the replacement of an existing Mid-century Modern style on-premise sign that meets the requirements of [section] 30-9 and the Town ADS but does not meet the requirements of this article, provided existing non-conformities are not increased.
 - (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 Mid-century Modern style permanent on-premise sign, for a Mid-century 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 this Code and the Town's architectural design guidelines.

(Ord. No. 2012-04, § 2, 3-27-2012; Ord. No. 2013-07, § 2, 8-20-2013; Ord. No. 2014-13, § 2, 10-28-2014; Ord. No. 2015-21, § 2, 12-8-2015; Ord. No. 2020-04, § 2, 4-14-2020)

LAUDERDALE•BY•THE•SEA

Universal Development Application



4501 N. OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308
(954)-640-4210
ZONING@LBTS-FL.GOV
M-F 8:30-4:30 PM

Administrative Purpose

Application Number: 2024-CUS-01

BTR #: _____

Date Application Submitted: February 9, 2024

Date Application found Completed: _____

Pre-Application Meeting Date: _____

Non-Refundable Application Fee: _____

Cost Recovery Fee: _____

In accordance with Section 30.111-30.113 of the Town's Unified Land Development Regulations: Development applications are required to be provided before any development permit is issued. Please refer to the Town's website to obtain a copy of the corresponding Application Checklist and Fee Schedule.

Check appropriate application and block:

- | | |
|---|---|
| ☐ Appeal of Administrative Decision | ☐ Historic Designation |
| ☐ Site Plan | ☐ Certificate of Appropriateness |
| ☐ Site Plan Level 1 Modification | ☒ Zoning Relief |
| ☐ Site Plan Level 2 Modification | ☐ Rezoning |
| ☒ Conditional Use <u>Sign</u> | ☐ Right-of-Way Vacation |
| ☐ Conditional Use Modification _____ | ☐ Comprehensive Plan Amendment |
| ☐ Administrative Adjustment _____ | ☐ Payment in Lieu of Parking |
| ☐ Variance _____ | ☐ Parking Reduction _____ |
| ☐ Plat _____ | ☐ Other: _____ |
| ☒ Architectural Review _____ | |

Project Name: Sea Villa Signage for 4200 El Mar Dr

Folio Numbers: 494318010080

Street Address: 4200 El Mar Drive

Legal Description: Lot 1 Block 3 in Lauderdale By The Sea, Plat Book 6 Page 2, Broward County, FL

Name of Property Owner: Oceantime, LLC Property Owner's Phone #: 954-822-8779

Address of Property Owner: 3208 NE 10th Street, Pompano Beach, FL 33062

Property Owner's Email Address: boats@turncenter.com

Name of Applicant: Oceantime, LLC Applicant's Phone #: 954-822-8779

Applicant's Address: 3208 NE 10th Street, Pompano Beach, FL 33062

Applicant Email Address: boats@turncenter.com

Name of Agent (e.g. Contractor Representing the Project): All Venue, Inc.

Agent's Email Address: randyr@allvenuegraphics.com Agent's Phone #: 954-399-7446

Agent's Address: 1460 SW 3rd Street, Suite B5, Pompano Beach, FL 33069

Land Use Plan Designation: _____ Zoning District: RM-25

Existing Use of the Subject Property: Multifamily Apartments (08-05)

Proposed Use of the Subject Property: same

APPROVAL OF WAIVER OF TIME ALLOWED TO REVIEW APPLICATION

I, Oceantime, LLC, (Applicant/ Property Owner) hereby waive my rights as to the required review time stated in House Bill 7103 as it relates to time limits to review applications for approval of a development permit or development order.

Print Name of Property Owner: Oceantime, LLC Date: February 1, 2024

Signature of Property Owner: By [Signature]
Steven Dobrofsky, LLC Mgr.

DEVELOPMENT APPLICATION SIGNATURE SECTION

Property Owner

Print Name of Property Owner: Oceantime, LLC Date: February 1, 2024

Signature of Property Owner: By [Signature]
Steven Dobrofsky, LLC Mgr.

State of Florida:

County: Broward

SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this day 2 of February, 2024.

The person signing is ☐ personally known to me or has ☒ produced identification

Print Notary Name: Lucille J. Pignataro My Commission Expires: _____

Notary Signature: [Signature]

Applicant / Contractor

Print Name of Property Owner: Contractor, All Venue, Inc. Date: 2/5/2024

Signature of Property Owner: By [Signature]
Clifford R Risley, President

State of Florida:

County: Broward



SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this day

5th of Feb, 2024

The person signing is ☐ personally known to me or has ☒ produced identification

Print Notary Name: Saliae Russell My Commission Expires: _____

Notary Signature: 



SALIAE RUSSELL
Commission # MH 449435
Expires October 1, 2027



OCEANTIME, LLC
dba Sea Villa
4200 El Mar Dr, Lauderdale By The Sea

To: Town Planner, Re: Conditional Use Sign Application and Zoning Sign Permit Application

Please be advised of the following information with respect to Oceantime, LLC's application for a conditional use sign permit application. The subject property is the 2nd oldest property on El Mar Drive abutting the beach. The initial 2 story structure comprising of loft apartments was built in 1947. Subsequently the same owners added a one story transition and 3 story addition commencing in 1954-1955. In 1996 the 3rd Owner, George Jenkins, enclosed a portion of the 3rd floor's open deck comprising the south 1/2 of the 3rd floor. We are the 4th owner since 2003.

The Sea Villa Signage with midcentury style letters and a sea shell was lost due to having to be removed to effectuate structural repairs to columns, headers and beams on the front (west), north and south and east sides of the property. These repairs occurred when we were replacing the 40 + year old white vinyl windows with hurricane rated white upvc windows and new hurricane rated doors. The spalling of the 74+ year old columns, headers and beams were hidden by the building's stucco surface. The Sea Villa Signage (see historical photographs) had existed on the property for at least 30 years (which includes our 20 + year ownership) at the time of its removal.

The paint color of the building, Benjamin Moore Cedar Key, was approved by Zoning when the structural permit was submitted which also had approved of the windows and doors and railing being white. Most of the 3 story portion of the building has already been painted in Cedar Key. The wall behind the proposed conditional use sign, to-wit: Sea Villa, will also be painted in the Cedar Key color. The wall is currently not painted. The proposed sign's letters and numbers are painted dark bronze.

The proposed signage uses the same style letters and size of letters which were in the 30 + year old sign. The former sign consisted of a hard shell design with the flat center background being a different color than the raised letters, and a light cream color for the raised sea shell and border. The proposed signage' letters are the same size and style as the letters that existed in the 30 + year old sign. The new proposed replacement signage will not have a border and sea shell as the previous sign. The proposed signage does not have any other artwork or designs. The proposed signage is the same size and height as the previous signage's letters as established when seeing a photo of the new sign's letters superimposed over the former sign. There is no lighting. The letters stand-off from the surface.

The Town's example of midcentury signage includes the signage of the Sea Cliff, a motel situated on the NW corner of El Mar Drive and Hibiscus, which is directly opposite of the subject property at 4200 El Mar Dr. which is on the NE corner of El Mar Drive and Hibiscus. Our proposed signage, like the Sea Cliff, is not directly attached to the face of the wall but is suspended above the face of the wall with posts. Please note that the size of Sea Cliff's signage is at least 5 times or more as large as our proposed 18" sized letters S of Sea and V of Villa. Our proposed signage's color is dark bronze which is similar to the current dark color of Sea Cliff's signage. Our proposed signage is an example of midcentury style letters as well as being the same style that has existed on the building for 30+ years.

Please consider all the following named documents when considering and reviewing our 2 applications:

(1) Engineering Drawing.pdg; (2) Historical Photo of Sea Villa Signage.pdf; (3) Sea Villa 18 inch letters aligned over prior sign.pdf; (4) Sea Villa letters location compared with original location.pdf; (5) page from 2015 LBTS Architectual Design Standards.pdf; (6) West Architectual Elevation with measurements.pdf; (7) Survey of 4200 El Mar Dr LBTS.pdf.

Sincerely,
Steven Dobrofsky, LLC Mgr of Oceantime, LLC



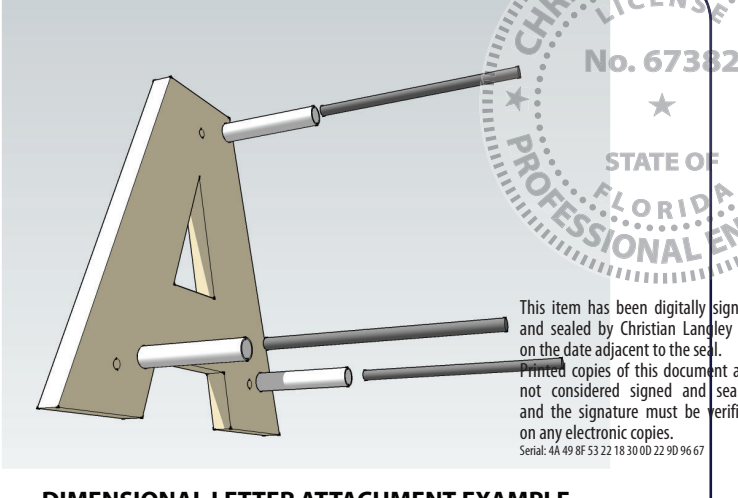
Sea Villa

ANNUAL APARTMENTS

TOW-AWAY
H. ZONE 3
STATEWIDE
SEA-787-0048

4200

1/2" THICK ALUMINUM DIMENSIONAL LETTERS MOUNTED TO WALL WITH STANDOFF ATTACHMENTS



DIMENSIONAL LETTER ATTACHMENT EXAMPLE



IMPOSED IMAGE

1/2" ALUMINUM FLAT CUT LETTERS
COLOR: PAINTED DARK BRONZE
HEX #070504

LETTERS TO BE STUD MOUNTED TO
WALL AND SECURED WITH CLEAR SILICONE

EXISTING BUILDING FASCIA

STUD MOUNTED
LETTERS WITH STANDOFFS

STANDOFFS

SECTION VIEW

COLORS:
PAINTED DARK
BRONZE

- Anchor Notes:
- #10-24 studs (6061-T6 Alum or 316 S.S.), centered in stroke width
 - Min (3) studs per letter, spaced evenly
 - Letters drilled & tapped to receive studs, min (5) threads engaged
 - Stud length to accommodate embed to host structure
 - Min 1.5" stud embed to hollow CBS (block) or concrete
 - Fill holes w/ LiquidNails LN-901 or LN-3000 adhesive (or equiv)

CUSTOMER:

**SEA VILLA
CONDOMINIUMS**

ADDRESS:

4200 EL MAR DR ,
LAUDERDALE BY THE SEA, FL 33308

PROJECT NAME: PAINTED ALUMINUM LETTERS MOUNTED TO WALL WITH STANDOFFS INV#: 7155

FILE LOCATION: N:\Jobs-2023\OCEANTIME LLC\SEA VILLA CONDOMINIUMS\INV 7155 - DIMENSIONAL LETTERS

The overall design, content, and placement, size, material spec as displayed, is approved • All Numbers are correct • All Spelling is correct • All Letters upper/lower case use is as customer requires • All Punctuation use is as customer requires
Customer Approval Statement: Approval of this proof by signature or email certifies that the customer has reviewed, and approved for production, all content and design, including, but not limited to, the following listed attributes:
Notice: Product or Proof Changes requested after approval for production will require additional payment for design, materials, production, and installation.

DATE:

11/28/2023

REVISION:

11/30/2023
12/18/2023

**ALL VENUE
INC**
ALL VENUE GRAPHICS AND SIGNS
1460 SW 3RD STREET, SUITE B5
POMPANO BEACH, FL 33069
855-999-SIGN (7446)
RANDYR@ALLVENUEGRAPHICS.COM

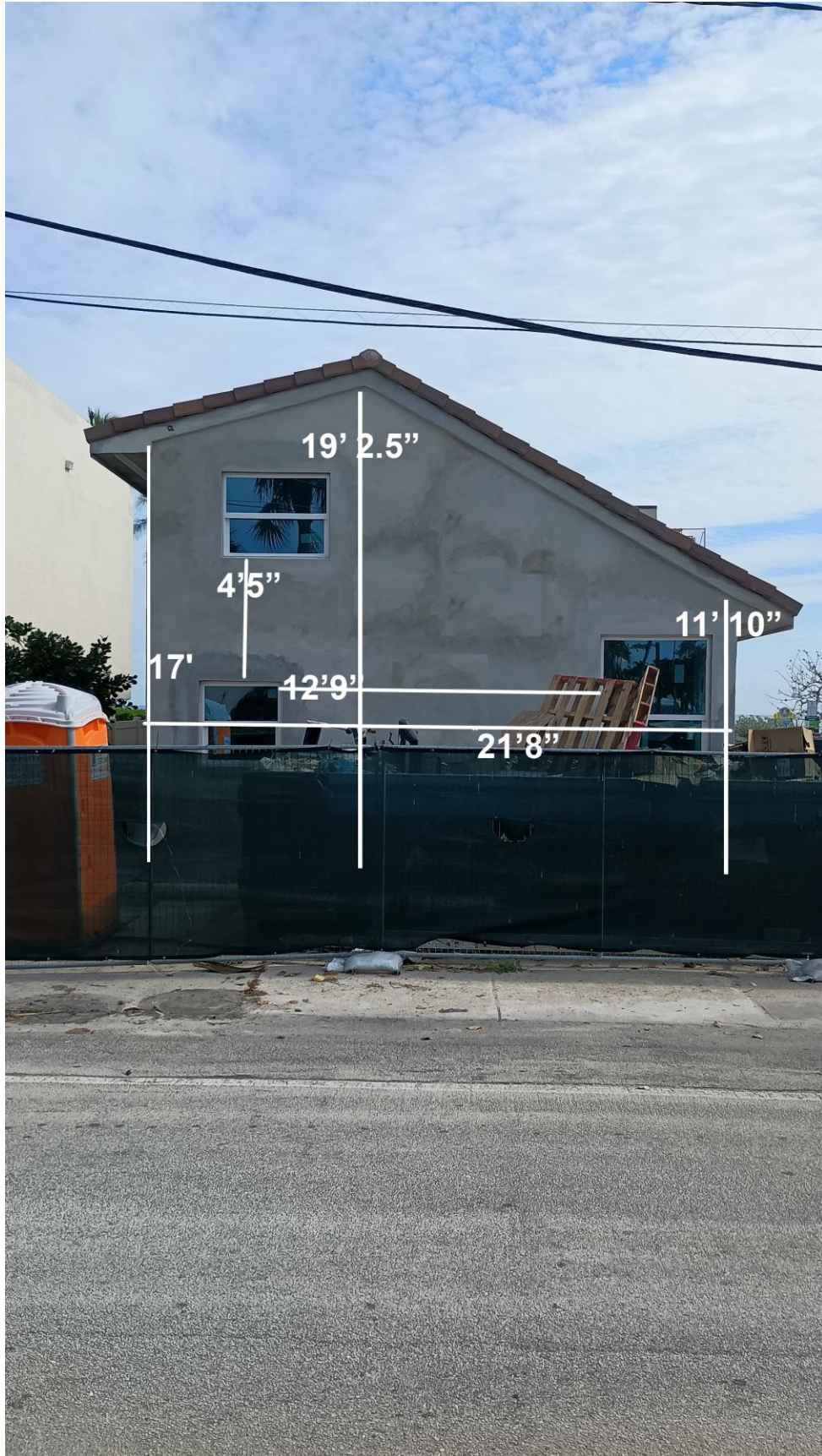
CLIENT APPROVAL SIGNATURE: _____ DATE: _____

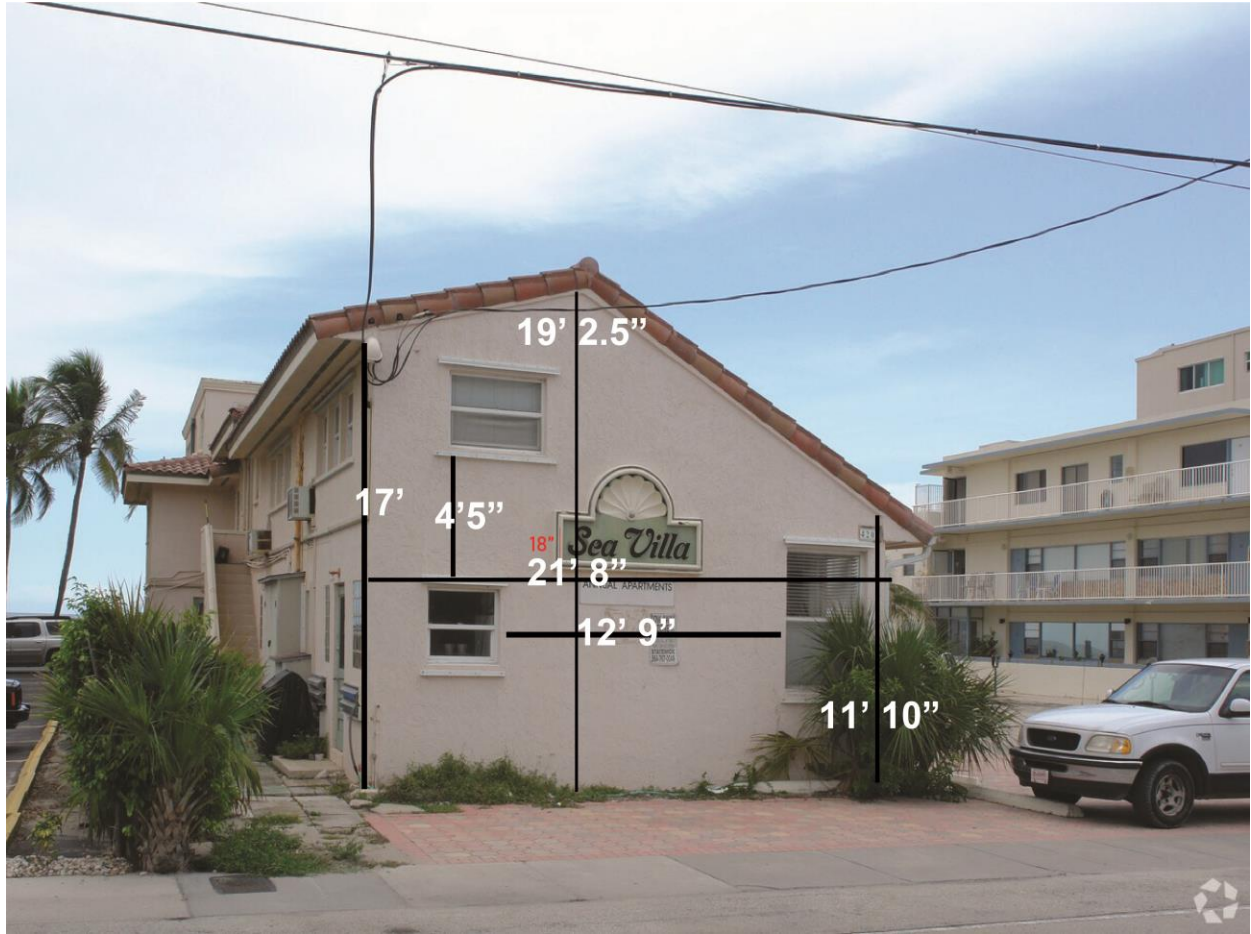
ENGINEERS SIGNATURE: _____

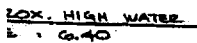
TORNADO LOADS:
Design for Tornado
Loads is NOT Required

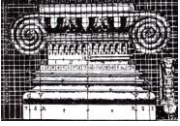
WIND LOADS: • V=170 mph • Risk Category 2 Struct. • Sign Height = 30 ft max Wall components & cladding:
(ASCE 7-22) • Exposure 'D' • ASD Load Coeff = 0.6 • Kzt=1.0, Kd=0.85, G=0.85 • Zone 4: ± 48.5 psf • Zone 5: ± 61.7 psf

Christian Langley
Florida PE #67382
Cert of Auth #31124
1200 N Federal Hwy, #200
Boca Raton, FL 33432
1-888-371-3113
DATE: JAN 09 2024
Easy
Seals
e-seals.com









LEO HANSEN, A.I.A., ARCHITECT

330 Himarshee Street #104 Fort Lauderdale, FL 33312 954-647-6227 lchaia9093@gmail.com

MEMORANDUM: ARCHITECTURAL REVIEW

To: Jhanelle Campbell, Development Services Director
Town of Lauderdale-by-the-Sea

Cc: Susan Leven, AICP, Planner

Re: Architectural Review (ULDR Sec. 30-51)

Project: Sea Villa

Review No.: 2024-CUS-01-1

Project Address: 4200 El Mar Drive

Date: March 4, 2024

ARCHITECTURAL REVIEW COMMENTARY

The applicant has requested to replace a damaged sign. The previous sign contained letters with the name of the residential building and a simple shell logo. The proposed sign will not have the shell logo. The sizes of the proposed lettering moderately exceeds what is allowed by Article VIII (signage ordinance) of the Lauderdale-by-the-Sea Code of Ordinances. The applicant has asked for consideration under *Sec. 30-510. - Landmark and mid-century modern signs (b)* which states that:

An application may be filed for a conditional use permit or as part of a site plan application for a new mid-century modern style on-premise sign, for a mid-century 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.

In the Town of Lauderdale-by-the-Sea *Architectural Design Standards* it is noted that Mid-Century Modern buildings used text and lettering "as graphic devices to decorate otherwise austere and minimal structures." The style of the lettering proposed in this application does just that.

Our office recommends approval of this signage.

Leo Hansen

Leo Hansen, A.I.A., Architect

SUMMARY OF CITIZEN PARTICIPATION MEETING

CASE: 2024 CUS-01
APPLICANT: OCEANTIME, LLC
PROPERTY ADDRESS: 4200 El Mar Dr
REQUEST: Conditional Use Sign Application

To Town Planner, Susan Leven of Town of Lauderdale By The Sea :

The undersigned was in Jarvis Hall before and at 6:00 O'clock PM on April 10, 2024. At and about 6:00 O'Clock P.M. Susan Leven, stated at the podium that the Citizen Participation Meeting for Case No. 2024 CUS-01 has begun/started and directed/allowed the undersigned to speak at the Podium in Jarvis Hall about the Conditional Use Sign Application of Oceantime, LLC for the property at 4200 El Mar Drive, Lauderdale By The Sea, FL 33308. The undersigned, Steven Dobrofsky, LLC Mgr identified himself as the LLC Manager of Oceantime, LLC, the property owner of 4200 El Mar Drive, and explained the circumstances of why the 30 year old sign was damaged beyond repair due to having to perform structural repairs to structural beams and columns discovered while replacing the windows of the building. That the Sign Permit Application for a replacement sign was not approved as the 18" letters did not conform with the sign ordinance which did not allow letters to exceed 12". That the Architect retained by the Town to determine that the proposed conditional use sign was an example of mid-century style letters/signage had approved the proposed conditional use sign as an example of mid-century style letters/signage. The undersigned speaking from the podium of Jarvis Hall offered to answer any questions, however, as no one appeared at the meeting, did not make any further statements/explanations. A picture of the former sign and the new proposed conditional use sign was shown on the movie screen on the East Wall and a tv monitor on the East Wall at all times during the Citizen Participation Meeting. After the undersigned finished his opening statement, Susan Leven, appeared at the Podium and asked if anyone had any questions. As there were no other person present, the meeting was concluded. The undersigned was informed that before the meeting started that the meeting would being recorded. The undersigned witnessed the Town's IT person in the control room on the west side of Jarvis Hall.

This summary demonstrates that the Applicant, Oceantime, LLC, has complied with the applicable Town Ordinance 2021-11. Applicant previously supplied proof of mailing of the Notice of Citizen Participation Meeting.

Sincerely,
OCEANTIME, LLC

By /s/
Applicant Signature: Steven Dobrofsky, LLC Mgr

Date of Summary: April 10, 2024



**SITE PLAN DEVELOPMENT ORDER
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
Development Order 2024-CUS-01**

PROJECT NAME: Sea Villa Sign

ADDRESS OF PROPERTY: 4200 El Mar Drive

FOLIO #: 4943 18 01 0080

PROPERTY OWNER: Oceantime LLC

APPLICANT: Steven Dobrofsky

APPLICANT ADDRESS: 3208 NE 10th Street, Pompano Beach, FL 33062

REQUEST: Pursuant to Chapter 30, “Unified Land Development Regulations,” Section 30-510(b)(2), “New Mid-Century Modern Style Signs” of the Town’s Code of Ordinances (“Town Code”), the Applicant has requested a Conditional Use Permit (2024-CUS-01) to allow a new Mid-Century Modern style sign in the RM-25 Zoning District for the property located at 4200 El Mar Drive.

SECTION 1. FINDINGS. THIS MATTER came before the TOWN Commission of the TOWN of LAUDERDALE-BY-THE-SEA, Florida, on May 28, 2024, following due public notice. The TOWN Commission having considered the public testimony, evidence in the record, the testimony of the applicant, and the recommendation of the TOWN Planning and Zoning Board and administrative staff, finds that the application, as conditioned herein, is in compliance with the applicable standards and minimum requirements of Chapter 30 “Unified Land Development Regulations” of the Town Code.

SECTION 2. APPROVAL. The request to approve a Conditional Use for a sign is hereby approved as shown on the plans submitted on February 9, 2024, attached as **Exhibit 1**, except as modifications may be required by this approval or the Building Official.

SECTION 3. CONDITIONS. The APPROVAL granted herein is subject to the following conditions:

1. The total approved sign square footage shall not exceed 9.2 square feet.
2. This conditional use sign waiver permit is specific to this sign and any other signage for this building shall comply with the Sign Regulations at the time of the application.
3. The sign shall meet all requirements of the Florida Building Code; a building permit shall be obtained no later than July 1, 2024.
4. The Sign shall be in the form, size and font as provided in the sign drawing attached as **Exhibit A** to the Development Order. The sign shall be in accordance with the submitted plans for the hearing incorporated into this document as **Exhibit A**, except as modifications may be required by the approved Site Plan and any changes required as part of the building permit and/or architectural review process.
5. The approved plan does not in any way create a right on the part of the Applicant to obtain a permit from a state or federal agency and does not create liability on the part of the Town for issuance of the approval if the Applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.
6. All applicable state and federal permits shall be obtained before commencement of construction.
7. Prior to issuance of a building permit, the Town Clerk shall certify that there are no outstanding fines, moneys, fees, taxes, or other charges owed to the Town by the current or past owners or operators of the property in which the building permit is being issued. If fees are related to a code violation that requires a building permit to correct the violation, only the building permits required by the Town for correction of the violation may be issued. No other building permits will be issued until all outstanding debts to the Town are paid in full.

SECTION 4. VIOLATION OF CONDITIONS. Failure to adhere to the terms and conditions of this Development Order shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the

revocation of any of the approval(s) granted in this Development Order. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town Code before it may commence construction or operation, and that the foregoing approval in this Development Order may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town Code or the conditions of this Approval.

SECTION 5. APPEAL. In accordance with Section 30-140(d)(11) of the Town Code, the Applicant, or any aggrieved property owner in the area, may appeal the decision of the Town Commission in the Circuit Court of Broward County, Florida, in accordance with the Florida Rules of Appellate Procedure.

SECTION 6. EFFECTIVE DATE. This Development Order shall become effective upon Approval by the Commission.

APPROVED this ____ day of _____, 2024

MAYOR EDMUND MALKOON

ATTEST:

Katrina Adler, Town Clerk

Approved as to form:

Susan L. Trevarthen, Town Attorney

