



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
September 8, 2021
7:00 PM

Mayor Bill Partington

Zone 1 – Commissioner Dwight Selby

Zone 3 – Commissioner Susan Persis

Zone 2 – Commissioner Troy Kent

Zone 4 – Commissioner Rob Littleton

COMMISSION CHAMBERS

22 South Beach Street, Ormond Beach, FL 32174

Phone: 386-677-0311

Web: www.ormondbeach.org

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ADOPTION OF FY 2021-2022 PROPOSED MILLAGE RATES AND TENTATIVE BUDGET**
 - A. RESOLUTION NO. 2021-136:** A RESOLUTION ESTABLISHING THE FINAL MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2021-2022; DIRECTING CERTIFICATION; EXPRESSING LEGISLATIVE INTENT; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Kelly McGuire, Finance Director (386-676-3226)
 - B. ORDINANCE NO. 2021-31:** AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE 2021-2022 FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Kelly McGuire, Finance Director (386-676-3226)
- 5. PRESENTATIONS AND PROCLAMATIONS**
 - A. Florida Law Enforcement Officers**
- 6. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**

7. APPROVAL OF MINUTES

- A. Minutes from City Commission meeting – August 4, 2021
- B. Minutes from City Commission meeting – August 17, 2021

8. COMMUNITY REDEVELOPMENT AGENCY

- A. **RESOLUTION NO. 2021-137:** A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF AN ANNUAL SERVICE AGREEMENT FOR ORMOND BEACH MAIN STREET BETWEEN THE CITY/AGENCY AND ORMOND BEACH MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC, PHYSICAL AND AESTHETIC REDEVELOPMENT AND MAINTENANCE OF THE ORMOND BEACH MAIN STREET DISTRICT; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 9A)**

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

9. CONSENT AGENDA

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items.

- A. **RESOLUTION NO. 2021-137:** A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF AN ANNUAL SERVICE AGREEMENT FOR ORMOND BEACH MAIN STREET BETWEEN THE CITY/AGENCY AND ORMOND BEACH MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC, PHYSICAL AND AESTHETIC REDEVELOPMENT AND MAINTENANCE OF THE ORMOND BEACH MAIN STREET DISTRICT; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- B. **RESOLUTION NO. 2021-138:** A RESOLUTION REAPPOINTING ALLEN HARRELL AS A MEMBER TO SERVE AS A COMMISSIONER OF THE ORMOND BEACH HOUSING AUTHORITY; SETTING FORTH TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Wendy Hontz, Acting City Clerk (386-676-3332)

- C. **RESOLUTION NO. 2021-139:** A RESOLUTION REAPPOINTING HILDEGARDE POSTELL AS A MEMBER TO SERVE AS A COMMISSIONER OF THE ORMOND BEACH HOUSING AUTHORITY;

SETTING FORTH TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Wendy Hontz, Acting City Clerk (386-676-3332)

- D. **RESOLUTION NO. 2021-140:** A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSENT TO ASSIGNMENT AND AMENDMENT TO CONTINUING ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND REISS ENGINEERING, INC. FOR THE LIMITED PURPOSE OF ACKNOWLEDGING A CHANGE IN THE CORPORATE ENTITY PROVIDING MUNICIPAL UTILITY SERVICES FROM REISS ENGINEERING, INC. TO CHA CONSULTING, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

- E. **RESOLUTION NO. 2021-141:** A RESOLUTION ACCEPTING A PROPOSAL FROM A.M. WEIGEL CONSTRUCTION, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES REGARDING THE MACDONALD HOUSE RESTORATION (NORTH ELEVATION) PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

- F. **RESOLUTION NO. 2021-142:** A RESOLUTION AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE CITY AND MY DUMPSTER GUY, LLC REGARDING THE COLLECTION OF CONSTRUCTION AND DEMOLITION DEBRIS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kevin Gray, Deputy Public Works Director (386-676-3577)

- G. **RESOLUTION NO. 2021-143:** A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF CONTRACTS WITH FOUR (4) FIRMS FOR EMERGENCY DEBRIS REMOVAL SERVICES, UNDER RFP 2021-17; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kevin Gray, Deputy Public Works Director (386-676-3577)

- H. **Revised Road Closures for 2020-2021**

Staff Contact: Robert Carolin, Leisure Services Director (386-676-3279)

Disposition: Approve as recommended in the City Manager memorandum dated September 8, 2021.

- I. **RFP No. 2021-23 for Concession Agreement at Ormond Beach Performing Arts Center**

Staff Contact: Robert Carolin, Leisure Services Director (386-676-3279)

Disposition: Approve as recommended in the City Manager memorandum dated September 8, 2021.

J. City Manager Status Report, September 2021

Staff Contact: Joyce Shanahan, City Manager (386-676-3200)

Disposition: Approve as recommended in the City Manager memorandum dated September 8, 2021.

10. PUBLIC HEARINGS

- A. ORDINANCE NO. 2021-32:** AN ORDINANCE AMENDING SECTION 2-50, ACCESSORY USES, OF ARTICLE III, GENERAL REGULATIONS, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE LAND DEVELOPMENT CODE OF THE CITY OF ORMOND BEACH BY AMENDING THE CONDITIONS FOR TEMPORARY OR ITINERANT CAR WASHES AND MOTORCYCLE WASHES BY NON-PROFIT ENTITIES; PROHIBITING TEMPORARY OR ITINERANT CAR WASHES AND MOTORCYCLE WASHES WITHIN THE NORTH U.S. HIGHWAY 1 MUNICIPAL SERVICE AREA AND JOINT PLANNING AREA; PROHIBITING TEMPORARY OR ITINERANT CAR WASHES AND MOTORCYCLE WASHES THROUGHOUT THE CITY DURING RECOGNIZED SPECIAL EVENTS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- B. ORDINANCE NO. 2021-33:** AN ORDINANCE AMENDING SECTION 22-23, MINIMUM METER RATES GENERALLY; 22-24, MULTIPLE MINIMUM CHARGES; AND 22-71, SERVICE CHARGE ESTABLISHED; OF CHAPTER 22, WATER AND SEWERS, THE CITY OF ORMOND BEACH CODE OF ORDINANCES, BY INCREASING THE MINIMUM WATER AND SEWER RATES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kelly McGuire, Finance Director (386-676-3226)

11. FIRST READING OF ORDINANCES

- A. ORDINANCE NO. 2021-34:** AN ORDINANCE AMENDING CHAPTER 10, SOLID WASTE, YARD WASTE AND RECYCLABLES, SECTION 10-16, FEES FOR COLLECTION AND DISPOSAL ESTABLISHED, OF THE CODE OF ORDINANCES, BY INCREASING FEES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Kelly McGuire, Finance Director (386-676-3226)

12. DISCUSSION ITEMS

A. 2022 City of Ormond Beach Legislative Action Agenda

Staff Contact: *Brian Rademacher, Economic Development Director
(386-676-3266)*

13. REPORTS, SUGGESTIONS, REQUESTS

14. ADJOURNMENT

Website Address – www.ormondbeach.org

NOTICE – Pursuant to Section 286.0105 of the Florida Statutes, if any person decides to appeal any decision made by the City Commission with respect to any matter considered at this public meeting, such person will need a record of the proceedings and for such purpose, such person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance.
Phone: 386-677-0311



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons with a disability, such as a vision, hearing or speech impairment, or persons needing other types of assistance, and who wish to attend City Commission meetings or any other board or committee meeting may contact the City Clerk's Office in writing, or may call 386-677-0311 for information regarding available aids and services.



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce A. Shanahan, City Manager
From: Kelly McGuire, Finance Director
Date: September 8, 2021
Subject: FY 2021-22 Proposed Millage Rate

Commission Goal: N/A

Introduction

This item is a resolution to adopt the proposed millage rates for fiscal year (FY) 2021-22.

Discussion

During the public hearing on the proposed millage rates and the tentative FY 2021-22 budget, the following actions must be taken in the following order as outlined by the Truth in Millage requirements:

1. The City Clerk will read the resolution on the proposed millage rate. The resolution reflects the tentative millage rates set by the City Commission at the July 20, 2021 meeting. The overall millage is the same as last year.
2. The Mayor will announce the proposed millage rates and roll back rate.

Millage Purpose	Tentative Rate
General Operating	3.3478
General Capital Improvements	0.1020
General Vehicle & Equipment Replacement	0.0510
Public Safety Vehicle & Equipment Replacement	0.1580
Transportation	0.1270
Facilities Renewal & Replacement	0.1270
TOTAL OPERATING	3.9128
2003 Voter Approved General Obligation Bond	0.0290
2010 Voter Approved General Obligation Bond	0.0890

TOTAL MILLAGE	4.0308
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3. Members of the public will be given an opportunity to comment on the budget and proposed millage rate.
4. After public comments, a motion can be made to adopt the millage rate.
5. The Mayor will restate the millage rate and rollback information, the vote will be called, and the Mayor will restate the millage rate approved.
6. The City Clerk will read the budget ordinance.
7. Move adoption of the budget ordinance on first reading.
8. Call a vote on the budget ordinance to adopt the tentative budget of \$101,724,466 which reflects the budget presented to the Commission on July 20th.
9. Close the public hearing.

Recommendation

Staff recommends approval of the millage rate resolution.

Attachments:

- 21-136 Adopt Final Millage Rates FY21-22 (P21-0091G) (PDF)

REVIEWED BY:


 Kelly McGuire, Finance Director 8/9/2021


 Claire Whitley, Assistant City Manager 8/25/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 9/1/2021

RESOLUTION NO. 2021-136

A RESOLUTION ESTABLISHING THE FINAL MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2021-2022; DIRECTING CERTIFICATION; EXPRESSING LEGISLATIVE INTENT; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. After careful consideration of the estimate of receipts and the estimate of expenditures of the City of Ormond Beach, Florida (“the City”), it is hereby agreed that the rates of taxation necessary to meet such expenses will be, for each of the hereinafterstated purposes, the amounts estimated, declared and hereby levied, to-wit:

(a) in order to meet the estimate of expenses of the City, it is hereby determined and declared that the total operating millage shall be at the rate of 3.9128 mills or \$3.9128 per \$1,000 of taxable value, and the same is hereby levied and imposed upon all non-exempt taxable property within the corporate limits of the City for those purposes hereinafter described to provide for the expenditures as estimated in the Fiscal Year 2021-2022 Annual Budget;

(i) in order to meet the estimate of General Fund, Capital Improvements Fund, Facilities Renewal and Replacement Fund, and Transportation Improvement Fund expenses of the City, it is hereby determined and declared that the operating millage rate (General, Capital Improvements Fund, Facilities Renewal and Replacement Fund and Transportation Improvements Fund combined) shall be at the rate of 3.9128 mills or

\$3.9128 per \$1,000 of taxable value, and the same is hereby levied and imposed upon all non-exempt taxable property within the corporate limits of the City for general purposes to provide for the General Fund, Capital Improvements Fund, Facilities Renewal and Replacement Fund, and Transportation Improvements Fund expenditures as estimated in the Fiscal Year 2021-2022 Annual Budget;

- (ii) the millage rate to be levied, 3.9128 mills, is equal to the “rolled-back” millage rate, which is \$3.9128 per \$1,000 of taxable value;
- (iii) in order to pay interest upon and sinking fund requirements for the outstanding 2003 general obligation bond issue of the City, and for the purpose of paying the expenses of servicing such bonds, it is hereby determined and declared that the debt service millage shall be at the rate of 0.0290 mills or 2.90¢ per \$1,000 of taxable value, and the same is hereby levied and imposed on all non-exempt taxable property within the corporate limits of the City for the purposes hereinbefore stated in this Subsection. Voters approved the 2003 general obligation bond issue on April 15, 2003 in order to construct a replacement fire station.
- (iv) in order to pay interest upon and sinking fund requirements for the outstanding 2010 general obligation bond issue of the City, and for the purpose of paying the expenses of servicing such bonds, it is hereby determined and declared that the debt service millage shall be at the rate of

0.0890 mills or 8.90¢ per \$1,000 of taxable value, and the same is hereby levied and imposed on all non-exempt taxable property within the corporate limits of the City for the purposes hereinbefore stated in this Subsection. Voters approved the 2010 general obligation bond issue on August 24, 2010 for the acquisition and development of a beachfront park.

SECTION TWO. The City Manager is hereby directed to certify to the Volusia County Property Appraiser and to the Volusia County Tax Collector the millage rates as hereinbefore set and levied for the purposes hereinbefore stated, pursuant to the general law of Florida.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 8th day of September, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Kelly McGuire, Finance Director

Date: September 8, 2021

Subject: FY 2021-22 Proposed Budget

Commission Goal: N/A

Introduction

This item is an ordinance to adopt the proposed budget for fiscal year (FY) 2021-22.

Discussion

During the public hearing on the proposed millage rates and the tentative FY 2021-22 budget, the following actions must be taken in the following order as outlined by the Truth in Millage requirements:

1. The City Clerk will read the resolution on the proposed millage rate. The resolution reflects the tentative millage rates set by the City Commission at the July 20, 2021 meeting. The overall millage is the same as last year.
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TOTAL OPERATING	3.9128
2003 Voter Approved General Obligation Bond	0.0290
2010 Voter Approved General Obligation Bond	0.0890
TOTAL MILLAGE	4.0308

3. Members of the public will be given an opportunity to comment on the budget and proposed millage rate.
4. After public comments, a motion can be made to adopt the millage rate.
5. The Mayor will restate the millage rate and rollback information, the vote will be called, and the Mayor will restate the millage rate approved.
6. The City Clerk will read the budget ordinance.
7. Move adoption of the budget ordinance on first reading.
8. Call a vote on the budget ordinance to adopt the tentative budget of \$101,724,466 which reflects the budget presented to the Commission on July 20th.
9. Close the public hearing.

Recommendation

Staff recommends approval of the proposed budget ordinance.

Attachments:

- 21-31 Adopt Annual Budget (P21-0091G) (PDF)
- Attachment A (PDF)
- Proposed Budget (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 8/9/2021


Claire Whitley, Assistant City Manager 8/25/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 9/1/2021

ORDINANCE NO. 2021-31

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE 2021-2022 FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of the City of Ormond Beach, Florida, *Charter* and *Code of Ordinances*, the City Manager has submitted to the City Commission her Annual Budget for the various funds of the City, and

WHEREAS, Section 4.04(f), *Charter*, requires the Annual Budget to be adopted by Ordinance, and

WHEREAS, the City Commission has determined that it is necessary and appropriate to adopt an annual budget as attached hereto, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby adopts, as its Annual Budget for the 2021-2022 Fiscal Year (October 1, 2021 through September 30, 2022, inclusive), those appropriations set forth on Attachment “A” and the FY21-22 Proposed Budget document, which are attached hereto and incorporated herein by reference, including all travel, stipend, and wage adjustments for all elected and appointed officials, and all bargaining and non-bargaining unit employees in the classified and unclassified services.

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 8th day of September, 2021.

PASSED UPON at the second reading of the City Commission, this 22nd day of September, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

Attachment A	
	Budget
Description	FY 2021-22
General Fund (001)	37,753,928
Special Revenue Funds:	
Downtown Redevelopment Trust Fund (104)	2,129,601
Ormond Crossings Trust Fund (106)	255,461
Stormwater Utility Fund (107)	2,531,000
Airport Fund (108)	2,657,240
Local Law Enforcement Trust Fund (109)	65,800
Economic Development Fund (110)	-
State Law Enforcement Trust Fund (112)	-
Pension Contribution Pass Through Fund (113)	800,000
Recreation Facility Fee Fund (115)	41,600
Grants Fund (116)	-
Total Special Revenue Funds	8,480,702
Debt Service Funds:	
Financing Debt Service Fund (205)	730,798
2002 GOB Debt Service Fund (209)	-
2003 GOB Debt Service Fund (210)	114,934
2004 Revenue Bond Fund (211)	157,000
2010 Beachfront Park Bond Fund (220)	352,747
Total Debt Service Funds	1,355,479
Capital Improvement Funds:	
Capital Improvements Fund (301)	534,075
Equipment Renewal & Replacement Fund (302)	421,363
Public Safety Vehicle & Equipment Fund (305)	2,148,225
Transportation Improvements Fund (308)	2,835,677
Recreational Impact Fee Fund (310)	125,000
Local Road Impact Fee Fund (316)	60,000
Facilities Renewal & Replacement Fund (317)	693,000
Stormwater Impact Fee Fund (318)	25,000
Total Capital Improvement Funds	6,842,340
Water and Wastewater Funds:	
Water and Wastewater Fund (401)	21,810,055
Vehicle Replacement Fund (408)	200,000
Renewal & Replacement Fund (409)	7,627,865
Water/Wastewater Consolidated Debt Service Fund (414)	5,228,000
West Ormond Reuse Impact Fee Fund (433)	-
Water System Impact Fee Fund (434)	520,000
Wastewater System Impact Fee Fund (435)	400,000
Total Water and Wastewater Funds	35,785,920
Solid Waste Fund (460)	9,444,232
Workers Compensation Fund (502)	801,612
General Liability Fund (504)	1,260,253
TOTAL BUDGET APPROPRIATION	101,724,466
Less: Interfund Transfers	(16,025,406)
Fleet Operations (Internal Service Charges)	(1,380,289)
Engineering (Internal Service Charges)	(1,088,022)
Consolidated Insurance Fund (Internal Service Charges)	(2,061,865)
TOTAL NET BUDGET	81,168,884

PROPOSED BUDGET



FY 2021-22



CITY OF ORMOND BEACH BUDGET
FY 2021-22
OCTOBER 1, 2021 – SEPTEMBER 30, 2022



CITY COMMISSION

BILL PARTINGTON, MAYOR

DWIGHT SELBY, ZONE ONE

TROY KENT, ZONE TWO COMMISSIONER

SUSAN PERSIS, DEPUTY MAYOR & ZONE THREE COMMISSIONER

ROB LITTLETON, ZONE FOUR COMMISSIONER

Joyce A. Shanahan
Claire Whitley
Kelly A. McGuire
Christopher D. Byle

City Manager
Asst. City Manager
Finance Director
Asst. Finance Director

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GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Ormond Beach
Florida**

For the Fiscal Year Beginning

October 01, 2020

Christopher P. Morill

Executive Director

INTRODUCTION
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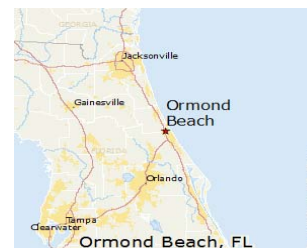
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COMMUNITY OVERVIEW

CITY OF ORMOND BEACH

The city that is now Ormond Beach, which is located on the northeast coast of Florida, dates from the period immediately following the Civil War. J. Andrew Bostrom, a former Union soldier originally born in Sweden, settled land on the peninsula.

Concentrated settlement on the mainland began in 1873 with the establishment of New Britain, founded by a small community of New Englanders intent on making their living from citrus cultivation. In 1875, New Britain was subdivided into blocks and lots, with the original plat containing eleven (11) streets. Of the eleven (11) streets, seven (7) retain their original names, with four (4) located in present downtown Ormond Beach.



By 1880, New Britain had grown enough to warrant incorporation. During the elections for incorporation, the town name was changed to Ormond, in honor of James Ormond III, descendant of an early British colonist from the 1770's. The town was legally incorporated on April 22, 1880 and adopted the banana tree as the town emblem.

The development of Ormond Beach accelerated during the 1880's when John Anderson, Joseph Price, Stephen Van Cullen White and other pioneers saw that the small wilderness community was



linked by rail with the eastern United States. Their entrepreneurial spirit led to the construction of a bridge spanning the Halifax River (Atlantic Intra-coastal Waterway) from the mainland to the peninsula and the Ormond Hotel, a building that helped define the social and economic character of the community. During the late nineteenth and early twentieth centuries, Ormond became one of Florida's most recognized resort communities and the location of some of the first automobile races in the United States. Consequently, Ormond Beach became and is still known today as the "Birthplace of Speed". Ironically, following World War I, as the automobile became increasingly available to middle America, the character of Florida tourism changed, and Ormond declined in importance as a winter resort and tourist mecca, becoming a more traditional residential community.

In 1959, the City was granted 1,164 acres of land from the Federal government that was developed into a municipal airport that consists of two (2) active runways and six (6) taxiways. In addition, the City purchased 176 acres from the Federal government in 1959; a site that has since been developed into a successful commerce center. Since 1970, the city's population increased from approximately 14,000, to the present population of approximately 38,000, which has resulted from a combination of real growth and annexations. During the 1990's, residential development and the City's commercial and retail center expanded westward beyond Interstate 95 as the size of the City grew to approximately 29 square miles.

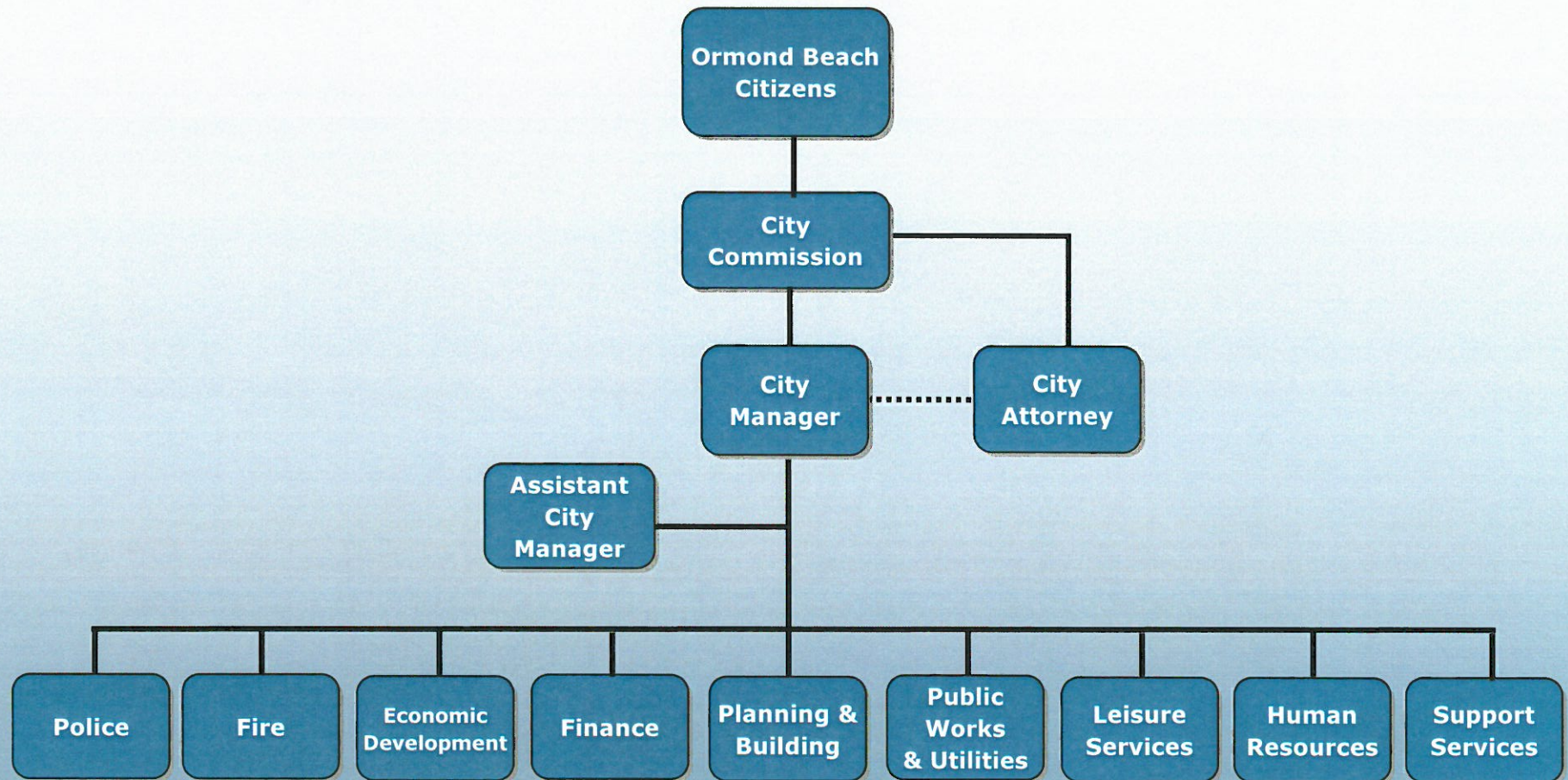
The median age of the City's residents is 48.7. Approximately 42% of households include someone over the age of 65. Median income is \$62,243 with 32% of citizens having achieved a higher education (Bachelor or Master degree).

City of Ormond Beach Mission Statement



To ensure Ormond Beach is one of the most attractive, stimulating and innovative communities in Florida, while protecting our rich history and maintaining our unique charm. Boasting an environment where our children can thrive, with a prosperously diverse and balanced economy. All the while, delivering exceptionally responsive service to our citizens and cultivating the highest quality of life.

City of Ormond Beach Organizational Chart



This is to certify that this is the official organizational chart of the City of Ormond Beach referred to in Article II, Chapter 2, of the City of Ormond Beach, Florida, *Code of Ordinances*, adopted by Resolution No. 2016-154 on November 1, 2016.



Ed Kelley
Ed Kelley, Mayor

J. Scott McKee
J. Scott McKee, City Clerk



City of Ormond Beach

FY 2021-2022 Proposed Budget

City Manager's Budget Message

To: The Honorable Mayor and City Commission
From: Joyce Shanahan, City Manager
Date: July 9, 2021
Subject: FY 2021-2022 Recommended Proposed Budget

In accordance with the Charter, I am pleased to present for your consideration the City Manager's proposed budget for the Fiscal Year, beginning on October 1, 2021 and ending September 30, 2022. The annual budget is the City's basic financial guide. It is the primary governing document that provides both a history of prior financial activities and future expenditures. As in prior years, the budget is based upon long-term financial trends that are regularly monitored, including various consumer price indexes for inflation, construction and energy, as well as health insurance rates, labor union contracts, and employee turnover ratios, all of which impact the budget.

Total City Budget – All Funds (all dollars in millions)				
	<u>FY 2022</u>	<u>FY 2021</u>	<u>\$ Dollar Change</u>	<u>% Percent Change</u>
Revenues	\$101.72	\$96.50	\$5.22	5.41%
Expenses	\$101.72	\$96.50	\$5.22	5.41%
<u>10/1</u> Beginning Fund Balance	\$29.09	\$30.35	-\$1.26	-4.14%
<u>9/30</u> Ending Fund Balance	\$25.02	\$29.09	-\$4.07	-14.00%

The annual budget review process typically begins with a Financial Trends workshop each spring. Due to the COVID-19 pandemic, this year's workshop, presented by Dr. Sean Snaith from the University of Central Florida's Institute for Economic Forecasting, addressed the projected post-pandemic Florida economy. This was followed by a review process of various city boards including the Leisure Services Advisory Board, Quality of Life Advisory Board, and the Budget Advisory Board. This Commission Budget Workshop marks the last step in the budget process before a formal draft budget is prepared. It provides an opportunity for the City Commission, together with the Budget Advisory Board, the city manager, and senior staff, to get together to review projects, discuss needs and future ideas.

For the coming fiscal year, we anticipate \$96.5 million in revenues and \$101.72 million in expenditures with no appropriation from reserves for operating expenses. There is \$5,222,352 appropriated in capital fund reserves, which includes \$5,105,645 in funding from existing capital fund balances, money saved for this purpose. This budget includes \$15,927,027 in capital projects and acquisition of new vehicles and equipment, most of which are funded from our dedicated capital funds, which allows us to pay as we go to repair, replace and innovate without borrowing money.



City of Ormond Beach FY 2021-2022 Proposed Budget

City Manager's Budget Message

The proposed budget continues the City Commission's long legacy of careful fiscal management while being mindful of the needs of our residents and business community. The City Commission continues to hold staff accountable to actively pursue new ideas and better ways to get the job done while remaining steadfast in providing the highest quality services to our community.

As Travel Weekly stated *"...Ormond Beach is the kind of place many people are searching for and are still surprised to find in Florida. It is small scale, manageable, and quaint."* The City of Ormond Beach is well recognized for our remarkable quality of life, beautiful beaches, vibrant downtown, attractively landscaped corridors, manicured parks and ballfields, thriving businesses, and a healthy business environment. Dozens of companies headquartered in Ormond Beach produce products known the world over for quality and reliability. It is for all these reasons Ormond Beach is known as Central Florida's Preferred Business Address.

The City of Ormond Beach has a long-established history of fiscal responsibility and stability and as a result, even during unprecedented events like COVID-19, there was limited interruption to City Services, and minimal impact to the general fund revenue. Despite the pandemic, revenues are trending toward Pre-COVID-19 levels, allowing us to remain a consistent, reliable, and dependable service provider to our residents and business community.

The General Fund revenues budget for FY 2021-22 totals \$37,753,928. This is an increase of \$2,625,213 or 7.47% when compared to the budget for the prior fiscal year budget. Revenue projections for sales tax are rebounding well and are expected to be stable in FY 2021-22. The most significant revenue source in the General Fund budget is ad valorem taxes in the amount of \$13,280,820, which is based on the current millage rate of 4.0308, reflecting no change from the prior year. Although the current rate is maintained, ad valorem property tax revenue will increase as a result of the 5.53% increase in Ormond Beach's property values. Homesteaded residential properties are capped at 3% or the CPI index, whichever is *less*. Inter-governmental Revenue is also a significant funding source and has increased as a result of one-time federal aid related to COVID-19, amounting to \$4.9 million. The Operating Budget for FY 2021-22 totals \$85,797,439 and the Capital Improvement Budget totals \$15,927,027 for the first year of its 5-year plan, totaling \$101,724,466.

The projected unassigned fund balance in the General Fund at the end of the Fiscal year FY 2020-2021 is budgeted to be \$6.3 million bringing unassigned fund balance to 19.16% of expenditures above the target minimum of 15%.

While the economic outlook remains strong, we continue to adhere to our conservative approach to the budget by managing costs without compromising the services that add value and serve our residents and businesses.

This budget follows the Commission direction focusing on three of the City's strategic Issues from its 2019 Strategic Plan: 1) Public Safety, 2) Transportation and 3) Water Quality and Environment.



City of Ormond Beach

FY 2021-2022 Proposed Budget

City Manager's Budget Message

- **Public Safety:**

- **Goal:** *Provide a safe and secure city that maintains a sense of security and responsiveness for all residents.*
- **Priority Objective:** *Develop a long-range plan for the purchase of emergency vehicles and equipment.*
- **Implementation:** This proposed budget contains a dedicated millage for the creation of a capital equipment fund for Public Safety, approximately 16 cents per tax dollar (0.1580 mills or \$626,225 dollars). The establishment of this fund will provide for a long-term revenue source for these essential services. This budget purposes to fund the replacement of 6 new patrol cars, 2 specialty units and one motorcycle, 2 commercial dryers for Fire Dept turnout gear and communication headsets for two fire trucks. In addition, this fund will pay for the lease-purchase payments for two pumpers purchased in 2020. Staff is also proposing to transfer former CARES act funding to this new Public Safety Fund for the replacement of the public safety radio system.

- **Transportation:**

- **Goal:** *Develop and maintain a balanced, efficient and safe transportation system.*
- **Priority Objective:** *Increase funding for transportation for local road rehabilitation to increase the rate at which local roadways are rehabilitated.*
- **Implementation:** This proposed budget contains \$750,000 for road rehabilitation up 150% from \$500,000 in the previous year to allow more dollars for roadway resurfacing and to adjust funds for inflation costs related to construction materials, including asphalt.

- **Water Quality and the environment:**

- **Goal:** *Maintain the City's environmental stewardship by reducing negative impacts of pollutants to water bodies.*
- **Priority Objective:** *Increase funding for water and water reclamation infrastructure to ensure our facilities operate at optimal capacity and efficiency.*
- **Implementation:** This proposed budget contains \$6,988,500 an increase of \$2.91 million from FY 2020-2021, for essential capital infrastructure repair, replacement and improvement projects that ensure the City remains a good environmental steward of our water bodies and their tributaries. Staff is recommending the use of American Rescue Plan Act in the amount of \$4.9 million to fund a portion of the proposed projects.



City of Ormond Beach FY 2021-2022 Proposed Budget

City Manager's Budget Message

The millage rate will generate \$865,856 in additional funds of which \$626,225 is recommended to be dedicated to the establishment of a new capital equipment fund, earmarked exclusively for the necessary replacement of public safety vehicles and equipment. The proposed budget provides \$250,000 in additional funds for transportation. Lastly, this budget recommends the use of American Rescue Plan Act funding totaling \$4.9 million be dedicated to water and water reclamation capital projects, which benefit the entire community.

The City continues to operate in a fiscally conservative manner and this budget is no exception. The proposed budget continues this fiscal policy of taking on no new debt. Based upon the proposed budget, it is projected that we will end the FY 2022 year with fund balances totaling \$25.02 million. With the projected fund balances, we remain consistent with the auditor's prior evaluation of our financial position including General Fund reserves, projected at 19%. Ormond Beach remains financially strong.

This proposed budget serves the citizens of the community well by providing the funds necessary to maintain and improve infrastructure, ensure qualified and responsive fire and police protection, and provide amenities that define our community through committed, dedicated, and exceptional employees that remain steadfast in our goal to provide the highest quality service.

Respectfully Submitted

Joyce Shanahan

Joyce Shanahan
City Manager

Budget Assumptions

Revenues

1. Conservative revenue estimates are utilized to allow for unanticipated changes in collection levels or economic deterioration. In the case of revenues distributed by the State such as sales tax and municipal revenue sharing, revenue estimates are based on information provided by the Legislative Committee on Intergovernmental Relations and the City's historical trends.
2. The budget was prepared using an operating millage rate of 3.9128 mills. The total millage, including debt, is 4.0308.
3. The budget includes a 3% increase in Leisure Service fees.
4. The budget was prepared without using General Fund Reserves for ongoing operations.

Expenditures

1. As a service provider, employee costs account for a significant portion of the City's budget. The budget has been prepared according to the following assumptions:
 - a. Retirement contributions – Necessary funding for retirement benefits has been included and is based upon the most recent annual actuarial evaluation. Total contributions amount to \$3.73 million, a reduction of 9.63%.
 - b. A health insurance premium – The budget provides for estimated increases in healthcare cost and includes the continuation of the annual healthcare incentive.
2. Personnel changes include the following:
 - a. The budget includes the addition of four full-time positions: Two Police Officers, an additional Victims' Advocate and an additional Building Inspector.
3. General fund contributions to outside agencies (not for profit) are as follows:

<u>Agency</u>	<u>Amount</u>
Crime Stoppers	\$ 600
Early Learning Coalition	\$ 7,440
Operation Caring Through Sharing	\$1,488
Homeless Initiative	\$82,000

Cost allocation/Transfers

The City's Engineering Division provides services to capital project funds such as Transportation, Stormwater, General Capital Improvements and Water/Wastewater. The cost allocation plan provides for a direct department charge in lieu of an interfund transfer resulting in more complete financial disclosure. Similarly, the Fleet division provides services for other departments and costs are allocated accordingly.

Tax Rate

Although the operating tax rate will be advertised, per Florida statute, as an increase of 4.70% above the rolled back tax rate, the total millage is equal to the current millage rate. The impact on individual property owners will be dependent upon the change in their taxable value but will most likely result in a decrease in the City tax bill.

Budget Advisory Board Recommendation

The Budget Advisory Board reviewed the proposed FY 2021-22 budget on June 23rd and recommends adoption as presented.

Strategic Goal Setting & Financial Planning Process

The strategic goal setting and financial planning process consists of the following components:

- City Commission Strategic Planning Workshop.
- Financial Trends Workshop.
- Capital Improvement Workshop.
- Proposed Budget Workshop.

Strategic Planning

The City of Ormond Beach, population 40,000, is a beachside community on the east coast of Central Florida that prides itself on providing a high quality of life for all. As nearby communities have transformed into densely populated and congested areas, Ormond Beach has strategically managed growth to retain its charm and character. Instrumental in this effort is the city's long history of engaging residents to help shape their community.

In 2015, as economic recovery started to gain momentum, the city conducted two community workshops in which Ormond Beach residents shared their dreams and aspirations for the future of the city. Because of the importance in gathering input at this critical time, the city launched a partnership with the Florida Institute of Government at the University of Central Florida to facilitate the workshops called "community conversations." The facilitator summarized the information from the workshops and incorporated it into the City Commission's formal strategic planning process.

Utilizing this information, key strategic goals were developed and tracked through the City Commission agenda process. In 2016 & 2017, working again with UCF, the City Commission evaluated the progress of and updated the key strategic goals.

In 2018, the City of Ormond Beach conducted an extensive citizen engagement process, The OB Life, to fully engage the community to help determine the kind of city Ormond Beach would be in the future. A series of six community forums were held addressing community development; transportation and livable communities; environment and water quality; public safety; leisure and culture; and economic development. Nearly 700 people attended the meetings where they heard presentations from 17 speakers, participated in small group discussions, and posed more than 600 questions which are all answered by city staff and posted on the city's website. This comprehensive process provided community education and gathered valuable input that guided the discussions of the Mayor and City Commissioners during the strategic planning workshop held on February 27, 2019, which was also attended by the City Manager, City Attorney and the city's senior staff.

Using the information gathered from participants in The OB Life series, the Commissioners identified strategic issues the city should address along with specific objectives for the city to accomplish in the next few years. The final activity of the workshop was for the City Commission to select and refine priority objectives for implementation.

Following is a summary of the discussions and conclusions reached at the workshop.

GOAL AREA: COMMUNITY DEVELOPMENT

GOAL STATEMENT:

To ensure the charm and rich history of our community is well maintained through orderly development and redevelopment utilizing existing infrastructure, including utility service areas outside the City's municipal boundaries.

Priority Objective:

Develop an annexation policy for future growth

Progress Measures:

- Number of parcels available for voluntary annexation
- Number of parcels in Volusia County ISBA area suitable for annexation
- Number of properties outside city limits with water and sewer agreements
- Development of annexation policy
- Execution of annexation agreements
- Analysis of service delivery costs

Other Objectives:

Complete Downtown Master Plan Update

Identify and develop strategies to deal with future impacts of Daytona Beach development that borders the south side of SR40 West

GOAL AREA: ECONOMIC DEVELOPMENT

GOAL STATEMENT:

To ensure the economic health and vitality of the City of Ormond Beach by providing an environment allowing businesses to thrive through retention, expansion, and attraction.

Priority Objective

Continue attracting and retaining high wage jobs/businesses to the city—development of Ormond Crossings

Progress Measures:

- Number of Business Recruitments
- Number of Business Expansions
- Number of Business Retentions

Other Objectives

Identify and develop pad ready sites at airport and Ormond Crossings

Negotiate with County to expand CRA along AIA to Daytona Beach

Construct open access road between Business Park and Pineland Trail

Continue economic development incentive program

Develop PILOT (Payment in Lieu of Taxes) Policy

GOAL AREA: GOVERNANCE

GOAL STATEMENT:

To build and maintain strong governance practices internally and externally through continued civic engagement efforts with residents, effective management and operational policies, and strategic partnerships with other governments and agencies to support the city's directions.

Priority Objective

Improve public information outreach—social media and other methods

Progress Measures:

- Hire Public Information Officer—June 2019
- Develop Social Media Strategy– August 2019
- Increased social media engagements—December 2019

Develop multi-year employment agreements with all three bargaining units

Progress Measures:

- New three-year agreements with the City's union

Make Ormond Beach a pet-friendly community—create an anti-tethering ordinance

Progress Measures:

- Anti-Tethering Ordinance Adopted

Other Objectives

Utilize Supervisor of Elections Office for campaign reporting—develop policy

Explore acquisition of new agenda management system and ADA accessibility compliance

Continue legislative advocacy program—Home Rule

GOAL AREA: PUBLIC SAFETY

GOAL STATEMENT:

To provide a safe and secure city that maintains a sense of security and responsiveness for all residents; by protecting and serving our community through the provision of effective, efficient and responsive emergency services.

Priority Objective

Complete feasibility study and identify funding options for new Police Station/Emergency Operations Center

Progress Measures:

- Completion of feasibility study—September 2019
- Completion of space needs analysis—January 2020
- Identify funding options—January 2021

Work with private sector to bring emergency services back to beachside

Progress Measures

- Identify community needs
- Identify available locations
- Meet with medical provider

Other Objectives

Purchase latest and up-to-date equipment for all first responders

Develop a long-range plan for purchase of emergency equipment and vehicles

GOAL AREA: QUALITY OF LIFE

GOAL STATEMENT:

To ensure Ormond Beach remains the crown jewel of central Florida, by providing for the quality, quantity and variety of passive and active recreation areas and facilities to serve the needs of our community.

Priority Objective

Update parks/recreation master plan including LED lighting, linear parks, and Central Park Expansion

Progress Measures

- Prepare Request for Proposals and award contract for Parks and Recreation Master Plan Study – May 2020
- Identify areas for Central Park expansion—September 2020
- Evaluate LED lighting projects for FY 2020-2021 CIP
- Evaluate Linear Parks for FY 2021-2022 CIP

Other Objectives

Complete Cassen Park Upgrade

Expand Activities at the Environmental Discovery Center

- Explore feasibility/funding for concrete pier, seek partners
- Complete feasibility/funding option for proposed uses of the church property
- Explore grant opportunities to restore and preserve Chief Tomokie Statue

Bring back Santa Land at The Casements

GOAL AREA: TRANSPORTATION

GOAL STATEMENT:

To develop and maintain a balanced, efficient and safe transportation system incorporating multi-modal strategies while working in conjunction with partners, including, other cities, county, and regional organizations, as well as state and federal partners.

Priority Objective

Work with County, State and Daytona Beach to develop Hand Ave. Extension

Progress Measures

- Include Hand Ave Extension in TPO 5 Year Plan
- FDOT Conduct preliminary design & environmental assessment
- FDOT Approve budget appropriation for design & engineering
- FDOT Approve budget for construction

Other Objectives

Add double left turn lanes on Beach Street going east onto Granada Blvd.

Redesign and rebuild I-95/US1 Interchange.

Continue implementation of adaptive signalization system

Increase multi-modal transportation options—Virgin Train station, bike paths, ferry and pedicabs

GOAL AREA: WATER QUALITY & ENVIRONMENT

GOAL STATEMENT:

To maintain the City's environmental stewardship by reducing negative impacts of pollutants to waterbodies, such as the Halifax and Tomoka Rivers and their tributaries that decrease the quality of life of Ormond Beach residents.

Priority Objective

Septic to sewer - invest \$1M in phase one —Design and permitting of 700 homes on the North Peninsula

Progress Measures

- Include funding for design for Septic to Sewer in FY 2019-2020 CIP
- Present needs at State Local Legislative Delegation Meeting in September 2019
- Seek Legislative appropriation for design costs, March 2020
- Seek St. John's River Water Management Grants, March 2020

Other Objectives

Development of fertilizer ordinance

Expand reclaimed water system to other areas based upon availability and participation.

Educating and eliminating use of plastics—straws, bottles, etc.

Capital Improvement Program Workshop

After the completion of strategic goal setting and financial trend analysis, the City develops the capital improvement program and presents it to the City Commission at a workshop.

The City's Five-Year Capital Improvements Program represents a substantial effort to identify and schedule capital investments for a multi-year period. Departments submit capital improvement requests to the Finance Director (capital projects with a cost of \$25,000 or greater). The Finance Director and City Manager meet with departments to discuss their requests. The Leisure Services Advisory Board, Quality of Life Board, Aviation Advisory Board, and Public Works Board also provide recommendations for consideration. The proposed capital improvement plan is reviewed and finalized by the City Commission during a workshop in June. Projects recommended for funding in the next fiscal year are incorporated into the proposed annual budget. The CIP workshop focuses on the following areas:

- Developing a consensus with respect to appropriating the necessary funding for the upcoming budget years.
- Developing a consensus on the level of funding for property tax supported projects included in the following categories: Facilities Renewal and Replacement, General Capital Improvement and Transportation. Also discuss the addition of a dedicated millage for General Vehicle Replacement.
- Projects included in the CIP will be funded based on one or more of the following factors with maintenance or upgrade of existing facilities being the highest priority:
 - Involves necessary or planned maintenance, renovation or construction of an existing facility, equipment or infrastructure.
 - Reflects a prior multi-year commitment previously approved by the City Commission.
 - Enhances the use or appearance of an existing facility or City-maintained public area.
 - Included in a previous Master Plan or conceptual plan previously considered and endorsed or reviewed by the City Commission.

Budget Development and Workshop

Departments submit annual budget requests (personnel and operating) to the Finance Director in April. Department requests are reviewed by the City Manager and Finance Director. Thereafter, the proposed budget is provided to the City Commission for review prior to the budget workshop held in mid-July. This workshop is a culmination of the aforementioned planning workshops. Changes to the proposed budget and tax rate are discussed during this workshop. The tentative tax rate is approved by the City Commission during a regular meeting in July. The final tax rate and budget are approved by the City Commission in September.

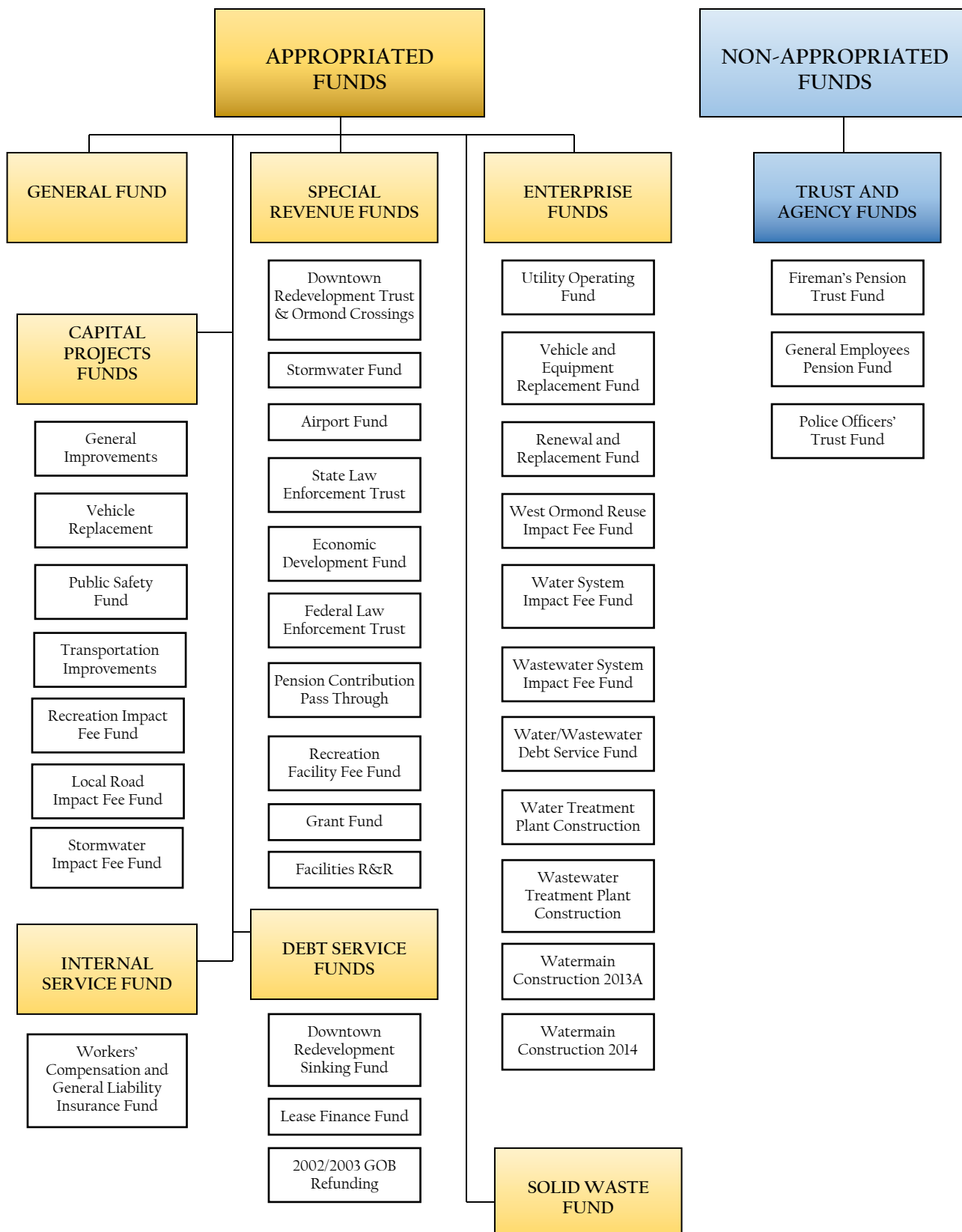
POLICIES
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BUDGET CALENDAR

DATE	ACTIVITY
June 4	Budget Requests due from Depts.
June	Budget Review Meetings with City Manager
June 18	Capital Improvement Plan & Draft Budget submitted to City Commission
July 1	Certification of taxable value submitted to City
July 8	Budget document submitted to City Commission
July 13	Operating Budget Workshop
July 20	Approval of tentative millage levy at regular City Commission meeting (7:00 at City Commission Chambers)
September 8	First Public Hearing to adopt proposed millage rates and budget
September 22	Second and Final Public Hearing to adopt Final millage rates and budget.

FUND STRUCTURE



MAJOR FUNDS

GOVERNMENTAL FUND TYPES

1. **General Fund** - The General Fund is the general operating fund of the City. It is used to account for all financial resources, except those required to be accounted for in another fund.
2. **Special Revenue Funds** - Special Revenue Funds are used to account for the proceeds of specific revenue sources (other than major capital projects) that are legally restricted to expenditures for specified purposes.
 - **Downtown Redevelopment Trust and Ormond Crossings Funds** - Used to account for tax increment proceeds received by the City within a specific district authorized by state statute.
 - **Stormwater Drainage Utility Fund** - The fund's purpose is to provide maintenance to the City's existing stormwater drainage system. Revenues are provided from user charges assessed to utility customers.
 - **Municipal Airport Fund** - The fund accounts for the financial activities of the Ormond Beach Airport. The airport was deeded to the City in 1959. The agreement restricts the use of the land and revenues derived from aviation related purposes. The airport is funded through rentals and lease revenues, grant revenues and transfers from the General Fund.
 - **Local Law Enforcement Trust Fund** - Used to account for proceeds generated by confiscation activities of the Police Department. Expenditures are restricted for law enforcement purposes only.
 - **Economic Development Fund** - This fund accounts for the City's proceeds of land sales and development costs associated with the City's airport business park.
 - **Federal Law Enforcement Trust Fund** - Used to account for proceeds generated by confiscation activities of the Police Department. Expenditures are restricted for law enforcement purposes only.
 - **Pension Contribution Pass Through** - Used to account for State contributions to the Police and Fire pension funds.
 - **Recreational Facility Use Fee Fund** - This fund accounts for impact fees assessed against users of recreation and cultural facilities within the City. Use of these funds is limited to expansion of those facilities.
 - **Grant Funds** - This fund accounts for proceeds of federal and state financial assistance and related capital expenditures.
 - **Facilities Renewal and Replacement** - This fund accounts for dedicated tax revenue used to maintain City facilities.
3. **Debt Service Funds** - Debt Service Funds are used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest and related costs.

- **Financing Debt Service Fund** - This fund records principal and interest payments on various capital lease and notes payable obligations. Revenue sources include interest on investments and transfers from the General Fund.
 - **2002 General Obligation Debt Service Fund** - This fund records principal and interest payments on Series 2002 General Obligation Bonds. Revenues include ad valorem property taxes and interest on investments.
 - **2003 General Obligation Debt Service Fund** - This fund records principal and interest payments on Series 2003 General Obligation Bonds. The proceeds of this debt issue were utilized to construction Fire Station #92. Revenues include ad valorem property taxes and interest on investments.
 - **2004 Revenue Bonds** - This fund records principal and interest payments on Series 2004 Revenue Bonds. The proceeds of this bond issue were used to construct Fire Station #91.
 - **2010 General Obligation Debt Service Fund** - This fund records principal and interest payments on Series 2010 General Obligation Bonds. The proceeds of this debt issue were utilized to construction a beachfront park
4. **Capital Projects Funds** - Capital Projects Funds are used to account for financial resources to be used for equipment replacement or the acquisition or construction of major capital facilities (other than those financed by proprietary funds and trust funds).
- **Capital Improvement Fund** - This fund is used to account for capital assets acquisitions and construction from general government resources and intergovernmental grants.
 - **Equipment Renewal and Replacement Fund** - This fund accounts for replacement of existing capital assets provided by general government resources.
 - **Public Safety Vehicle & Equipment Fund** - This fund accounts for replacement of vehicles and equipment for public safety provided by general government resources.
 - **Transportation Improvements Fund** - This fund is used to account for transportation related capital infrastructure acquisition and construction from general government resources.
 - **Recreation Facilities Impact Fee Fund** - This fund accounts for impact fees assessed and collected against new construction activities. Use of funds is restricted for expansion of existing recreational facilities or construction of new recreational facilities.
 - **Local Roads Impact Fee Fund** - This fund accounts for impact fees assessed against new construction activities. Use of these funds is restricted for expansion of existing local roadway links or construction of new local roadways.
 - **Stormwater Drainage Impact Fee Fund** - This fund accounts for impact fees assessed against new construction activities. Use of these funds is restricted for expansion of existing stormwater management facilities or construction of new stormwater management facilities.

PROPRIETARY FUND TYPES

1. **Enterprise Funds** - Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private business enterprises--where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or

services to the general public on a continuing basis be financed or recovered primarily through user charges; or where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

- **Water and Wastewater Fund** - This fund is used to account for general water and sewer operations. The primary source of funding is user charges to water and sewer customers.
 - **Water and Wastewater Vehicle and Equipment Replacement** - This fund accounts for replacement of existing vehicles and equipment for the benefit of Water and Wastewater.
 - **Water and Wastewater Renewal and Replacement** - This fund accounts for replacement of existing capital assets for the benefit of Water and Wastewater.
 - **Water and Wastewater Debt Service** - Used to account for principal and interest payments resulting from the issuance of revenue bonds and other forms of debt.
 - **West Ormond Reuse Impact Fee** - This fund accounts for impact fees assessed against new construction activities. Use of these funds is restricted for expansion and construction of reuse facilities.
 - **Water Impact Fee** - This fund accounts for impact fees assessed against new construction activities. Use of these funds is restricted for expansion and construction of water facilities.
 - **Wastewater Impact Fee** - This fund accounts for impact fees assessed against new construction activities. Use of these funds is restricted for expansion and construction of wastewater facilities.
 - **Water Treatment Plant Construction** - This fund accounts for the construction costs associated with the expansion of the water treatment plant.
 - **Wastewater Treatment Plant Construction** - Used to account for the construction costs associated with the rehabilitation and expansion of the wastewater treatment plant and wastewater system.
 - **Watermain Construction 2013A** - This fund accounts for construction costs associated with the first phase of the 2 inch watermain replacement program.
 - **Watermain Construction 2014** - This fund accounts for construction costs associated with the second phase of the 2 inch watermain replacement program.
 - **Solid Waste Fund** - Used to account for activities associated with the removal of trash and debris. Expenditures are funded through user charges to customers.
2. **Internal Service Fund** - The Internal Service Fund is used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the City, or to other governments, on a cost-reimbursement basis.
- **Workers Compensation Fund** - This fund is used to account for expenditures associated with providing workers compensation coverage to employees.
 - **General Liability Insurance Fund** - This fund is used to account for expenditures associated with providing general liability coverage to employees.

FIDUCIARY FUND TYPES

- I. **Trust and Agency Funds** - Trust and Agency Funds account for assets held by the City in a trustee capacity or as an agent for individuals, private organizations, other governments, and/or other funds. *These funds are not included in the adopted budget.*
 - **Firemen's Pension Fund** - Used to account for employee and employer contributions towards the Firemen's pension fund.
 - **Police Officer's Pension Fund** - Used to account for employee and employer contributions towards the Police Officer's pension fund.
 - **General Employee's Pension Fund** - Used to account for employee and employer contributions towards the General Employee's pension fund.

FINANCIAL POLICIES

The accounting policies of the City of Ormond Beach conform to generally accepted accounting principles as applicable to governments. The following is a summary of the most significant accounting and budgeting policies.

FUND ACCOUNTING

The accounts of the City are organized on the basis of funds and account groups, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures, or expenses, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. The purposes of the City's various funds and account groups are as follows:

1. BASIS OF BUDGETING

The *basis of budgeting* for all funds is the same as the basis of accounting noted below.

2. BASIS OF ACCOUNTING

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

All Governmental Funds are accounted for using the modified accrual basis of accounting. Under the modified accrual basis, revenues are recognized when they become measurable and available as net current assets. Revenues that are susceptible to accrual include taxes, intergovernmental revenues, charges for services and investment earnings. Expenditures are generally recognized under the modified accrual basis of accounting when the related fund liability is incurred. Exceptions to this general rule include principal and interest on general long-term debt which are recognized when due.

All Proprietary Fund Types and Pension Trust Funds are accounted for using the accrual basis of accounting. Their revenues are recognized when earned and expenses are recognized when incurred.

BUDGET POLICIES

1. BALANCED BUDGET

The City will adopt a balanced budget annually. A balanced budget occurs when revenues plus use of available fund balance equals expenditures with individual funds.

2. BUDGET TRANSFERS AND AMENDMENTS

➤ Administrative Approval of Intra-departmental Budget Transfers

Any budget transfer between line item expenditures accounts (personal service, operating, and capital outlay) that does not increase or decrease the approved total appropriation of a department within the same fund and is less than \$25,000 shall be reviewed by the Budget Director and approved by the City Manager or his designee.

➤ Commission Approval of Budget Transfers

The following budget transfers shall be approved by a majority vote of the City Commission:

- Transfers of \$25,000 or more
- All interfund transfers

➤ Commission Approval of Budget Amendments

The following budget amendments shall be approved by Resolution by a majority vote of the City Commission:

- Recognition of non-budgeted and unanticipated revenues received during the fiscal year.
- Any increase or decrease in appropriated fund balance.
- Any increase or decrease in the total approved appropriation of a fund.

REVENUE GUIDELINES

The City employs the following revenue guidelines as part of the budget development process:

1. The General Fund operating budget millage rate will be based on a 96% tax collection rate as computed against the Current Year Gross Taxable Value as shown on Form DR-420 provided to the City by the Volusia County Property Appraiser.
2. The City will annually review Charges for Service to ensure that the fee structure, at a minimum, maintains the current level of cost recovery.
3. Ensure that fees charged in enterprise operations are calculated at a level that will support all direct and indirect costs of the enterprise.
4. Ensure that the basis for computing indirect cost allocations are reviewed annually and are based on prudent and defensible assumptions.
5. Revenue projections for all major non-ad valorem revenue sources will be based on prudent trend analysis that considers current and projected economic conditions. Budget projections for State-shared revenues will consider State of Florida estimates that are contained in the Local Government Financial Information Handbook as one of several factors for determining final revenue estimates.
6. Ensure that the City does not accept any revenue source whose terms of acceptance or collection may adversely affect the City.
7. The use of revenues which have been pledged to bond holders will conform to bond covenants which commit those revenues.
8. The undesignated fund balance in the General Fund will be maintained at no less than 15% of the total General Fund budget exclusive of budgeted reserves for contingency.
9. Water and Wastewater Impact fees will be set at a level that recovers the highest percentage of the cost of future capacity as permitted by law.
10. In financing capital improvements through the use of General Obligation Bonds, the City shall limit outstanding indebtedness to no more than 5% of current gross taxable value.

APPROPRIATION GUIDELINES

1. The City Commission adopts the annual budget at the fund level, whereas department managers prepare their respective budgets at the program level and allocate appropriations to specific line items in order to provide services at the current level of service.
2. Personal services are estimated based on collective bargaining provisions governing salary adjustments, whereas salary adjustments for non-bargaining unit employees are based on parameters defined by the City Manager and approved by the City Commission. Pension amounts are based on the defined level of funding as determined by the city's actuary. Health insurance premiums for employee coverage are estimated based on current market conditions that affect annual premium adjustments.
3. The emphasis in preparing the annual budget is on the development of performance outcomes and the relationship of those outcomes to providing the current or enhanced level of service and the budget resources needed to accomplish the identified service level.
4. The budget request for all programs will include an itemized list of capital equipment with a unit value of \$5,000 or more and a separate line item appropriation for vehicle depreciation that will fund future replacement of city vehicles and heavy equipment based on the vehicle replacement schedule developed by the Fleet Manager and Finance Director.
5. Annually, the City Manager will have a comprehensive Five Year Capital Improvements Program (CIP) developed for review and approval by the City Commission. The Five Year CIP will identify and schedule priority capital improvements and provide recommended financing and the estimated operating budget impact for each project.
6. The level of classification detail at which expenditures may not legally exceed appropriations is the fund level. Department Directors and Division Managers are held accountable for their respective budgets at the program level.
7. Encumbrances outstanding at year-end represent the estimated amount of the expenditures ultimately to result if unperformed contracts/receipt of goods or services in process at year-end are completed. Such encumbrances do not constitute expenditures or liabilities, but rather reservations of fund balance for subsequent years' appropriation.
8. Debt service millage will be set at levels which will generate sufficient revenue to make all required principal and interest payments.

CITY OF ORMOND BEACH FUND BALANCE POLICY

1. INTRODUCTION

Sound financial principles dictate that adequate fund balance will be maintained in order to reduce the risks associated with revenue shortfalls, natural disasters, and unanticipated expenditures. As such, the City hereby establishes a Fund Balance policy in accordance with Governmental Accounting and Standards Board Statement (GASB) No. 54.

2. FUND BALANCE CLASSIFICATIONS

- **Non-Spendable Fund Balance** - Amounts that cannot be spent because of the following reasons:
 - not in spendable form
 - legally or contractually required to be maintained intact. Non-Spendable Fund Balance includes items such as inventory, prepaid expenses, and long-term receivables.
- **Restricted Fund Balance** - Amounts constrained to being used for specific purposes by external parties. Examples of constraints on use of fund balance include those imposed by debt covenants, enabling legislation, and grantors.
- **Committed Fund Balance** - Amounts that can be used only for the specific purposes determined by formal action of the City Commission. The specific purpose may only be altered or removed by the City Commission taking the same formal action used to originally impose the constraint. The balance must be determined by the close of the fiscal year.
- **Assigned Fund Balance** - Amounts intended to be used for a specific purpose. The intended purpose may be determined by the City Commission, City Manager, or Finance Director.
- **Unassigned Fund Balance** - This classification represents any fund balance that has not been classified as non-spendable, restricted, committed, or assigned.

3. MINIMUM LEVEL OF UNASSIGNED FUND BALANCE (GENERAL FUND)

The City will attempt to maintain unassigned fund balance of 15% of budgeted annual expenditures for the current year in the General Fund. Unassigned fund balance in the General Fund which is in excess of the 15% target may be used for any purpose designated by the City Commission as set forth in the annual budget and subsequent budget amendments. The City will attempt to avoid use of unassigned fund balance for recurring expenditures.

If, after the annual audit, the unassigned fund balance is determined to be below 15%, the Finance Director will notify the City Commission. The Finance Director will provide a plan to reduce expenditures and/or increase revenues in order to restore the fund balance with a timeframe determined by the City Commission.

4. CLASSIFICATION OF FUND BALANCE (GENERAL FUND)

➤ Non-Spendable Fund Balance:

- Advances to Other Funds-Advances made by the General Fund to address negative balances in other funds.
- Prepaids
- Inventories

➤ Restricted Fund Balance

Restricted fund balance reserves in the General Fund consist of:

- Frazier Trust-Funds held by the City for use by the Ormond Memorial Art Museum to establish an endowment as stipulated in the final judgment entered by Judge Rouse on July 21, 1997.

➤ Committed Fund Balance

- Ormond Beach Sports Complex-Funds received from the Volusia County School Board in connection with an agreement dated October 21, 2008 and approved by the City Commission with Resolution 2008-202.

➤ Assigned Fund Balance

The City Commission hereby establishes the following assigned fund balance reserves in the General Fund:

- Assignment to Subsequent Year's Budget-Assigned fund balance may be designated for use in the subsequent year's budget by the City Commission, City Manager or Finance Director to appropriate a portion of unassigned fund balance for the purpose of eliminating projected deficits.

➤ Unassigned Fund Balance

The City Commission hereby establishes the following unassigned fund balance reserves in the General Fund:

- Revenue Stabilization - The City hereby establishes a budget stabilization fund of \$2 million. The budget stabilization fund will be utilized to ensure adequate funding is available to maintain services during periods of significant revenue declines (both anticipated and unforeseen). Furthermore, the reserve can be used to address unfunded mandates.

The use of budget stabilization reserves which may be appropriated in the subsequent year's budget is limited to \$1 million or 50% of the revenue stabilization fund balance available.

Use of unassigned fund balance will be authorized by the City Commission through approval of a budget ordinance in conjunction with the annual budget process or budget amendment.

- General Fund- The City will attempt to maintain unassigned fund balance of 15% of budgeted annual expenditures for the current year. This balance is in addition to the Revenue Stabilization fund balance.

5. SPENDING ORDER OF FUND BALANCES

Restricted amounts will be used first unless there is a legal prohibition to doing so. The City will then utilize committed fund balance followed by assigned fund balance. Unassigned fund balance will be used last.

The Revenue Stabilization balance will only be used to provide funding for existing services/programs and unfunded mandates when current revenues are insufficient. General Fund Unassigned Fund Balance will be used in all other cases which include funding for one-time expenditures/capital projects and increases in service levels/programming.

6. LEVEL OF AUTHORITY

Committed Fund balance may only be established and revised by approval of the City Commission. The remaining reserve levels and policies herein may be revised and approved by the City Manager or Finance Director.

7. EFFECTIVE DATE

This Policy took effect immediately upon adoption and will be applied beginning with the preparation of the City's September 30, 2011 Comprehensive Annual Financial Report and adoption of the City's Fiscal Year 2011-12 Budget.

CITY OF ORMOND BEACH PURCHASING POLICY

1. INTRODUCTION

This document serves to provide uniform purchasing procedures for all individuals authorized to make purchases on behalf of the City of Ormond Beach. Every employee involved in the purchasing process is required to adhere to the requirements of this document as well as Chapter 2, Article IX, Division 3 of the City of Ormond Beach Code of Ordinance which outlines the regulations applicable to procurement by City employees.

2. NEW VENDORS

The purchaser must submit the New Vendor Request form when making purchases from vendors who have not previously done business with the City.

3. PURCHASING PROCEDURES

- Purchases exceeding \$25,000 require issuance of an invitation to bid or RFP:
 - Bid/RFP specifications are to be submitted to the Purchasing Coordinator for review along with a Bid/RFP Request Approval form.
 - Once the specifications have been approved, the Purchasing Coordinator will advertise the bid/RFP and post to DemandStar.
 - All bids/RFP's and corresponding amendments will be provided exclusively through DemandStar unless other arrangements are approved by the Purchasing Coordinator.
 - Recommendations for award will be determined as follows:
 - For invitations to bid, the Contract Manager will determine the lowest qualified, responsive, and responsible bidder.
 - For RFP's, a review committee will determine which proposal is deemed appropriate for recommendation of award.
 - A recommendation for award (via a CM memo) will be prepared by the Contract Manager and submitted to the Finance Director for approval. Once approved, the CM memo will be forward to the City Attorney and City Clerk for placement on the appropriate agenda.
- Purchases \$2,500-\$25,000:
 - The purchaser will obtain three written quotations.
- Purchases \$501-\$2,499:
 - The purchaser will obtain three verbal quotations.
- Special Purchasing Issues:
 - Sole source procurement where there is only one source for the required item(s) or service(s).
 - The purchaser must submit a Sole Source Procurement form to the Purchasing Coordinator prior to making such purchases.
 - The Sole Source Procurement form will be posted on DemandStar for ten days prior to making such purchases.

- Emergency procurements may be authorized by the Finance Director when there exists a threat to public health, welfare or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances.
 - The purchaser must submit a memo to the Finance Director outlining the need to make an emergency purchase in advance of making such purchase.
- Change orders
 - If the cumulative value is less than \$25,000, City Commission approval is NOT required prior to the authorization of additional work. The City Commission will be notified upon completion of the project of the total change order amount.
 - If/when the cumulative value exceeds \$25,000, City Commission approval must be received prior to the authorization of additional work.

4. PURCHASE REQUISITIONS

- Purchase requisitions should be entered for ALL items/services with the following exceptions:
 - Travel reimbursement-In lieu of a purchase requisition, employees should submit a Travel Request Voucher and applicable supporting documentation prior to undertaking any travel. **An employee may elect to pay the cost of travel and receive reimbursement thereafter or have payment made directly to the appropriate vendors.**
 - Debt Service payments
 - Reimbursements to employees, civic organizations, entertainers
 - Refunds
 - Employee/Retiree benefit payments
 - Waste Management monthly disbursements
- Except as noted above, no purchases shall be made until a purchase requisition has been entered and all approvals have been received.
- Education reimbursement is first approved by submittal of the Education Reimbursement Request form. Once all necessary signatures have been obtained, a purchase requisition should be entered.
- All vendors who are provided services to the City must be licensed accordingly. It is the purchaser's responsibility to contact the City's building division and validate that the vendor has obtained all applicable business licenses.
- The purchaser is expected to verify that the vendor chosen has met the applicable insurance requirements as specified in Resolution 2011-116 dated 8/16/11.
 - Insurance requirements can be found in the New Vendor attachment.
 - Existing insurance certificates will be maintained by the Risk Manager and are available for review by the purchaser at S:\VendorInsurance

- If a valid insurance certificate is not available at S:\VendorInsurance, it is the purchaser's responsibility to obtain the necessary certificate(s) and email the certificate(s) to the Risk Manager.
 - Once the Risk Manager has received the necessary insurance certificate(s), she will approve the requisition.
- If the purchase requires obtainment of written quotations, the quotations must be emailed to the Purchasing Coordinator. All quotations (whether verbal or written) should be documented within the electronic purchase requisition.

5. REQUEST FOR PAYMENT

- Invoices submitted to the Finance Department for payment should include:
- Two signatures, one of which is a Department Head, Division Manager, or Supervisor/Foreman.
 - For purchases made with a purchase order:
 - Complete the receipts processing in Naviline.
 - Write the purchase order number on the invoice.
 - For purchases made without a purchase order, write the account number(s) on the invoice.
 - All invoices must be received by Tuesday at noon for payment on Friday of the same week.

6. CREDIT CARD USAGE

In the event a purchase can only be made via a credit card, the purchaser must first obtain the approval of the Finance Director and Purchasing Coordinator by submitting the Credit Card Approval form.

CITY OF ORMOND BEACH INVESTMENT POLICY

1. The City of Ormond Beach is hereby authorized to invest funds under its control, which are in excess of those funds required to meet short-term expenses, in the following instruments, and may divest itself of such investments, at prevailing market prices or rates, subject to the limitations stated:
 - a) The Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes;
 - b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
 - c) Savings accounts in state-certified qualified public depositories, as defined in Section 280.02, Florida Statutes;
 - d) Certificates of deposit in state-certified qualified public depositories, as defined in Section 280.02, Florida Statutes;
 - e) Direct obligations of the U.S. Treasury; and
 - f) Federal instrumentalities. Agencies and instrumentalities.
2. The securities listed in subparagraphs (c), (d), (e), and (f) of Paragraph 1 shall be invested to match investment maturities with known cash needs and anticipated cash-flow requirements.
3. This Investment Policy shall not apply to pension funds, trust funds, or funds related to the issuance of debt, provided that there are other existing policies or indentures in effect for such funds.

The complete policy can be found in the appendix of this document.

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BUDGET SUMMARY

ALL FUNDS SUMMARY

The FY 2021-22 budget includes total net appropriations of \$81.2 million

ALL FUNDS SUMMARY			
Description	Actuals FY 2019-20	Budget FY 2020-21	Budget FY 2021-22
General Fund (001)	34,500,783	35,128,715	37,753,928
Special Revenue Funds:			
Downtown Redevelopment Trust Fund (104)	1,546,030	1,319,515	2,129,601
Ormond Crossings Trust Fund (106)	-	232,533	255,461
Stormwater Utility Fund (107)	2,807,050	2,531,000	2,531,000
Airport Fund (108)	354,837	864,137	2,657,240
Local Law Enforcement Trust Fund (109)	134,926	100,000	65,800
Economic Development Fund (110)	48,306	2,055,000	-
State Law Enforcement Trust Fund (112)	-	-	-
Pension Contribution Pass Through Fund (113)	670,572	850,000	800,000
Recreation Facility Fee Fund (115)	11,351	41,600	41,600
Grants Fund (116)	1,009,861	25,000	-
Total Special Revenue Funds	6,582,933	8,018,785	8,480,702
Debt Service Funds:			
Financing Debt Service Fund (205)	559,350	706,111	730,798
2002 GOB Debt Service Fund (209)	-	-	-
2003 GOB Debt Service Fund (210)	111,417	116,208	114,934
2004 Revenue Bond Fund (211)	156,544	156,000	157,000
2010 Beachfront Park Bond Fund (220)	367,982	348,623	352,747
Total Debt Service Funds	1,195,293	1,326,942	1,355,479
Capital Improvement Funds:			
Capital Improvements Fund (301)	2,312,564	1,405,907	534,075
Equipment Renewal & Replacement Fund (302)	538,416	452,363	421,363
Public Safety Vehicle & Equipment Fund (305)	-	-	2,148,225
Transportation Improvements Fund (308)	1,539,305	2,287,088	2,835,677
Recreational Impact Fee Fund (310)	800,000	125,000	125,000
Local Road Impact Fee Fund (316)	-	60,000	60,000
Facilities Renewal & Replacement Fund (317)	895,324	502,317	693,000
Stormwater Impact Fee Fund (318)	-	25,000	25,000
Total Capital Improvement Funds	6,085,609	4,857,675	6,842,340
Water and Wastewater Funds:			
Water and Wastewater Fund (401)	20,793,689	22,931,895	21,810,055
Vehicle Replacement Fund (408)	208,015	164,000	200,000
Renewal & Replacement Fund (409)	5,299,787	4,807,000	7,627,865
Water/Wastewater Consolidated Debt Service Fund (414)	1,029,858	5,220,000	5,228,000
West Ormond Reuse Impact Fee Fund (433)	-	-	-
Water System Impact Fee Fund (434)	397,723	2,384,175	520,000
Wastewater System Impact Fee Fund (435)	1,434,564	400,000	400,000
Total Water and Wastewater Funds	29,163,636	35,907,070	35,785,920
Solid Waste Fund (460)	9,144,346	9,070,267	9,444,232
Workers Compensation Fund (502)	871,286	1,159,612	801,612
General Liability Fund (504)	1,382,400	1,183,853	1,260,253
TOTAL BUDGET APPROPRIATION	88,926,286	96,652,919	101,724,466
Less: Interfund Transfers	(10,941,419)	(16,456,970)	(16,025,406)
Fleet Operations (Internal Service Charges)	(1,316,960)	(1,233,777)	(1,380,289)
Engineering (Internal Service Charges)	(962,868)	(1,192,244)	(1,088,022)
Consolidated Insurance Fund (Internal Service Charges)	(2,657,877)	(2,343,465)	(2,061,865)
TOTAL NET BUDGET	73,047,162	75,426,463	81,168,884

BUDGET SUMMARY

BUDGET THREE YEAR SUMMARY CITY OF ORMOND BEACH, FLORIDA

REVENUES	Actuals FY 2019-20	Budget FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Taxes	22,822,852	22,807,694	23,815,350	1,007,656	4.42%
Licenses and Permits	6,980,013	6,649,850	6,808,950	159,100	2.39%
Intergovernmental Revenue	7,754,382	7,114,013	12,741,472	5,627,459	79.10%
Charges for Service	33,214,831	33,210,865	33,842,665	631,800	1.90%
Fines and Forfeitures	77,528	80,000	73,000	(7,000)	-8.75%
Miscellaneous Revenues	4,058,232	3,240,310	3,195,271	(45,039)	-1.39%
TOTAL SOURCES	74,907,837	73,102,732	80,476,708	7,373,976	10.09%
Transfers In	15,120,338	16,456,970	16,025,406	(431,564)	-2.62%
Bond Proceeds and Other Sources	0	6,943,217	5,222,352	(1,720,865)	-24.78%
TOTAL REVENUES, TRANSFERS AND BALANCES	90,028,175	96,502,919	101,724,466	5,221,547	5.41%
EXPENDITURES	Actuals FY 2019-20	Budget FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
General Government Services	10,124,906	10,368,543	11,219,005	850,462	8.20%
Public Safety	18,179,622	18,125,034	18,910,320	785,286	4.33%
Physical Environment	26,161,458	25,496,135	28,970,150	3,474,015	13.63%
Transportation	6,926,145	8,584,164	9,594,699	1,010,535	11.77%
Economic Environment	461,989	2,445,128	382,023	(2,063,105)	-84.38%
Human Services	117,127	316,528	191,528	(125,000)	-39.49%
Leisure Services	9,607,130	6,436,572	6,758,294	321,722	5.00%
Debt Service	6,406,490	6,537,023	6,572,123	35,100	0.54%
TOTAL EXPENDITURES	77,984,867	78,309,127	82,598,142	4,289,015	5.48%
Transfers Out	10,941,419	16,456,970	16,137,588	(319,382)	-1.94%
Contingency	0	1,736,822	2,988,736	1,251,914	72.08%
TOTAL APPROPRIATED EXPENDITURES, RESERVES AND BALANCES	88,926,286	96,502,919	101,724,466	5,221,547	5.41%

CHANGE IN FUND BALANCE

Description	Estimated Beginning Fund Balance	Budget Revenue FY 2021-22	Budget Expenditures FY 2021-22	Use of Fund Balance	Estimated Ending Fund Balance
GENERAL FUND (001)	10,987,261	36,115,221	37,753,928	1,638,707	9,348,554
<u>SPECIAL REVENUE FUNDS</u>					
DOWNTOWN REDEVELOPMENT TRUST FUND (104)	1,631,166	1,244,432	2,129,601	885,169	745,997
ORMOND CROSSINGS TRUST FUND (106)	541,485	255,461	255,461	-	541,485
STORMWATER UTILITY FUND (107)	7,643,507	2,531,000	2,531,000	-	7,643,507
AIRPORT FUND (108)*	(621,309)	2,593,549	2,657,240	63,691	(685,000)
LOCAL LAW ENFORCEMENT TRUST FUND (109)	88,248	-	65,800	65,800	22,448
ECONOMIC DEVELOPMENT FUND (110)	55,426	-	-	-	55,426
STATE LAW ENFORCEMENT TRUST FUND (112)	6,000	-	-	-	6,000
PENSION CONTRIBUTION PASS THROUGH (113)	-	800,000	800,000	-	0
RECREATION FACILITY FEE FUND (115)	385,195	41,600	41,600	-	385,195
GRANTS FUND (116)	16,574	-	-	-	16,574
TOTAL SPECIAL REVENUE FUNDS	9,746,292	7,466,042	8,480,702	1,014,660	8,731,632
<u>DEBT SERVICE FUNDS</u>					
FINANCING DEBT SERVICE FUND (205)	198,359	730,798	730,798	-	198,359
2002 GOB DEBT SERVICE FUND (209)	139,137	-	-	-	139,137
2003 GOB DEBT SERVICE FUND (210)	90,590	114,934	114,934	-	90,590
2005 REVENUE BOND FUND (211)	11,925	157,000	157,000	-	11,925
2010 BEACHFRONT PARK BONDS (220)	12,194	352,747	352,747	-	12,194
TOTAL DEBT SERVICE FUNDS	452,205	1,355,479	1,355,479	-	452,205
<u>CAPITAL PROJECT FUNDS</u>					
CAPITAL IMPROVEMENTS FUND (301)	976,182	534,075	534,075	-	976,182
EQUIPMENT RENEWAL AND REPLACEMENT FUND (302)	1,784,480	202,136	421,363	219,227	1,565,253
PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305)	-	-	2,148,225	-	-
TRANSPORTATION IMPROVEMENTS FUND (308)	2,675,547	1,824,658	2,835,677	1,011,019	1,664,528
RECREATION IMPACT FEE FUND (310)	223,561	125,000	125,000	-	223,561
LOCAL ROAD IMPACT FEE FUND (316)	1,132,848	60,000	60,000	-	1,132,848
FACILITIES RENEWAL & REPLACEMENT (317)	570,609	503,358	693,000	189,642	380,967
STORMWATER IMPACT FEE FUND (318)	544,894	25,000	25,000	-	544,894
TOTAL CAPITAL PROJECTS FUNDS	7,908,121	3,274,227	6,842,340	1,419,888	6,488,233

*Deficit is being funded through an advance from the General Fund

REVENUE HIGHLIGHTS

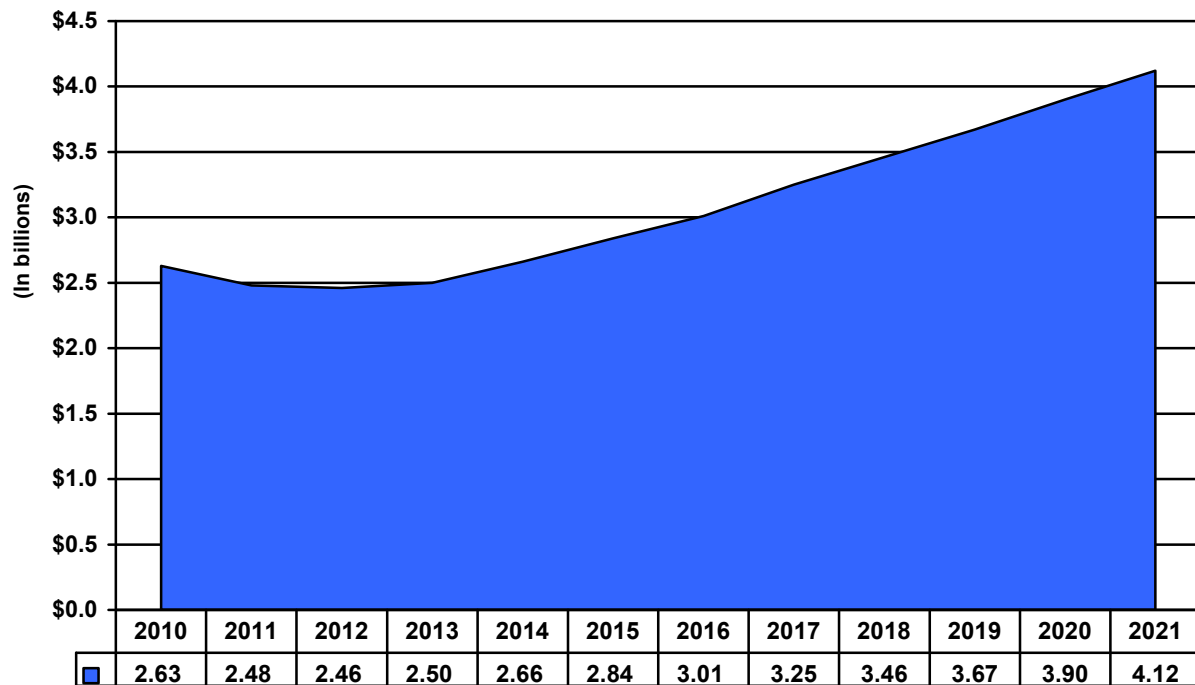
OVERVIEW:

Citywide net revenues and use of prior year's reserves for FY 2021-22 are budgeted at \$81,168,884.

TAXABLE VALUE:

The 2021 taxable value is \$4.12 billion, an increase of \$216 million from the 2020 taxable value. The increase in taxable value includes \$180 million from existing properties and \$36 million from new construction and annexations.

Gross Taxable Value Ten Year Trend



PROPERTY TAX REVENUE & RATES:

General operating revenue available for general operations and capital improvements is estimated to be \$15.5 million.

Summary of Property Tax Rates

	Fund	FY 2020-21	FY 2021-22	\$ Var	% Var
General Fund	001	3.4168	3.3478	(0.0690)	-2.02%
Facilities Renewal & Replacement	317	0.1340	0.1270	(0.0070)	-5.22%
Capital Improvements	301	0.1070	0.1020	(0.0050)	-4.67%
Vehicle & Equipment R & R	302	0.1150	0.0510	(0.0640)	-55.65%
Transportation Improvements	308	0.1340	0.1270	(0.0070)	-5.22%
Public Safety Fund	305	-	0.1580	0.1580	0.00%
Subtotal - Operating Millage Rate is 5.5% above rollback		<u>3.9068</u>	<u>3.9128</u>	<u>0.0060</u>	<u>0.15%</u>
2003 GOB	210	0.0310	0.0290	(0.0020)	-6.45%
2010 GOB	220	<u>0.0930</u>	<u>0.0890</u>	<u>(0.0040)</u>	<u>-4.30%</u>
Subtotal - Debt Millages		<u>0.1240</u>	<u>0.1180</u>	<u>(0.0060)</u>	<u>-4.84%</u>
Combined City Tax Rate		<u><u>4.0308</u></u>	<u><u>4.0308</u></u>	<u><u>-</u></u>	<u><u>0.00%</u></u>

The operating tax rate is 3.9128 mills. The total tax rate (including debt service) is 4.0308 mills.

GENERAL FUND REVENUES

General Fund net revenues are budgeted to be \$35,285,617 million, an increase of \$2,582,923 from the previous year. The change includes an increase in property tax revenue of \$460,488 resulting from an increase in the taxable value. Non-ad valorem tax revenue is expected to increase by \$141,800 and Intergovernmental Revenue is expected to increase from the prior year budget by \$1,248,800.

The largest components of General Fund revenue include:

- Property taxes (\$13.3 million)
- Franchise fees (\$3 million)
- Utility taxes (\$4.2 million)
- Intergovernmental revenues (\$4.1 million) which includes the half cent sales tax and municipal revenue sharing.
- Transfers to the General Fund (\$4.7 million)

DOWNTOWN REDEVELOPMENT FUND:

Tax increment proceeds are the primary revenue source for the Downtown Development Fund. The incremental taxable value of the district increased by \$4.2 million with 95% being captured within the fund. Revenue from tax increment proceeds are used for capital improvements within the district.

STORMWATER UTILITY FUND:

Revenues consist of stormwater user fees in the amount of \$2.5 million. The proposed budget assumes no increase in the monthly stormwater fee.

AIRPORT FUND:

The budget includes \$192,000 in revenue from leases and business activities and \$2.3 million in grant funding to pay for capital projects.

CAPITAL IMPROVEMENT FUND,

Pursuant to the City Commission's direction, the budget includes a dedicated millage for capital improvements which generates \$404,000 in property tax revenue.

VEHICLE/EQUIPMENT RENEWAL & REPLACEMENT:

Pursuant to the City Commission's direction, the budget includes a dedicated millage for capital improvements which generates \$202,000 in property tax revenue to fund General vehicles.

PUBLIC SAFETY VEHICLE/EQUIPMENT FUND:

In fulfillment of the City Commission's strategic plan, the budget includes a new dedicated millage for public safety vehicle and equipment replacement which will generate \$626,000 in property tax revenue.

TRANSPORTATION FUND:

Pursuant to the City Commission's direction, the budget includes a dedicated millage for capital improvements which generates \$503,000 in property tax revenue.

FACILITIES RENEWAL & REPLACEMENT FUND:

Pursuant to the City Commission's direction, the budget includes a dedicated millage of for facilities renewal and replacement which generates \$503,000.

WATER AND WASTEWATER:

The primary revenue source of the Water and Wastewater Fund consists of user fees to customers both inside and outside the City. Water and sewer fees account for \$20.6 million.

Water/Wastewater Rate Increase History

Date	Increase	Water	Sewer	Amount
10/01/98	5.06%	\$ 14.15	\$ 19.04	\$ 33.19
10/01/02	2.47%	\$ 14.50	\$ 19.51	\$ 34.01
02/01/06	17.23%	\$ 17.00	\$ 22.87	\$ 39.87
10/01/06	5.99%	\$ 18.03	\$ 24.23	\$ 42.26
01/01/08	5.77%	\$ 19.07	\$ 25.63	\$ 44.70
10/01/08	5.97%	\$ 20.20	\$ 27.17	\$ 47.37
10/01/09	1.77%	\$ 20.56	\$ 27.65	\$ 48.21
10/01/10	2.57%	\$ 21.09	\$ 28.36	\$ 49.45
10/01/13	2.50%	\$ 21.62	\$ 29.08	\$ 50.70
10/01/15	3.94%	\$ 22.62	\$ 30.08	\$ 52.70
09/30/16	3.80%	\$ 23.62	\$ 31.08	\$ 54.70
10/1/2017	3.66%	\$ 24.62	\$ 32.08	\$ 56.70
9/30/2018	1.76%	\$ 25.12	\$ 32.58	\$ 57.70
Proposed 10/1/21	1.80%	\$ 25.57	\$ 33.17	\$ 58.74
Proposed 9/30/22	3.50%	\$ 26.46	\$ 34.33	\$ 60.79

WATER AND WASTEWATER RENEWAL & REPLACEMENT FUND:

Revenues of the Renewal and Replacement Fund include a transfer of \$2.5 million from the Water and Wastewater Operating Fund.

SOLID WASTE:

The primary revenue source is solid waste user fees (\$7.9 million). The proposed budget assumes no rate increase for garbage collection or recycling.

EXPENDITURE HIGHLIGHTS

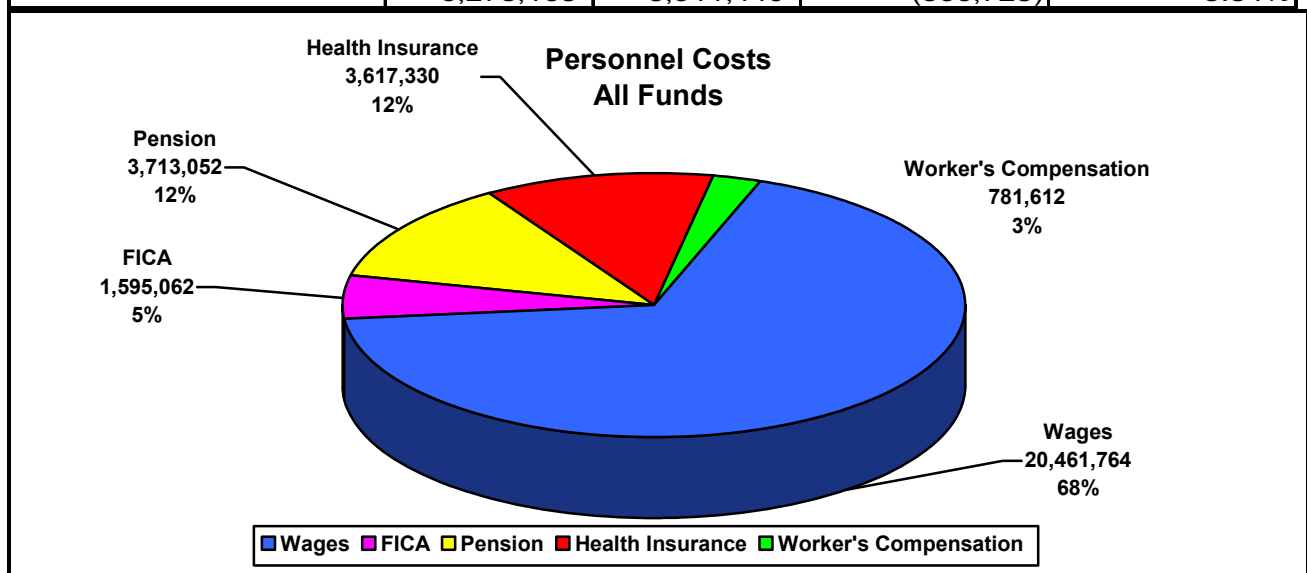
PERSONNEL COSTS:

Total personnel costs are budgeted to be \$30.2 million for FY 2020-21.

All Funds Wages and Benefits				
	Budget FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Wages	19,857,961	20,461,764	603,803	3.04%
FICA	1,519,125	1,595,062	75,937	5.00%
Pension/Deferred Comp.	4,108,653	3,713,052	(395,601)	-9.63%
Health Insurance	3,766,294	3,617,330	(148,964)	-3.96%
Worker's Compensation	1,139,616	781,612	(358,004)	-31.41%
	30,391,649	30,168,820	(222,829)	-0.73%

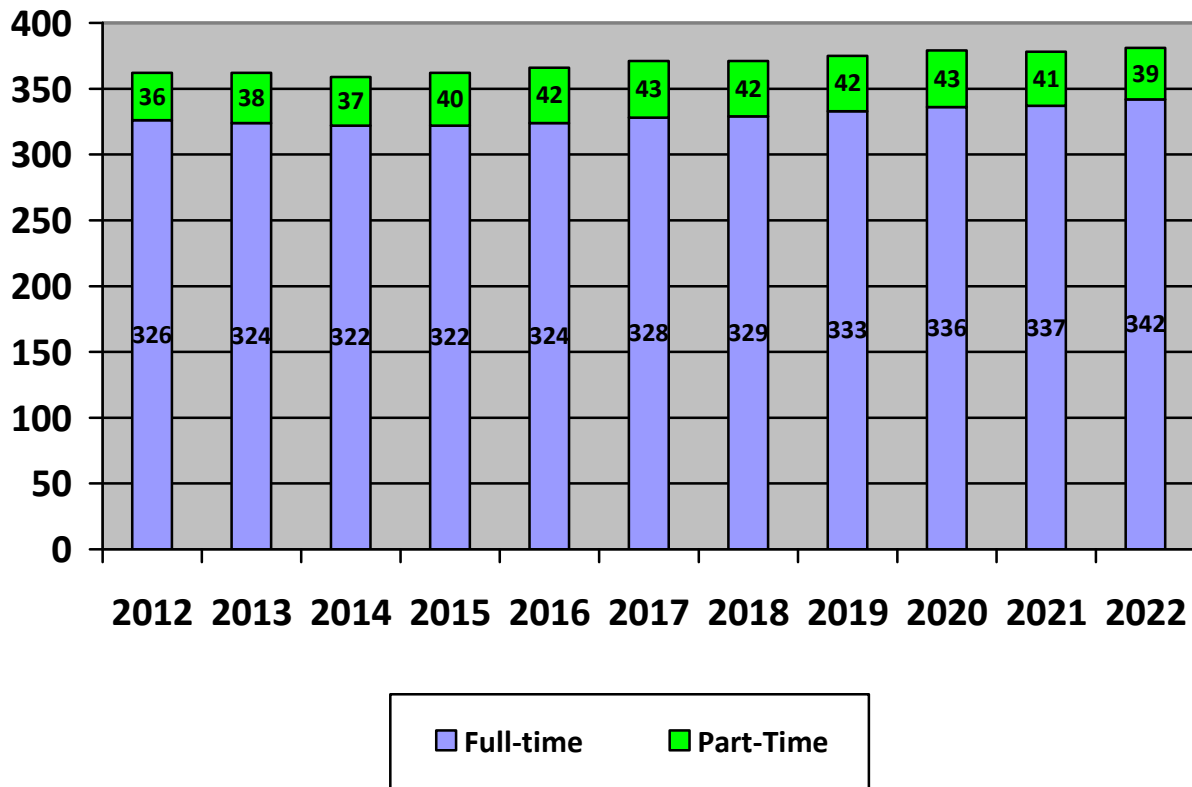
General Fund Wages and Benefits				
	Budget FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Wages	15,742,116	16,338,566	596,450	3.79%
FICA	1,204,264	1,281,168	76,904	6.39%
Pension/Deferred Comp.	3,576,173	3,289,543	(286,630)	-8.01%
Health Insurance	2,684,159	2,726,191	42,032	1.57%
Worker's Compensation	906,769	621,912	(284,857)	-31.41%
	24,113,481	24,257,380	143,899	0.60%

Other Fund Wages and Benefits				
	Budget FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Wages	4,115,845	4,123,198	7,353	0.18%
FICA	314,861	313,894	(967)	-0.31%
Pension/Deferred Comp.	532,480	423,509	(108,971)	-20.46%
Health Insurance	1,082,135	891,139	(190,996)	-17.65%
Worker's Compensation	232,847	159,700	(73,147)	-31.41%
	6,278,168	5,911,440	(366,728)	-5.84%



POSITION COUNT HISTORY:

The budget includes 342 full-time positions and 39 part-time positions.



AUTHORIZED POSITIONS:

	FY 19-20			FY 20-21			FY 21-22		
	Full-time	Part-time		Full-time	Part-time		Full-time	Part-time	
<u>Department / Division</u>	<u>Positions</u>	<u>Positions</u>	<u>FTE</u>	<u>Positions</u>	<u>Positions</u>	<u>FTE</u>	<u>Positions</u>	<u>Positions</u>	<u>FTE</u>
Office of City Manager	4.00	-	4.00	4.00	-	4.00	4.00	-	4.00
Support Services	4.00	-	4.00	4.00	-	4.00	4.00	-	4.00
Office of City Attorney	5.00	-	5.00	5.00	-	5.00	5.00	-	5.00
Human Resources	3.00	-	3.00	3.00	-	3.00	3.00	-	3.00
<u>Finance Department</u>									
Budget/Finance	10.00	-	9.65	10.00	-	10.00	10.00	-	10.00
Utility Billing	12.00		12.35	12.00		12.00	12.00		12.00
Information Technology	7.00	-	7.00	7.00	-	7.00	7.00	-	7.00
Planning Department	5.00	1.00	5.25	5.00	1.00	5.60	5.00	1.00	5.60
Building Inspections/Permitting	11.00	-	11.35	11.00	-	11.00	12.00	-	12.00
Economic Development	1.00	-	0.90	1.00	-	1.00	1.00	-	1.00
Police Department	88.00	1.00	88.50	88.00	1.00	88.50	91.00	1.00	91.50
Neighborhood Improvement	6.00	-	6.00	6.00	-	6.00	6.00	-	6.00
Fire Department	48.00	-	48.00	48.00	-	48.00	48.00	-	48.00
<u>Public Works Department</u>									
Engineering	12.00	-	12.25	12.00	-	12.00	12.00	-	12.00
Streets and Roadside Mnt.	19.00	-	19.05	19.00	-	19.00	19.00	-	19.00
Fleet Operations	5.00	1.00	5.50	5.00	1.00	5.50	5.00	1.00	5.50
Page Subtotal	240.00	3.00	241.80	240.00	3.00	241.60	244.00	3.00	245.60

AUTHORIZED POSITIONS:

	FY 19-20			FY 20-21			FY 21-22		
	Full-time	Part-time		Full-time	Part-time		Full-time	Part-time	
Department / Division	Positions	Positions	FTE	Positions	Positions	FTE	Positions	Positions	FTE
Stormwater Maintenance	10.00	-	9.90	10.00	-	10.00	10.00	-	10.00
Utilities									
Water Production	19.00	1.00	16.80	21.00	1.00	21.50	21.00	1.00	21.50
Wastewater Treatment	12.00	1.00	13.30	12.00	1.00	12.50	12.00	1.00	12.50
Water Distribution	12.00	-	13.30	12.00	-	12.00	12.00	-	12.00
Wastewater Collection	13.00	-	14.80	13.00	-	13.00	13.00	-	13.00
Sub-Total: Utilities	56.00	2.00	58.20	58.00	2.00	59.00	58.00	2.00	59.00
Solid Waste									
Collection and Disposal	1.00	-	0.65	1.00	-	1.00	1.00	-	1.00
Recycling	-	-	0.35	-	-	-	-	-	-
Sub-Total: Solid Waste Services	1.00	-	1.00	1.00	-	1.00	1.00	-	1.00
Total: Public Works Department	103.00	3.00	105.90	105.00	3.00	106.50	105.00	3.00	106.50
Leisure Services									
Building Maintenance	7.00	1.00	7.00	7.00	1.00	7.50	7.00	1.00	7.50
Administration	6.00	1.00	6.63	6.00	1.00	6.50	6.00	1.00	6.50
Nova Community Center	1.00	5.00	3.75	1.00	5.00	3.50	1.00	5.00	3.50
South Ormond Neighborhood Center	1.00	3.00	2.50	1.00	3.00	2.50	1.00	3.00	2.50
Gymnastics	1.00	2.00	2.25	-	-	-	-	-	-
Athletic Field Maintenance	4.00	7.00	7.50	4.00	7.00	7.50	4.00	7.00	7.50
Parks and Grounds Mnt.	4.00	4.00	6.00	4.00	4.00	6.00	5.00	2.00	6.00
The Casements	1.00	5.00	3.75	1.00	5.00	3.50	1.00	5.00	3.50
Environmental Discovery Center	1.00	2.00	2.00	1.00	2.00	2.00	1.00	2.00	2.00
Performing Arts Center	1.00	5.00	3.75	1.00	5.00	3.50	1.00	5.00	3.50
Senior Center	-	1.00	0.50	-	1.00	0.50	-	1.00	0.50
Community Events	1.00	2.00	2.25	1.00	2.00	2.00	1.00	2.00	2.00
Sub-Total: Leisure Services	28.00	38.00	47.88	27.00	36.00	45.00	28.00	34.00	45.00
Airport	1.00	-	1.10	1.00	-	1.00	1.00	-	1.00
Total FTE	336.00	43.00	359.88	337.00	41.00	357.60	342.00	39.00	361.60

FY 21-22 Changes:Full-time:

Add 2 Police Officers (Grant Funded)	2.00
Add 1 Victim Advocate (Grant Funded)	1.00
Add 1 Building Inspector	1.00
Add 1 Parks Maintenance Worker	1.00

Total Full Time FTE Change **5.00**

Part-time:

Delete 2 Parks Maintenance Workers	1.00
Total Part Time FTE Change	1.00

EXPENDITURES

GENERAL FUND:

General fund net expenditures are \$35,285,617 million, an increase of \$2,582,923 or 7.9%. The budget includes \$2.7 million for health insurance. The budget also includes \$3.3 million for the City's annual required pension contribution which is a reduction of \$286,000 from the prior year.

DOWNTOWN REDEVELOPMENT FUND:

The budget includes \$2 million for maintenance and capital improvements. Property improvement grant funding is also included in the amount of \$100,000.

STORMWATER UTILITY FUND:

The budget includes \$1.1 million for personnel and operating costs, transfers of \$197,000, and \$854,000 in capital improvement projects.

AIRPORT FUND:

The budget includes \$259,000 for personnel and operating costs, transfers of \$15,000, and \$2.4 million in capital improvement projects.

CAPITAL IMPROVEMENT FUND:

The budget includes:

- Washington Street Sidewalk (\$115,000)
- City Hall Air Handler (\$225,000)

TRANSPORTATION FUND:

The budget includes \$2 million in infrastructure improvements and \$680,000 in transfers to the General Fund for streets maintenance.

FACILITIES RENEWAL AND REPLACEMENT FUND:

The budget includes maintenance to various City facilities \$69,000 and capital improvement projects of \$625,000.

WATER AND WASTEWATER:

The budget includes \$11.1 million of personnel and operating expenditures and \$10.7 million in transfers for capital project funding and debt service.

SOLID WASTE:

This fund receives fees for solid waste removal and recycling services from City residents and business and pays an outside contractor to perform these services. The budget includes \$8.1 million for personnel and operating expenses and \$1.3 million in transfers.

DEBT SUMMARY:

The Charter of the City of Ormond Beach does not provide a debt limit. Bond Series 2003 GOB was issued to finance the construction of Fire Station #92 and was approved through a voter referendum which provided for a dedicate tax millage. Bond Series 2004 was issued to finance the construction of Fire Station #91. The last bond issue, Series 2010, was the result of a voter referendum which approved the levy of a tax millage and associated debt financing for the construction of a beachfront park.

GENERAL GOV'T DEBT SERVICE REQUIREMENTS*Amounts in thousands*

Fiscal Year Ending	2003 General Obligation Bonds Fire Station #92		
	Principal	Interest	Total
	100	14	114
2021	105	7	112
2022	110	4	114
Total	215	11	226

Fiscal Year Ending	2004 Revenue Bonds Fire Station #91		
	Principal	Interest	Total
2022	140	16	156
2023	146	11	157
2024 & Beyond	151	6	157
Total	437	33	470

Fiscal Year Ending	2010 General Obligation Bonds Beachfront Park		
	Principal	Interest	Total
2022	270	78	348
2023	275	70	345
2024 & Beyond	2,160	256	2,416
Total	2,705	404	3,109

Water and Sewer Bonds are issued to provide financing for the construction and rehabilitation of the City's water and wastewater system.

**WATER AND SEWER REVENUE BONDS
AND SRF LOAN FOR WWW**
In thousands

FY Ending	Principal	Interest	Total
2022	\$ 4,406	\$ 814	\$ 5,220
2023	\$ 4,043	\$ 697	\$ 4,740
2024	\$ 3,753	\$ 577	\$ 4,330
2025	\$ 3,874	\$ 461	\$ 4,335
2026	\$ 1,727	\$ 341	\$ 2,068
2027	\$ 1,775	\$ 293	\$ 2,068
2028	\$ 1,830	\$ 245	\$ 2,075
2029	\$ 1,884	\$ 195	\$ 2,079
2030	\$ 1,942	\$ 143	\$ 2,085
2031	\$ 1,517	\$ 89	\$ 1,606
2032	\$ 1,286	\$ 53	\$ 1,339
2033	\$ 853	\$ 20	\$ 873
Total	\$ 28,890	\$ 3,928	\$ 32,818



GENERAL FUND

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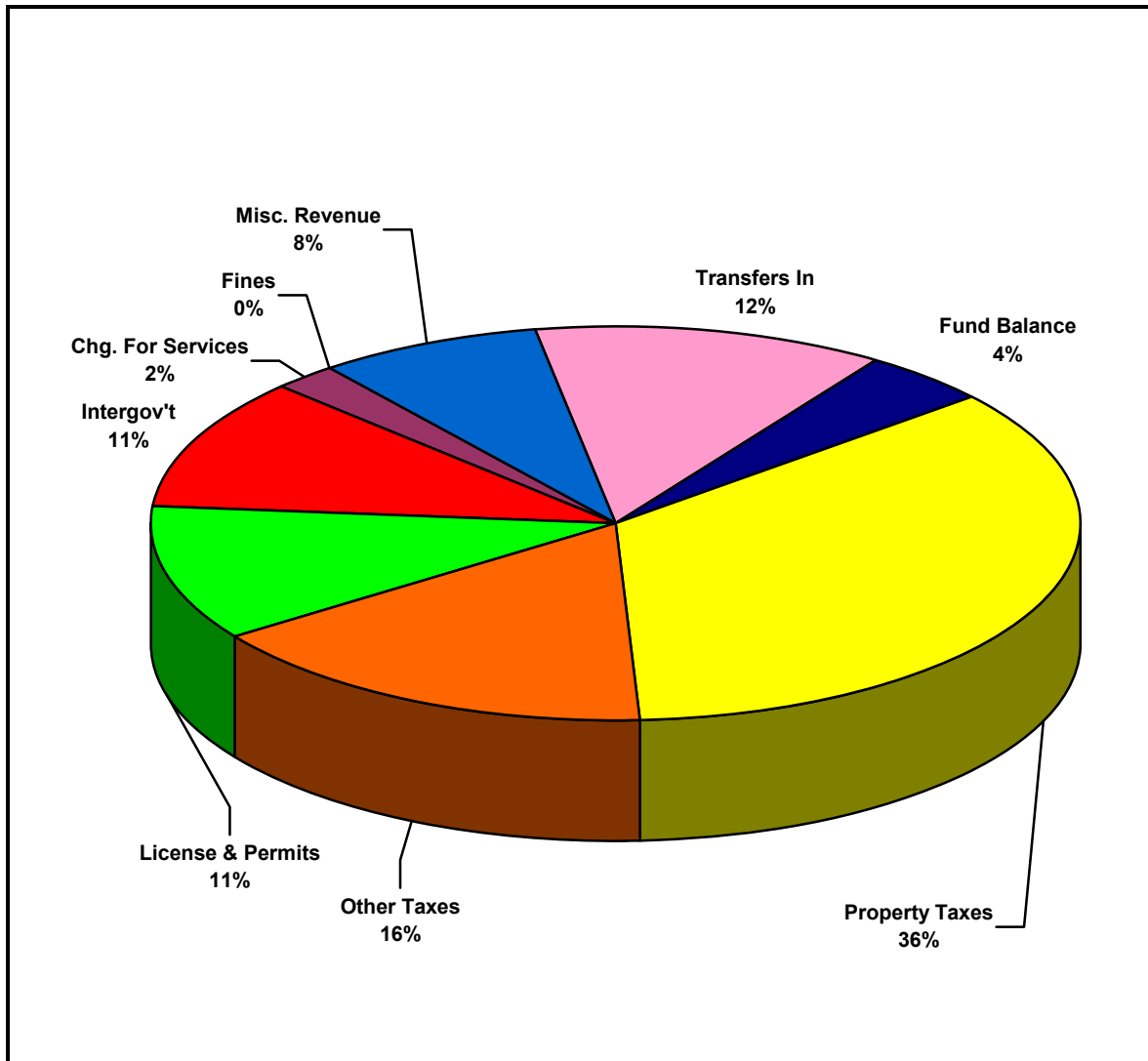
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GENERAL FUND REVENUES

General Fund Revenue Summary		REVISED		Change	% Change
	Actual	Estimate	Budget	FY 2020-21	FY 2020-21
Description	FY 2019-20	FY 2020-21	FY 2021-22	to FY 2021-22	to FY 2021-22
Revenues					
Property Taxes	12,617,959	12,820,332	13,280,820	460,488	3.59%
Other Taxes	6,045,033	5,975,700	6,117,500	141,800	2.37%
License and Permits	3,913,108	4,058,250	4,217,350	159,100	3.92%
Intergovernmental	5,339,594	2,834,500	4,083,300	1,248,800	44.06%
Charges for Services	763,025	752,400	773,800	21,400	2.84%
Fines & Forfeitures	62,709	80,000	73,000	(7,000)	-8.75%
Miscellaneous Revenue	2,704,422	2,819,810	2,899,771	79,961	2.84%
Transfers In	4,377,640	4,467,723	4,669,680	201,957	4.52%
Use of Fund Balance:	-	1,320,000	1,638,707	318,707	24.14%
Total Revenues	35,823,490	35,128,715	37,753,928	2,625,213	7.47%
Less: Fleet	1,316,960	1,233,777	1,380,289	146,512	11.88%
Less: Engineering	962,868	1,192,244	1,088,022	(104,222)	-8.74%
Total Net Revenues	35,469,398	32,702,694	35,285,617	2,582,923	7.90%

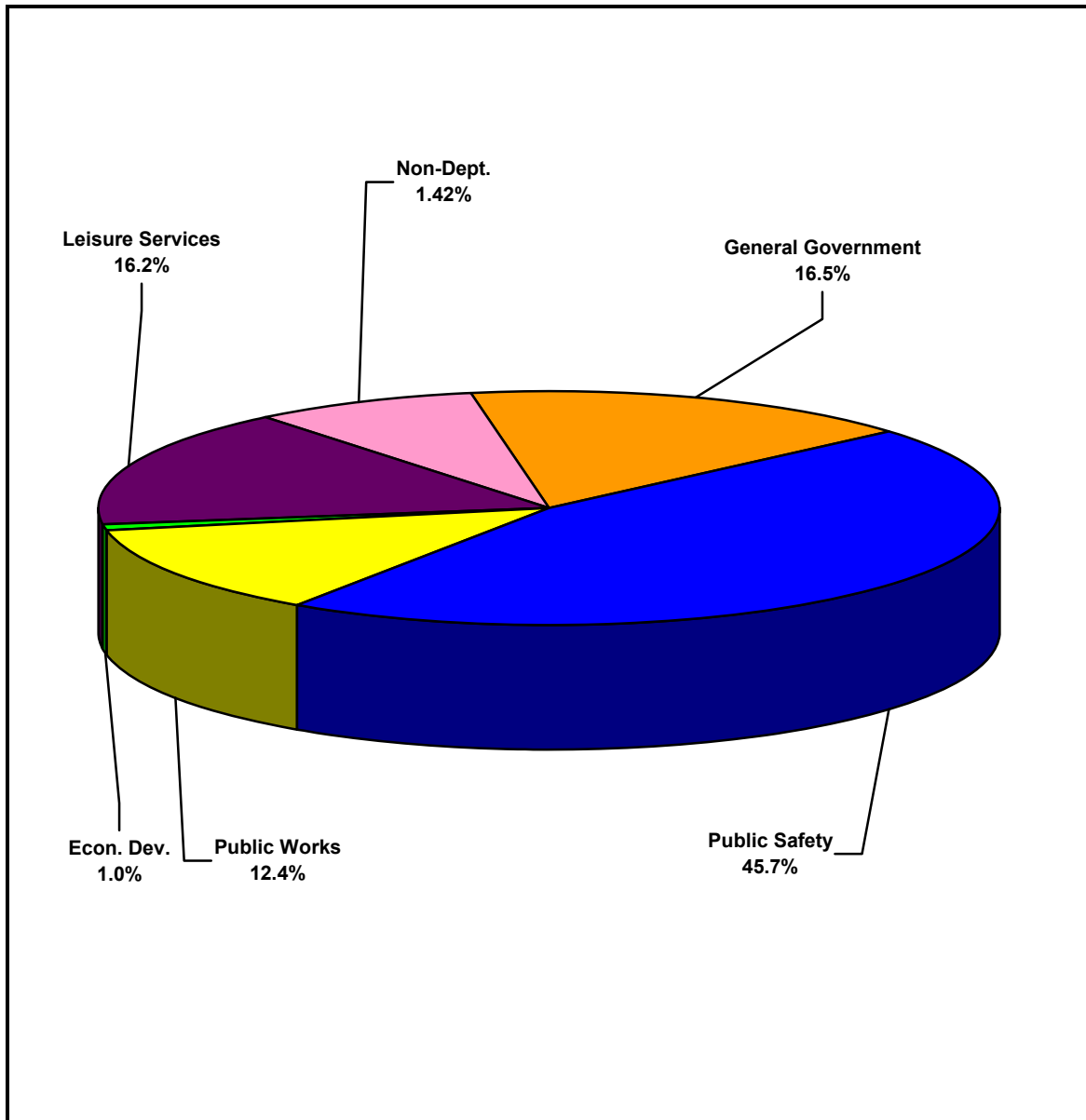
GENERAL FUND REVENUES



GENERAL FUND EXPENDITURE SUMMARY

General Fund Summary					
Description	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
General Government					
City Commission	321,252	402,974	394,168	(8,806)	-2.19%
City Manager	631,548	635,867	658,142	22,275	3.50%
Support Services	341,346	374,524	380,870	6,346	1.69%
City Attorney	831,044	769,676	805,651	35,975	4.67%
Finance	853,983	936,611	1,007,418	70,807	7.56%
Information Technology	917,615	995,710	1,029,282	33,572	3.37%
Human Resources	375,386	398,439	465,061	66,622	16.72%
Planning	623,574	652,419	669,253	16,834	2.58%
Building Maintenance	826,128	778,446	826,057	47,611	6.12%
Total General Government	5,721,876	5,944,666	6,235,902	291,236	4.90%
Public Safety					
Police Administration	827,505	803,089	947,704	144,615	18.01%
Police Operations	5,951,387	6,055,862	6,093,571	37,709	0.62%
Police Community Outreach	497,199	526,160	523,971	(2,189)	-0.42%
Police Criminal Investigations	1,210,923	1,254,432	1,378,597	124,165	9.90%
Police Community Services	363,250	386,435	380,455	(5,980)	-1.55%
Police Records	150,597	166,447	172,361	5,914	3.55%
Neighborhood Improvements	384,738	436,575	430,544	(6,031)	-1.38%
Fire & EMS	6,635,386	6,351,305	6,245,373	(105,932)	-1.67%
Building Inspections	1,035,089	1,077,529	1,078,444	915	0.08%
Total Public Safety	17,056,074	17,057,834	17,251,020	193,186	1.13%
Public Works					
Roadside and Right of Way Mnt.	2,002,832	2,037,494	2,227,185	189,691	9.31%
Engineering	962,868	1,192,244	1,088,022	(104,222)	-8.74%
Fleet	1,316,960	1,233,777	1,380,289	146,512	11.88%
Total Public Works	4,282,660	4,463,515	4,695,496	231,981	5.20%
Economic Development	413,683	390,128	382,023	(8,105)	-2.08%
Leisure Services					
Parks & Grounds	2,087,277	2,177,602	2,326,992	149,390	6.86%
Administration	668,062	694,742	731,473	36,731	5.29%
Cultural					
Casements	271,948	268,779	267,669	(1,110)	-0.41%
Performing Arts Center	419,593	268,580	273,166	4,586	1.71%
Senior Center	87,921	94,157	97,399	3,242	3.44%
Community Events	127,146	202,910	206,649	3,739	1.84%
Environmental Learning Center	115,988	160,814	155,789	(5,025)	0.00%
Athletics					
Gymnastics	104,625	-	-	-	-
Nova Recreation Center	284,615	326,843	321,410	(5,433)	-1.66%
South Ormond Center	245,806	272,173	278,969	6,796	2.50%
Athletic Fields/City Sponsored Sport	1,345,444	1,407,479	1,464,924	57,445	4.08%
Total Leisure Services	5,758,425	5,874,079	6,124,440	250,361	4.26%
Non-Departmental					
Contributions/Contingency	94,615	91,528	203,710	112,182	122.57%
Transfers	1,173,450	1,306,965	2,861,337	1,554,372	118.93%
Total Expenditures	34,500,783	35,128,715	37,753,928	2,625,213	7.47%
Less: Fleet expenditures	1,316,960	1,233,777	1,380,289	146,512	11.88%
Less: Engineering	962,868	1,192,244	1,088,022	(104,222)	-8.74%
Total Net Expenditures	32,220,955	32,702,694	35,285,617	2,582,923	7.90%

GENERAL FUND EXPENDITURES



CITY COMMISSION

The City Commission is comprised of five members and is the elected legislative and governing body of the City. The City Commission is responsible for:

- Establishing policies
- Managing growth and land use
- Adopting an annual budget and tax rate
- Setting water and wastewater rates and other fees and charges for City services
- Adopting local laws and ordinances
- Hiring and overseeing the City Manager and City Attorney

Four members of the City Commission are elected from geographically defined zones and must reside within the zone to be its elected representative. The Mayor is elected by voters City-wide and must reside within the City limits of Ormond Beach. All members serve two year terms.



Pictured: From left to right; Zone 1 City Commissioner Dwight Selby, Zone 2 City Commissioner Troy Kent, Mayor Bill Partington, Zone 3 City Commissioner and Deputy Mayor Susan Persis, and Zone 4 City Commissioner Rob Littleton

CITY COMMISSION

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
General Fund	321,252	402,974	394,168	(8,806)	-2.19%
Total	321,252	402,974	394,168	(8,806)	-2.19%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Personnel Services	138,587	138,199	150,793	12,594	9.11%
Operating	182,665	264,775	243,375	(21,400)	-8.08%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	321,252	402,974	394,168	(8,806)	-2.19%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Mayor	1.00	1.00	1.00	0.00	0.00%
City Commissioners	4.00	4.00	4.00	0.00	0.00%
Total	5.00	5.00	5.00	0.00	0.00%

OFFICE OF CITY MANAGER

The City Manager is the chief executive officer of the City and provides executive leadership necessary to carry out the mission, goals, and policies established by the City Commission.

The City Manager's Office is responsible for administration of all City services and enforcement of all laws pursuant to the City Charter, including:

- appointment and removal of all employees (except City Attorney and the Attorney's staff)
- operational and financial management of City services
- preparation and recommendation of an annual operating budget and five (5) year capital improvements program
- keeping the City Commission informed as to the financial condition and future needs of the City
- preparation of the City Commission's meeting agendas
- implementing and administering the policy directives of the City Commission within the parameters of the City Charter



OFFICE OF CITY MANAGER

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
General Fund	631,548	635,867	658,142	22,275	3.50%
Total	631,548	635,867	658,142	22,275	3.50%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Personnel Services	567,332	577,496	597,191	19,695	3.41%
Operating	64,216	58,371	60,951	2,580	4.42%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	631,548	635,867	658,142	22,275	3.50%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
City Manager	1.00	1.00	1.00	0.00	0.00%
Assistant City Manager	1.00	1.00	1.00	0.00	0.00%
Public Information Officer	1.00	1.00	1.00	0.00	0.00%
Executive Secretary	1.00	1.00	1.00	0.00	0.00%
Total	4.00	4.00	4.00	0.00	0.00%

CITY COMMISSION/CITY MANAGER

GOALS:

In 2018, the City of Ormond Beach conducted an extensive citizen engagement process, The OB Life, to fully engage the community to help determine the kind of city Ormond Beach would be in the future. A series of six community forums were held addressing

- transportation and livable communities
- environment and water quality
- public safety
- community development
- economic development
- leisure and culture

Nearly 700 people attended the meetings where they heard presentations from 17 speakers, participated in small group discussions, and posed more than 600 questions which are all answered by city staff and posted on the city's website.

This comprehensive process provided community education and gathered valuable input that guided the discussions of the Mayor and City Commissioners during the strategic planning workshop held on February 27, 2019, which was also attended by the City Manager, City Attorney and the city's senior staff.

Using the information gathered from participants in The OB Life series, the Commissioners identified strategic issues the city should address along with specific objectives for the city to accomplish in the next few years. The final activity of the workshop was for the City Commission to select and refine priority objectives for implementation in the following key areas:

- COMMUNITY DEVELOPMENT
- ECONOMIC DEVELOPMENT
- GOVERNANCE
- PUBLIC SAFETY
- QUALITY OF LIFE
- TRANSPORTATION
- WATER QUALITY & ENVIRONMENT

SUPPORT SERVICES

Support services provides the following services:

- preparation of Commission meeting agenda packets and minutes
- clerical and word processing services to various City departments and advisory boards
- records management including security, retrieval and disposition for all City Commission actions
- election administration
- internal mail collection and distribution
- operating of the receptionist station on the second floor of City Hall



SUPPORT SERVICES

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
General Fund	341,346	374,524	380,870	6,346	1.69%
Total	341,346	374,524	380,870	6,346	1.69%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Personnel Services	244,738	279,247	252,843	(26,404)	-9.46%
Operating	96,608	95,277	128,027	32,750	34.37%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	341,346	374,524	380,870	6,346	1.69%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Full-time Positions:					
City Clerk	1.00	1.00	1.00	0.00	0.00%
Office Assistant III*	0.00	0.00	0.00	0.00	0.00%
Office Assistant IV	1.00	0.00	0.00	0.00	0.00%
Assistant City Clerk	1.00	1.00	1.00	0.00	0.00%
Office Manager	0.00	1.00	1.00	0.00	0.00%
Administrative Assistant	1.00	1.00	1.00	0.00	0.00%
Total	4.00	4.00	4.00	0.00	0.00%
Transferred to Finance					

SUPPORT SERVICES

GOALS:

- Maintain initial response to all citizen and media information requests within one work day.
- Provide timely preparation of City Commission agenda and minutes and reduce number of City Commission agenda packet revisions to improve quality of work product.
- Continue training and education of Support Services staff. City Clerk to continue to attend training to obtain CMC designation.
- Continue to work with Supervisor of Elections for elections. Provide support to candidates and PAC's as needed.
- Continue to implement website improvements to meet ADA compliance to WCAG standards.
- Research options for Agenda management software to replace IMQ2's outdated software.
- Coordinate with IT and Munis for development of department records archiving software.

	Actual FY 2019-20	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
City Commission Meetings:					
Number agenda items	390	400	400	-	0.00%
Number of items processed within 4 days of meetings	390	400	400	-	0.00%
% of minutes completed in 6 working days	90%	90%	90%	-	0.00%

ACCOMPLISHMENTS:

- Provided administrative support for 22 regular City Commission meetings, 10 City Commission workshops, with agenda packets totaling 330 agenda items, over 24,000 pages, including 199 resolutions and 33 ordinances.
- Provided support to City Commission candidates and administered the 2018 election and County wide Mail Ballot Special Election.
- Provided administrative support for citizen advisory boards.
- Maintained efficient records management program with disposition of 278 cubic feet of records in 2018.
- Processed over 113 public records requests
- Provided administrative support for content updates on City's website
- Coordinated with IT to begin ADA website compliance for City's website.
- Provided support with updating and creating the new commissioner orientation.

CITY ATTORNEY

The Office of City Attorney is responsible for:

- providing legal advice and recommendations to the City Commission, City Department Directors, Division Managers and to the various advisory and quasi-judicial boards
- litigation brought against or on behalf of the City
- handling all legal issues involving or affecting the City
- communicating the City's position on various legislative matters to State and Federal legislative bodies.

The Office of City Attorney coordinates the City's response and strategy regarding general liability insurance claims brought against the City, handles related litigation, and determines if specialized outside legal assistance is needed.



CITY ATTORNEY

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
General Fund	831,044	769,676	805,651	35,975	4.67%
Total	831,044	769,676	805,651	35,975	4.67%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Personnel Services	703,555	708,099	743,724	35,625	5.03%
Operating	127,489	61,577	61,927	350	0.57%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	831,044	769,676	805,651	35,975	4.67%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Full-time Positions:					
City Attorney	1.00	1.00	1.00	0.00	0.00%
Deputy City Attorney	1.00	1.00	1.00	0.00	0.00%
Assistant City Attorney	1.00	1.00	1.00	0.00	0.00%
Para-Legal	2.00	2.00	2.00	0.00	0.00%
Total	5.00	5.00	5.00	0.00	0.00%

CITY ATTORNEY

GOALS:

- Keep the City Commission and management staff apprised of new developments in statutory, regulatory, and decisional law.
- Assist the City Commission and management staff in avoiding litigation and claims to the maximum extent possible.
- Successfully defend/prosecute litigation involving the City.
- Provide legal opinions to the City Commission and management staff in a timely manner.
- Keep City laws and policies in compliance with current law.



ACCOMPLISHMENTS:

- Informed the City Commission and management staff apprised of new developments in statutory, regulatory, and decisional law.
- Assist the City Commission and management staff in avoiding litigation and claims to the maximum extent possible.
- Successfully defend/prosecute litigation involving the City.
- Provide legal opinions to the City Commission and management staff in a timely manner.
- City laws and policies are in compliance with current law.

FINANCE

The Department is responsible for maintaining the City's financial accounting system that includes processing of all City financial transactions, maintaining and disseminating financial statements and related reports to City departments, governmental agencies and insurance and bond rating companies, and preparation of the City's bi-weekly payroll.

In addition, this program produces the City's Comprehensive Annual Financial Report (CAFR), provides assistance to the City's external auditing firm, provides pension administration services for retired City employees, oversees the investment of City funds and is responsible for debt administration.

The Department provides support service of City government responsible for coordinating and directing the development of the City's Annual Operating Budget and five-year Capital Improvement Program. In addition, the Budget Office monitors revenues and expenditures, evaluates performance results of all City programs, provides technical assistance to City departments, oversees the performance outcome system, and provides information and technical assistance to the City Manager, elected officials and City staff.

The Department is responsible for overseeing a decentralized purchasing system that reviews and processes purchase orders for commodities and services that exceed \$500. The Purchasing Office is also responsible for obtaining price quotes to ensure competitive bidding in accordance with City purchasing thresholds, coordinating and developing formal bids and requests for proposals and ensuring compliance with the City's Purchasing Ordinance and accepted industry standards.

The Department also is responsible for coordinating the City's Risk Management program through the efforts of a full time Risk Manager. This program conducts employee safety workshops and on-site inspections, keeps departments advised of safety issues, recommends loss control measures and conducts investigations on workers' compensation, accidents and general liability claims.

FINANCE

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
General Fund	853,983	936,611	1,007,418	70,807	7.56%
Total	853,983	936,611	1,007,418	70,807	7.56%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Personnel Services	820,618	873,281	950,088	76,807	8.80%
Operating	33,365	63,330	57,330	(6,000)	-9.47%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	853,983	936,611	1,007,418	70,807	7.56%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Full-time Positions:					
Finance Director	0.65	1.00	1.00	0.00	0.00%
Assistant Finance Director	1.00	1.00	1.00	0.00	0.00%
Accountant	1.00	1.00	1.00	0.00	0.00%
Accounting Technician	3.00	3.00	3.00	0.00	0.00%
Purchasing Coordinator	1.00	1.00	1.00	0.00	0.00%
Grants Coordinator	1.00	1.00	1.00	0.00	0.00%
Office Asst. III	1.00	1.00	1.00	0.00	0.00%
Risk Manager	1.00	1.00	1.00	0.00	0.00%
Total	9.65	10.00	10.00	0.00	0.00%

FINANCE

GOALS:

- Maintain the high standard and level of financial reporting in obtaining GFOA “Certificate of Achievement for Excellence in Financial Reporting”.
- Complete publication of the Comprehensive Annual Financial Report (CAFR) and submit to the City Commission no later than February following the end of the prior fiscal year.
- Process 100% of invoice payments within 25 days of approval date.
- Submit the proposed Five-Year CIP and Annual Budget documents to the City Commission five days prior to the respective scheduled budget workshops.
- Complete budget document with 30 days of adoption.
- Achieve a forecast accuracy rate (estimate vs. actual) for undesignated fund balance in the General Fund that is within 5% of audited results.
- Obtain an average of three (3) responses to formal bids and RFP’s.
- Reimbursement of remaining funds for hurricane Matthew and Irma.

PERFORMANCE MEASURES:

	Actual FY 2019-20	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Workload:					
# of A/P checks	7,100	7,350	7,100	(250)	-3.40%
# of Accounts Payable EFT	2,150	2,560	3,000	440	17.19%
# of Purchase orders issued	1,116	1,176	1,350	174	14.80%
# of Payroll checks	-	-	-	-	0.00%
# of Payroll direct deposits	9,110	9,115	9,120	5	0.05%
Effectiveness:					
% participating in direct deposit	90%	91%	91%	-	0.00%
Number of days to issue CAFR	140	140	140	-	0.00%

ACCOMPLISHMENTS:

- Continued maintaining the high standard and level of financial reporting in obtaining the GFOA “Certificate of Achievement for Excellence in Financial Reporting”.
- Completed publication of the Comprehensive Annual Financial Report (CAFR) and submitted to the City Commission in early February following the end of the prior fiscal year.
- Maintained participation in the payroll direct deposit program at 85%.
- Processed 100% of invoice payments within 25 days of approval date.
- Completed budget document within 30 days of budget adoptions.
- Submitted proposed Five-Year CIP and Annual Budget to City Commission at least five days before workshops.
- Implemented a new financial operating system.

INFORMATION TECHNOLOGY

Information Technology is a support service operation of City government that provides operating system support, software support and technical assistance for the City's local and Wide Area Networks (WAN). The WAN consists of an IBM AS/400 mini-computer, servers, Local Area Networks (LAN), microcomputers and the electronics that connect them. The primary mini-computer applications supported by MIS include:

- Accounting, Miscellaneous Receivables, Purchasing, and Fixed Assets
- Utility Billing
- Site Plan Review, Building Permits, Occupational Licenses and Code Enforcement
- Computer Aided Dispatch and Records Management
- Work Order/Facility Management
- Payroll and Personnel Management
- Cash Receipts
- Land/Parcel Management.

In addition, there are eight supporting modules which communicate with the primary mini-computer applications which allow both citizens and city staff to conduct business processes and inquiries over the intranet/internet. A Geographic Information System module (Looking Glass) allows the City's users to produce maps from the existing GIS with integrated information from the data base of the primary mini-computer applications.

Networking and telecommunications support are provided for all City departmental systems, which include:

- Leisure Services Registration and Facility Reservation
- Support Services (City Clerk) Document Imaging System and Clerks Index
- Inventory systems for Fleet
- The Police network
- FireHouse (data management) and TeleStaff (scheduling program) for the Fire Department
- The City's internet and e-mail systems.

INFORMATION TECHNOLOGY

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
General Fund	917,615	995,710	1,029,282	33,572	3.37%
Total	917,615	995,710	1,029,282	33,572	3.37%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Personnel Services	549,521	635,246	606,161	(29,085)	-4.58%
Operating	368,094	360,464	423,121	62,657	17.38%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	917,615	995,710	1,029,282	33,572	3.37%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Full-time Positions:					
IT Manager	1.00	1.00	1.00	0.00	0.00%
IT Supervisor	1.00	1.00	1.00	0.00	0.00%
Information Systems Specialist	3.00	3.00	3.00	0.00	0.00%
Chief GIS Technician	1.00	1.00	1.00	0.00	0.00%
GIS Technician	1.00	1.00	1.00	0.00	0.00%
Total	7.00	7.00	7.00	0.00	0.00%

INFORMATION TECHNOLOGY

GOALS:

- Maintain data network overall uptime at 99% or better.
- Complete 97% of hardware and software “help desk” support requests within 2 working days.
- Maintain all Servers and Workstations to current vendor service pack levels within 1 month of release.

PERFORMANCE MEASURES:

	Actual FY 2019-20	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Workload:					
# of workstations	355	365	390	25	6.85%
# of sites maintained	22	22	22	-	0.00%
# of support calls	2,150	2,300	2,600	300	13.04%
Efficiency/Effectiveness:					
Windows Servers uptime	99.99%	99.99%	99.99%	-	0.00%
iSeries HTE system uptime	99.99%	99.99%	99.99%	-	0.00%

Note: Major software implementation
scheduled for this Fiscal Year: Tyler
Energov Community Development, Tyler
Content Management - Clerks Office

Sites

1 City Hall	12 Nova
2 PD	13 SONC
3 Water Plant	14 PAL
4 Waste Water	15 Fleet
5 FD91	16 Public Works
6 FD92	17 Legal
7 FD93	18 Airport
8 FD94	19 Ball Fields
9 PAC	20 Andy Romano
10 The Casements	21 Leeway
11 Discovery	22 HDC

ACCOMPLISHMENTS:

- Data networks overall uptime was at 99.9% or better.
- 97% of hardware and software “help desk” support requests were completed within 2 working days.
- Maintained all Servers and Workstations at current vendor service pack levels within 1 month of release.
- Implementing Tyler/Munis Utility Billing module (with the Finance Department)
- Email System upgrade to latest 2016 version including new virtual servers.
- Replaced the 3 main file storage servers with new Windows 2016 servers with larger storage capacity and enhanced performance features.

HUMAN RESOURCES

The Human Resources Department provides administrative and technical support services to assist in the management of the City's workforce of approximately 400 employees. The core services provided by Human Resources include:

- Recruitment, selection and processing of new employees
- Maintenance of the pay and classification system
- Maintenance of employee personnel records
- Administration of the City's employee benefits program
- Coordination of employee and supervisory training and publishing of employee and supervisory newsletters
- Serve as the liaison with the City's Human Resources Board
- Negotiation and management of collective bargaining agreements with the City's three bargaining units.

HUMAN RESOURCES

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
General Fund	375,386	398,439	465,061	66,622	16.72%
Total	375,386	398,439	465,061	66,622	16.72%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	227,390	236,544	244,266	7,722	3.26%
Operating	147,996	161,895	220,795	58,900	36.38%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	375,386	398,439	465,061	66,622	16.72%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Full-time Positions:					
Human Resources Director	0.00	0.00	0.00	0.00	0.00%
Risk Manager*	0.00	0.00	0.00	0.00	0.00%
Asst. HR Director	1.00	1.00	1.00	0.00	0.00%
HR Generalist	2.00	2.00	2.00	0.00	0.00%
Total	3.00	3.00	3.00	0.00	0.00%
*Transferred to Finance					

HUMAN RESOURCES

GOALS:

- Continue to evaluate strategic health care plan and expand wellness program
- Design and implement employee intranet
- Continue implementation and customization of time keeping, time cards, and HR components of Tyler/Munis software system
- Identify additional areas in which to implement paperless processes using Tyler/Munis
- Continue to revise and develop employee and leadership training program
- Conduct compensation review and update Pay and Classification plan
- Review and update Human Resources and Administrative Policies
- Evaluate other components of Neogov recruiting software system including reporting, training and on-boarding
- Conduct and document updated succession planning for City departments

PERFORMANCE MEASURES:

	Actual FY 2019-20	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Total employee turnover in government/organization	47%	47%	47%	0.00%	0%
Number of individuals hired/placed for period	139	142	145	3	2.11%
Number of new employees that left prior to one full year of service	39	48	55	7	2.11%
Total number of internal HR-sourced training hours				-	14.58%
Number of positions filled from within ranks	45	50	52	2	4.00%
Number of positions filled from outside sources (not promotional)	94	100	110	10	4.00%
Number of requisitions (request-to-fill, job opening, job order, etc.) during period	156	165	170	5	10.00%
Number of requisitions that were filled during period	139	160	162	2	3.03%
Average number of Vacancies	12	25	27	2	1.25%
Average days to fill position	60	60	60	-	8.00%
Average Vacancy Rate	4%	4%	4%	-	0.00%

ACCOMPLISHMENTS:

- Continued implementation of Tyler/Munis time keeping, payroll, and HR module
- Conducted negotiations for collective bargaining of three union contracts
- Expanded strategic health care plan and employee wellness program through additional health and wellness events and HSA incentive options
- Received favorable health insurance premium renewal of 3% for 2019 plan year
- Relocated HR offices to second floor of City Hall
- Streamlined new hire paperwork and transitioned to paperless process for various policies, contracts, and benefit enrollments
- Initiated review of EOC staffing, classification, and role assignments

PLANNING

The Planning Department performs two distinct functions: comprehensive planning and development review.

Comprehensive planning is responsible for monitoring compliance with and administering the City's Comprehensive Plan in accordance with Chapter 163, Florida Statutes, and Chapter 9J-5, Florida Administrative Code. The primary services provided in this program include:

- review of Comprehensive Plan Amendments
- coordination with various regional and State authorities
- review for consistency with the Volusia County Growth Management Commission, City Planning Board, and the City's Official Zoning Map and Land Development Code
- review and updating of the various required elements of the Comprehensive Plan

Development Review is responsible for current planning in general and for administering the City's Land Development Code. Specific activities include:

- site plan review and permitting of proposed development applications
- inspection of all residential and commercial development projects
- staff support and liaison with the Planning Board and the Development Review Board
- interpreting and processing amendments to the Land Development Code
- coordinating the activities of the City's Site Plan Review Committee (SPRC) – this involves interdepartmental cooperation with Engineering, Building Inspection and the City Attorney
- responding to informational requests by the public regarding zoning, flood zone classification, land use information, and development regulations
- reviewing and providing comments to Volusia County for certain applications in the County but located within the Ormond Beach service area
- remaining up-to-date with Federal and State mandates and regulations that will affect development review and procedures (the Unified Mitigation Assessment Methodology, for example).

PLANNING

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Site Plan Review Fees	16,875	30,000	25,000	(5,000)	-16.67%
Zoning Variances/Appeals	65,468	67,500	73,000	5,500	8.15%
General Fund	541,231	554,919	571,253	16,334	2.94%
Total	623,574	652,419	669,253	16,834	2.58%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Personnel Services	507,287	517,444	584,554	67,110	12.97%
Operating	116,287	134,975	84,699	(50,276)	-37.25%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	623,574	652,419	669,253	16,834	2.58%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Full-time Positions:					
Planning Director	0.65	1.00	1.00	0.00	0.00%
Senior Planner	3.00	3.00	3.00	0.00	0.00%
Office Manager	1.00	1.00	1.00	0.00	0.00%
Part-time Positions:					
Civil Engineer	0.60	0.60	0.60	0.00	0.00%
Total	5.25	5.60	5.60	0.00	0.00%

PLANNING

GOALS:

- 100% of all professionally prepared plans shall be electronic submittal utilizing ProjectDox.
- Reduce by 50% the amount of time devoted to each consecutive SPRC review after the first submittal by using ProjectDox simultaneous review and mark-up features.
- The Site Plan Review Committee shall provide review comments or approval for site plan submittals 14 days from the date of submittal.
- Transition all non-professionally prepared plans from paper to electronic submittal using ProjectDox.
- Develop a master plan for the South Atlantic Avenue corridor.
- Assist Leisure Service in the completion of a Parks & Recreation Master Plan.
- Implement the recommendations of the Downtown Master Plan.
- Transition from the Navi-Line and Project Dox permitting systems into the Tyler/Munis permitting system.

PERFORMANCE MEASURES:

	Actual FY 2019-20	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Workload:					
# of site plans	20	24	28	4	16.67%
# of Special Exceptions	7	6	6	-	0.00%
# of LDC/City code amendments	10	10	10	-	0.00%
# of planned development amendment	6	6	6	-	0.00%
# Appeal of PD Determination	1	1	1	-	0.00%
# of annexations/annexation agreements	-	-	-	-	0.00%
# of Certificate of Appropriateness	3	3	3	-	0.00%
# of Variances	12	12	20	8	66.67%
# of rezonings	5	5	5	-	0.00%
# of Property Improvement Grants	2	2	1	(1)	-50.00%
# of Volusia/Flagler County Reviews	4	4	4	-	0.00%
# of Utility Easement/ROW Vacations	10	10	10	-	0.00%
# of lot splits	3	3	3	-	0.00%
# of Land Use Plan amendments	4	4	4	-	0.00%
# of Alcohol Zoning Approvals	6	6	6	-	0.00%
# of Zoning Verifications	5	5	5	-	0.00%
# of Preliminary or Final Plats	3	3	3	-	0.00%
# of Nonconforming Determinations	-	-	-	-	0.00%
Bike Plan	-	-	-	-	0.00%
Total:	101	104	115	11	10.58%

ACCOMPLISHMENTS:

- Project management of the EPA Brownfield Cleanup grant in the amount of \$400,000 for site investigation and preparation of redevelopment plans for the US 1 North corridor.
- Completed the Downtown Master Plan update.
- Completed the Interlocal Service Boundary Agreement amendment and annexation of the Plantation Oaks development.
- Implementation of the mural program in the Downtown Community Redevelopment Area.

BUILDING MAINTENANCE

Building Maintenance is a support service function of City government that includes:

- repair and maintenance services for City buildings and structures, including routine electrical, plumbing, carpentry, air conditioning, painting and miscellaneous repairs.
- oversight and monitoring service of contracts for janitorial, electrical and air conditioning
- performance of one-time building and minor renovation projects when it is less costly than using an outside contractor.

Direct costs for materials and supplies that cannot be assigned or charged to a department operating budget are charged to the Building Maintenance budget. Otherwise, these costs and HVAC maintenance are charged directly to the department or program where the repair has occurred. All in-house labor costs are charged directly to the Building Maintenance budget regardless of where the work is performed.

In addition, building maintenance personnel are assisting with the maintenance of the Airport Tower and repair of the City's airport runway and taxiway lighting systems. This includes weekly lighting inspections and immediate repair of discrepancies found.

BUILDING MAINTENANCE

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
General Fund	826,128	778,446	826,057	47,611	6.12%
Total	826,128	778,446	826,057	47,611	6.12%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	414,062	439,491	476,046	36,555	8.32%
Operating	412,066	338,955	350,011	11,056	3.26%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	826,128	778,446	826,057	47,611	6.12%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Full-time Positions:					
Office Assistant II	0.50	1.00	1.00	0.00	0.00%
Contract Manager - Buildings	1.00	1.00	1.00	0.00	0.00%
Maintenance Foreman	1.00	1.00	1.00	0.00	0.00%
Tradesworker	3.00	3.00	3.00	0.00	0.00%
Supervisor	1.00	1.00	1.00	0.00	0.00%
Part-time Positions:					
Maintenance Worker II	0.50	0.50	0.50	0.00	0.00%
Total	7.00	7.50	7.50	0.00	0.00%

BUILDING MAINTENANCE

GOALS (Building Maintenance):

- Complete 98% of all non-emergency work orders within five working days of request.
- Create a comprehensive maintenance plan for 25% of the city's 73 facilities.
- Create a mechanism that will respond to work order requestor that work order has been completed and closed.
- Continued refurbishment of Snowflake Christmas decorations



ACCOMPLISHMENTS (Building Maintenance):

- Maintained completion of 98% of all non-emergency work orders within 5 working days with current staffing levels while city has grown and added additional facilities.
- All emergency work orders completed within 24-hours.
- Animated Santa installation and Christmas yard decorations.
- Replenishing Snow Flakes including re-wiring of same.
- Major cleanup of 3 transient encampments at Riverbend Park in support of the new bike trail.
- Weekly Safety training classes instituted
- Ongoing cleaning and reorganization of the maintenance shop

BUILDING MAINTENANCE

GOALS (Facilities R&R Program):

- Receive a composite rating of satisfactory or better on quarterly janitorial service ratings from 90% of respondents.
- Maintain the appearance of City facilities through regular preventative maintenance and repair.
- Manage the successful completion of projects described in the Facilities Renewal and Replacement Fund.
- Work with Finance Department to finalize submittal of Hurricane Irma related repairs and documentation for FEMA reimbursement.
- Work with C.O.B. engineering dept. to identify C.I.P. related projects.
- Update the comprehensive five year H.V.A.C. replacement plan.



ACCOMPLISHMENTS (Facilities R&R Program):

- Managed Janitorial Services Contract with American Janitorial Inc.
- Updated the quarterly janitorial review survey to be more inclusive of specific tasks.
- Managed 18 different miscellaneous crafts and trades vendors, primarily used in completing Facilities Renewal and Replacement projects.
- Managed successfully and completed 100% of the Facilities Renewal and Replacement fund projects.
- Compiled comprehensive spreadsheet of Hurricane Irma damages and provided to Finance for FEMA reimbursement.
- Managed citywide pest control services.

POLICE DEPARTMENT

The Police Department consists of the following divisions:

- Administration
- Operations
- Community Outreach
- Community Service/Animal Control
- Criminal Investigations
- Records
- Neighborhood Improvement

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Special Duty	51,082	70,000	55,000	(15,000)	-21.43%
Fines/Forfeits	41,967	50,000	45,000	(5,000)	-10.00%
Code Violations	363,997	406,575	402,544	(4,031)	-0.99%
General Fund	8,928,553	9,102,425	9,424,659	322,234	3.54%
Total	9,385,599	9,629,000	9,927,203	298,203	3.10%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Administration	827,505	803,089	947,704	144,615	18.01%
Operations	5,951,387	6,055,862	6,093,571	37,709	0.62%
Community Outreach	497,199	526,160	523,971	(2,189)	-0.42%
Criminal Investigations	1,210,923	1,254,432	1,378,597	124,165	9.90%
Community Services	363,250	386,435	380,455	(5,980)	-1.55%
Records	150,597	166,447	172,361	5,914	3.55%
Neighborhood Improvements	384,738	436,575	430,544	(6,031)	-1.38%
Total	9,385,599	9,629,000	9,927,203	298,203	3.10%

POLICE ADMINISTRATION

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
General Fund	827,505	803,089	947,704	144,615	18.01%
Total	827,505	803,089	947,704	144,615	18.01%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	292,966	279,886	319,634	39,748	14.20%
Operating	534,539	523,203	628,070	104,867	20.04%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	827,505	803,089	947,704	144,615	18.01%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Full-time Positions:					
Police Chief	1.00	1.00	1.00	0.00	0.00%
Captain	0.00	0.00	0.00	0.00	0.00%
Police Officer (Training)	0.00	0.00	0.00	0.00	0.00%
Office Manager	1.00	1.00	1.00	0.00	0.00%
Lieutenant	0.00	0.00	0.00	0.00	0.00%
Accreditation Manager	1.00	1.00	1.00	0.00	0.00%
Total	3.00	3.00	3.00	0.00	0.00%

POLICE ADMINISTRATION

GOALS:

- Employ strategies to bring the police department's staff to 95% or greater.
- Continue updated and rewriting the Ormond Beach Police Department Directives Manual.
- Ensure the accreditation standards are complied with at 95% or greater.

ACCOMPLISHMENTS:

- Completed the annual audit and inventory of the Property and Evidence Unit to ensure compliance with Accreditation Standards.
- Completed quarterly and annual examinations and inspections throughout the year.
- Completed the quarterly and annual DAVID audits.
- Hired and trained ten (10) new employees.

POLICE OPERATIONS

Operations is the core law enforcement and community policing arm of the Police Department that responds to approximately 60,000 to 65,000 calls for service annually and provides patrol and traditional law enforcement activities such as traffic control and initiates proactive steps to reduce crime and enhance the quality of life in Ormond Beach. Approximately 8% of all calls involve some type of serious crime, whereas all other calls are service-related.

POLICE OPERATIONS

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Special Duty	51,082	70,000	55,000	(15,000)	-21.43%
Fines/Forfeits	41,967	50,000	45,000	(5,000)	-10.00%
General Fund	5,858,338	5,935,862	5,993,571	57,709	0.97%
Total	5,951,387	6,055,862	6,093,571	37,709	0.62%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Personnel Services	5,446,491	5,478,031	5,551,287	73,256	1.34%
Operating	504,896	577,831	542,284	(35,547)	-6.15%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	5,951,387	6,055,862	6,093,571	37,709	0.62%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Full-time Positions:					
Captain	2.00	2.00	2.00	0.00	0.00%
Lieutenant	2.00	2.00	2.00	0.00	0.00%
Sergeant	6.00	6.00	6.00	0.00	0.00%
Corporal	3.00	3.00	3.00	0.00	0.00%
Police Officer	44.00	44.00	46.00	2.00	4.55%
Total	57.00	57.00	59.00	2.00	3.51%

POLICE OPERATIONS

GOALS:

- To enhance the quality of life for the residents and visitors in Ormond Beach through effective, efficient, courteous, and responsive police services.
- Maintain an average response time of less than 5 minutes for all priority police calls for service.
- Continue the community policing project program to assist in the deterrence of public order crimes. This program addresses incidents such as code violations, civil infractions, public nuisance crimes, and traffic issues. By continuing this program we will reduce the number of repeat calls and improve the overall quality of life for our citizens and visitors.
- Implement a body worn camera program to enhance the safety of officers and citizens.
- Implement a License Plate Reader program that interacts with the systems used by other agencies within the county.
- Replace current 800MHZ radios with P-25 compliant system.
- Replace current security systems into a single user friendly system that is supported by current technology.
- Replace current scheduling program with a web-based system that is supported by current technology.
- Replace current Field Training Program software with a system that is supported by current technology.

PERFORMANCE MEASURES:

	Actual FY 2019-20	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Sworn law enforcement members available for CFS response	66	66	66	-	0.00%
Sworn members assigned to Traffic Enforcement	5	5	5	-	0.00%
Members assigned to Traffic Crash Investigations	5	5	5	-	0.00%
Total patrol districts	6	6	6	-	0.00%
Total mobile computers	77	77	77	-	0.00%
Total # of calls received by agency	66,929	86,000	90,000	4,000	4.65%
Citizen-generated workload; Calls for Service (CFS)	21,883	30,000	32,000	2,000	6.67%
Self-initiated workload; pro-active police actions	45,046	46,000	48,000	2,000	4.35%
Traffic citations issued (moving violations only)	4,909	3,595	4,000	405	11.27%
Traffic crashes	2,502	2,268	2,500	232	10.23%
Pedestrian fatalities	3	1	0	(1)	-100.00%
Total Traffic fatalities	4	6	5	(1)	-16.67%
Adult arrests	1,117	967	900	(67)	-6.93%
Juvenile arrests	22	31	31	-	0.00%
DUI arrests	59	31	50	19	61.29%
Total arrests	1,139	998	981	(17)	-1.70%

POLICE OPERATIONS

ACCOMPLISHMENTS:

- Handled over 65,000 calls for service, a small decrease from the previous year. Calls for service represent dispatched calls, self-initiated calls for service, directed patrol requests, and extra service calls.
- Completed over 6,500 police/crime reports and issued over 9,200 traffic related citations/written warnings, a 40% increase over the previous year.
- Conducted over 10,200 traffic stops, a 31% increase over the previous year.
- 1,498 Part I crimes were reported (down 5.7% from 2017) with a clearance rate of 35.6% (up 9.1% from 2017).
- Investigated 1,235 crashes.
- Hired and trained ten (10) sworn police officers during 2018.
- Completed successful operations during numerous special events in the area to include:
 - Race Week
 - Bike Week
 - Spring Break
 - July 4th fireworks celebration
 - Biketoberfest
 - Home for the Holidays Christmas Parade
- Continued use of Social Media to enhance the Police Department's image and deploy information to the public.

POLICE COMMUNITY OUTREACH

Community Outreach provides several educational and intervention-oriented programs that are designed to enhance life skills and prevent crime including:

- Drug Abuse Resistance Education (DARE)
- Police Athletic League (PAL)
- Explorers
- volunteers and neighborhood and business watches
- DARE program for middle schools

The program is supported in part through grant funding from the National Police Athletic League Youth Enrichment Program (PALYEP) and the Youth Leadership Council (YDC). In addition to City revenues that are the primary source of program funding, a not-for-profit PAL board raises funds for Police Athletic League activities.

POLICE-COMMUNITY OUTREACH

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
General Fund	497,199	526,160	523,971	(2,189)	-0.42%
Total	497,199	526,160	523,971	(2,189)	-0.42%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Personnel Services	458,988	479,484	477,379	(2,105)	-0.44%
Operating	38,211	46,676	46,592	(84)	-0.18%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	497,199	526,160	523,971	(2,189)	-0.42%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Full-time Positions:					
Community Program Coordinator	1.00	1.00	1.00	0.00	0.00%
After School Aide	1.00	1.00	1.00	0.00	0.00%
Recreation Leader	1.00	1.00	1.00	0.00	0.00%
Police Officer	3.00	3.00	3.00	0.00	0.00%
Seasonal:					
Tutors	0.00	0.00	0.00	0.00	0.00%
Total	6.00	6.00	6.00	0.00	0.00%

POLICE-COMMUNITY OUTREACH

GOALS:

- The Crime Prevention/Outreach unit will continue to create and conduct programs to address the variety of needs of the community.
- The Crime Prevention/Outreach unit will continue to create and conduct events that provide information related to crime prevention. These events should also bring the community and their police department together to enhance the positive relationship already shared.
- The Crime Prevention/Outreach unit will develop and maintain positive relationships with the business owners in the city, neighborhood associations, children and citizens.
- Present Drug Abuse Resistance Education (DARE) educational programs to public and private **school students and achieve a “graduation” rate of 100%.**
- Provide PAL educational tutoring and reading enhancement programs to 100 at risk youth in the Ormond Beach Community.
- Provide anti-bullying presentations to youth attending 5th grades at schools in the Ormond Beach community.
- Maintain the number of Police Officer hours (excluding time of assigned officers) in PAL activities at 200 annually.
- Maintain and expand community partnerships with Ormond Beach area schools.
- Establish a working relationship with Urban Surf 4 Kids in an effort to establish a relationship with fostered youth within the community.
- Build a relationship with the Ormond Beach Middle School staff and students by using programs that bring officers into the school.

ACCOMPLISHMENTS:

- Outreach attended their first Urban Surf 4 Kids event creating a relationship with the organization.
- “Badges N’ Board shorts” 3rd annual event took place in the summer to promote water safety. Several hundred spectators and people participated in the kayaking, paddle boarding and yoga.
- “Back the Blue” Sports Challenge 3rd annual event took place at Riverbend Academy. The sporting exhibitions provided an opportunity for the students, staff, and the police department to strengthen their relationship.
- The 5th Annual “Santa on Patrol” was successful. This year yielded the most toy donations to the program. This resulted in more opportunities to make more stops around the city where around 800 children were contacted at city parks, pre-schools, elementary schools, and retail stores.
- National Night Out was another success. The Hawaiian themed night was held at the Nova Community Park. There were over 2000 attendees.

POLICE-COMMUNITY OUTREACH

ACCOMPLISHMENTS:

- Ormond Beach Outreach Unit partnered with Academy Sports for the holiday season to give 25 students new bicycles and helmets.
- D.A.R.E. Drug Abuse Resistance Education program accomplished a 100% graduation rate among the 9 public and private schools within the city.
- “SLAP” Self-defense for Ladies & Assault Prevention program conducted classes with about 30-35 women per class. The Co-ed Self-defense class was conducted 2 times for Embry-Riddle Aeronautical University’s ROTC program.
- “Coffee with a Cop” was conducted 9 times at various locations with about 50-75 attending at each event.
- “Soda Pop with a Cop” was conducted at Chick-fil-A with about 300 attending at each event.
- “Mission PAWSSible” program conducted “Santa Claws for Paws” to create awareness for animal rescues that shelter and care for unfortunate pets.
- “Citizen Police Academy” class was conducted. This five-week course is designed to give the community an inside look at the duties of law enforcement officers.
- “Badges & Brunch” Crimes Against Seniors program was conducted at senior living centers.
- “Mommy, Me & Safety” was conducted at Florida Hospital as part of the Mommy University program. This program is focused on the safety of new mothers and their child. Topics like baby on board safe driving, tips for no baby left behind in a vehicle, securing their residence to prevent the child from leaving unattended and much more is covered.
- The 2nd Annual Unity in the Community event was held in April at the South Ormond Neighborhood Center.
- The 5.0 Club was conducted twice at the Ormond Beach Middle School with approximately 50 students in each class.
- Thirty (30) youth participated in the 2018 R.E.A.D. Reading Exploration Adventure and Discovery program. The goal of R.E.A.D is to increase reading skills in the areas of fluency, vocabulary and comprehension. Based on statistics collected by the school in the majority youth attained learning gains on state tests as a result of participation in the program.
- 24 illustrated stories created by youth in the R.E.A.D. program were exhibited at the Ormond Beach Elementary School Library on May 22, 2018.
- The Tutors Are Us program provided an opportunity for 49 youth (23 fall semester and 26 spring semester) to receive one-on-one instruction geared toward each participant’s specific academic needs.
- Science on Patrol 2018 (SOP) provided an opportunity for 28 youth to participate in the program partnership with Ormond Beach Middle School and 11 youth at Ormond Beach Elementary School to increase their skills in math and science. SOP enhances skills through the resolution of crime scene scenarios.
- Ormond Beach PAL was honored during the Ormond Beach Elementary School Volunteer Luncheon in May 2018 as a business partner in youth education.

POLICE-COMMUNITY OUTREACH

ACCOMPLISHMENTS:

- Nine (9) Youth Director's Counsel (YDC) members qualified to attend the 2018 State of Florida Association of Police Athletic League's (SFAPAL) Annual Conference held in Orlando in July 2018.
- YDC member Tiara Glenn received a State of Florida Association of Police Athletic League Tomorrows Future Grant in July 2018.
- In 2018 the Youth Director Council hosted and/or assisted with 20 community service projects in the Ormond Beach community.
- The Ormond Beach PAL boy's 10U Bruins grade basketball team won the championship for their division at the 2018 State of Florida Association of Police Athletic Leagues Tournament. The 10U Bruins placed 2nd at the 2018 Sunshine State Games. The 12U team place 5th at the 2018 Sunshine State Games. A total of 58 youth participated in the 2018 program.
- OBPAL's summer program educational partnership with the South Ormond Neighborhood Center included: Art, Summer Science and Math and Computer Lab instruction. The summer program served approximately 100 children during the two 3 week sessions.
- In partnership with the Ormond Beach Library, OBPAL's Reading with a Cop was offered once a month after school and every other month during the summer in 2018. The program provided an opportunity for police officers to read to 230 children and families about the roles of officers in our community.
- OBPAL provided four fieldtrips to youth in the Department of Leisure Services Summer Connections program partnership. An average of 95 youth attended each field trip. Trips were offered to the Kennedy Space Center, Sea World and two trips to Daytona Lagoon.
- In partnership with the Department of Leisure Services, OBPAL worked with 16 students in a one-day fish cooper-embossing project the Ormond Beach Environmental Learning Center.
- OBPAL partnered with area organizations and schools to provide new toys to at-risk children in the Ormond Beach Community. Approximately 125 children received new toys and bikes during 2018 holiday season.
- The Second Annual Donut Dash 5K was re-located to the Trails Shopping Center for 2018. The event held on May 5, 2018 drew 153 participants for the event.

POLICE-CRIMINAL INVESTIGATIONS

The Criminal Investigations program provides follow up investigations on over 1,500 UCR reported crimes annually and conducts pro-active investigations into illegal drug sales and possession.

POLICE-CRIMINAL INVESTIGATIONS

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
General Fund	1,210,923	1,254,432	1,378,597	124,165	9.90%
Total	1,210,923	1,254,432	1,378,597	124,165	9.90%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	1,161,970	1,212,067	1,330,382	118,315	9.76%
Operating	48,953	42,365	48,215	5,850	13.81%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,210,923	1,254,432	1,378,597	124,165	9.90%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Full-time Positions:					
Police Officer	7.00	7.00	7.00	0.00	0.00%
Sergeant	1.00	1.00	1.00	0.00	0.00%
Corporal	2.00	2.00	2.00	0.00	0.00%
Victim Advocate Coordinator	1.00	1.00	2.00	1.00	100.00%
Evidence/Crime Scene Supervisor	1.00	1.00	1.00	0.00	0.00%
Evidence/Crime Scene Technician	1.00	1.00	1.00	0.00	0.00%
Office Assistant	1.00	1.00	1.00	0.00	0.00%
Part-time Positions:					
Evidence/Crime Scene Custodian	0.50	0.50	0.50	0.00	100.00%
Total	14.50	14.50	15.50	1.00	6.90%

POLICE-COMMUNITY SERVICE AND ANIMAL CONTROL

Community Services provides operational and logistical support to other police department functions such as:

- animal control
- police forensics
- alcohol breath testing
- traffic control
- communications

The program's animal control responsibilities include the investigation, documentation and tracking of animal bite complaints and dangerous/vicious animals throughout the city.

The program also serves as a proving ground for employees seeking to become sworn law enforcement officers with the Police Department.

POLICE-COMMUNITY SERVICE AND ANIMAL CONTROL

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
General Fund	363,250	386,435	380,455	(5,980)	-1.55%
Total	363,250	386,435	380,455	(5,980)	-1.55%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	315,464	325,229	318,039	(7,190)	-2.21%
Operating	47,786	61,206	62,416	1,210	1.98%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	363,250	386,435	380,455	(5,980)	-1.55%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Full-time Positions:					
Community Service Officer	4.00	4.00	4.00	0.00	0.00%
Lead Community Service Officer	1.00	1.00	1.00	0.00	0.00%
Total	5.00	5.00	5.00	0.00	0.00%

POLICE-COMMUNITY SERVICE AND ANIMAL CONTROL

GOALS:

- Promote responsible pet ownership through public awareness speaking at H.O.A. meetings and “Career Days” at schools in the area.
- Double the amount of City Animal Licenses sold to residents through advertising, in the city water bill and social media.
- Expand public awareness and education regarding the availability of Low Cost Spay and Neuter programs.
- Increase the number of animals returned to owners from the Police Department without having to transport to the Humane Society to keep impound fees down.
- Increase training and awareness of animal cruelty and dangerous dog issues.
- Hosting a second Low Cost Vaccination Clinic per month to assist residents.
- Equipping 1 trained CSO with all needed equipment for Chemical Capture

ACCOMPLISHMENTS:

- Hosted twelve (12) successful Low-Cost Pet Vaccination Clinics at the Police Department.
- With the Implementation of the Spay and Neuter Program, the savings have been approximately \$3415.00 for the impound fee for 2018.
- Community Service Officers have fitted 80 children with helmets for safe bicycle riding during the Shifters Bike Club, National Night Out or other events.
- Public meetings at the Senior Center with Florida Wildlife Officers on Living with Coyotes in Florida.
- All CSO's are trained in fitting bicycle helmets.

POLICE-RECORDS MANAGEMENT

Records Management provides internal upkeep and management of all Police Department records through a computerized records management system, processing approximately 18,000 to 20,000 reports and citations annually. Records personnel also serve as the point of first contact in person representing the Ormond Beach Police Department to respond to information requests. Records personnel are also first point of contact for many incoming telephone calls.

POLICE-RECORDS MANAGEMENT

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
General Fund	150,597	166,447	172,361	5,914	3.55%
Total	150,597	166,447	172,361	5,914	3.55%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Personnel Services	138,464	153,522	158,086	4,564	2.97%
Operating	12,133	12,925	14,275	1,350	10.44%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	150,597	166,447	172,361	5,914	3.55%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Full-time Positions:					
Records Clerk	3.00	3.00	3.00	0.00	0.00%
Total	3.00	3.00	3.00	0.00	0.00%

POLICE-RECORDS MANAGEMENT

GOALS:

- Maintain an entry rate of 100% for reports and citations that are continually submitted to the unit on a daily basis.
- Restructure the work flow of the records department.
- Maintain the transfer of Uniform Crime Reports entries between the two separate reporting systems with no more than 5 days of backlog.
- Work towards a completely paperless records management system
- Implement the use of the newly created records manual so that all tasks in the manual are carried out the same way by each clerk.
- Streamline the report submission process.

ACCOMPLISHMENTS:

- The day-to-day backlog of reports has been kept well under 10, normally running less than 5 reports on any given day/time.
- Completed a Record manual that would assist all the clerks if they needed a quick reference guide on how to complete a task they were unfamiliar with. The manual would consist of all the various assignments required within the division.
- Successfully upload the Uniform Crime Report statistics to the Florida Department of Law Enforcement on time as required.
- Continually purge the old report documents that have met the retention schedule. Keeping up to date on the purging will enable the records Unit to have more usable space.
- Streamline the report submission process.

NEIGHBORHOOD IMPROVEMENT

Neighborhood Improvement investigates approximately 5,600 cases annually to ensure compliance with City codes and ordinances through inspections, neighborhood sweeps, and citizen complaints and inquiries. More specifically, Neighborhood Improvement enforces the City's Land Development Code requirements regarding land use and development regulations, sign usage, as well as environmental code requirements. This Division also enforces the regulations contained in the Code of Ordinances with regard to water restrictions, solid waste and various other regulations. In addition, Neighborhood Improvement processes approximately 760-tree removal permits, conducts approximately 940 landscape inspections for new residential construction, and approximately 75 landscape maintenance inspections on existing commercial sites.

Neighborhood Improvement also coordinates a "partnering" effort with neighborhood associations, interested citizens and civic organizations.

NEIGHBORHOOD IMPROVEMENT

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Code Violations	20,741	30,000	28,000	(2,000)	-6.67%
General Fund	363,997	406,575	402,544	(4,031)	-0.99%
Total	384,738	436,575	430,544	(6,031)	-1.38%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	364,301	403,871	397,820	(6,051)	-1.50%
Operating	20,437	32,704	32,724	20	0.06%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	384,738	436,575	430,544	(6,031)	-1.38%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Full-time Positions:					
Neighborhood Improvement Manager	1.00	1.00	1.00	0.00	0.00%
Environmental Enforcement Officer	1.00	1.00	1.00	0.00	0.00%
Neighborhood Improvement Officer	3.00	3.00	3.00	0.00	0.00%
Office Assistant III	1.00	1.00	1.00	0.00	0.00%
Total	6.00	6.00	6.00	0.00	0.00%

NEIGHBORHOOD IMPROVEMENT

GOALS:

- Establish a procedure/process with the Legal Department and Building Division to address occupied structures which are in various stages of disrepair and are unfit for human habitation and have become a public nuisance.
- Expedite the code enforcement notification process with the use of new equipment/technology (Tyler/Munis) as provided by the Information Technology Division.
- Proactive pursuit of outstanding balances related to fine amounts and/or services rendered prior to the lien process.
- Maintain full staffing levels and provide all code related education/training as time and resources allow.

PERFORMANCE MEASURES:

NID ANNUAL REPORT					
	Actual FY 2019-20	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Number of proactive cases	414	253	265	12	4.74%
Number of reactive cases/complaints	1,788	1,982	2,081	99	4.99%
Days from complaint to first inspection	Less than 48 hrs	Less than 48 hrs	Less than 48 hrs	-	-
Total cases brought into compliance prior to citation	2,163	2,147	2,255	108	5.03%

NO HEARING
CASES MARCH-
MAY 2020 DUE
TO COVID-19

ESTIMATES
BASED ON
RECOVERY FROM
2020 COVID-19

ACCOMPLISHMENTS:

- To improve upon effective and efficient enforcement services, the following process improvements have been established:
 - NID has modified its scheduling to include evening hours three times per week which will allow for hand delivery of notices when the property owners are not home between the hours of 8:00 a.m. – 5:00 p.m. The adjusted hours will also allow members of NID to potentially observe violations which have been reported to occur after 5:00 p.m.
 - site maintenance notices will be posted upon the property and mailed by certified mail and regular mail. If the certified mail is not accepted or is returned, the term “notice is received” shall mean ten (10) calendar days after the later of the date the notice of violation was mailed or the property was posted. This action allows NID to expedite the abatement of the nuisance/s and direct the City contractor to resolve the violation
 - new contractor is now providing services to the Neighborhood Improvement Division. Yellowstone Landscaping is currently working for the City and now provides services to NID which allows local and immediate response five days a week; and
 - NID now has a full staff and scheduling weekend hours to address prohibited portable signs placed within the right-of-ways is now possible.

NEIGHBORHOOD IMPROVEMENT

ACCOMPLISHMENTS:

- As a proactive approach to unsafe structures, the unsafe structure abatement team (USAT) has been formed. USAT is comprised of the Chief Building Official, City Engineer, Fire Chief, Neighborhood Improvement Division Manager, and a Police Officer. The purpose of the USAT is to set forth standards to ensure that structures are safe, sanitary and fit for occupancy and use, the closing and vacating of buildings and structures unfit for human occupancy and use, and if necessary, the demolition of such existing structures.
- A community partnership with the Christ Presbyterian Church men's group has been formed. The Christ Presbyterian Church men's group is willing to assist property owners who face various challenges in their lives and may not be able to address code violations in a timely fashion. The Neighborhood Improvement Division will share information between the two parties which may result in a positive connection and outcome. A community partnership with the Rotary Club of Downtown Ormond Beach has just recently been formed and will also provide assistance to property owners who face various challenges in their lives.
- The Neighborhood Improvement Division has significantly reduced the use of paper files except for cases going before the Special Magistrate, cases which have resulted in a City contractor abating the violation, and for new trainees.

CITY FIRE SUPPRESSION AND EMERGENCY MEDICAL SERVICES

The Fire Department is responsible for providing fire protection, technical rescue, hazardous material response/mitigation and emergency medical services within the city limits of Ormond Beach from four (4) fire station locations. The Department personnel include firefighters many of which are certified as Emergency Medical Technicians (EMT's) and certified as paramedics.

CITY FIRE SUPPRESSION AND EMERGENCY MEDICAL SERVICES

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
General Fund	6,635,386	6,351,305	6,245,373	(105,932)	-1.67%
Total	6,635,386	6,351,305	6,245,373	(105,932)	-1.67%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	5,772,443	5,604,884	5,421,854	(183,030)	-3.27%
Operating	862,943	746,421	823,519	77,098	10.33%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	6,635,386	6,351,305	6,245,373	(105,932)	-1.67%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Full-time Positions:					
Fire Battalion Commander	3.00	3.00	3.00	0.00	0.00%
Captain	12.00	12.00	12.00	0.00	0.00%
Driver Engineer	12.00	12.00	12.00	0.00	0.00%
Firefighters	18.00	18.00	18.00	0.00	0.00%
Fire Chief	1.00	1.00	1.00	0.00	0.00%
Deputy Fire Chief	1.00	1.00	1.00	0.00	0.00%
Office Manager	1.00	1.00	1.00	0.00	0.00%
Total	48.00	48.00	48.00	0.00	0.00%

CITY FIRE SUPPRESSION AND EMERGENCY MEDICAL SERVICES

GOALS:

- Continue evaluating the fire-rescue system and procedures to improve service.
 - Continue to explore cost savings opportunities without reducing services.
 - Continue to improve service delivery and updating equipment.
- Emergency Preparedness Planning - Evaluate risks, develop and update procedures and exercise operational plans to effectively manage the City's potential emergencies. Continue towards NIMS (National Incident Management System) compliance by ensuring federally mandated courses are completed by City employees.
- Priority Dispatch - Continue on-going communications with Volusia County Public Protection to work through areas of concern to ensure efficiency and continually evaluated for its efficiency and effectiveness.
- Public Fire Safety & EMS Education - Continue delivering public fire safety and EMS education to our citizens and ensure all residents have working smoke detectors. Add new programs such as "Stop the Bleed" program.
- Apparatus Replacement - Evaluate apparatus needs; type and function for current, as well as, future needs.
- Safety - Implement a firefighter fitness standard to reduce the risk of injuries and cost to the City. Maintain a zero tolerance policy for those who willfully violate safe practices.
- Grant Assistance - Continue to seek and apply for grant opportunities that will enhance our service delivery.

CITY FIRE SUPPRESSION AND EMERGENCY MEDICAL SERVICES

PERFORMANCE MEASURES:

				Change	% Change
	Actual	Estimate	Estimate	FY 2020-21	FY 2020-21
	FY 2019-20	FY 2020-21	FY 2021-22	to FY 2021-22	to FY 2021-22
100- Fires Total number of calls dispatched as building fires	94	95	96	1	1.05%
200- Overpressure Rutures, Explosions	2	3	4	1	33.33%
300- Emergency Medical Services	4,119	4,200	4,500	300	7.14%
400-Hazardous Condition	161	150	165	15	10.00%
500- Service Calls	1,345	1,400	1,450	50	3.57%
600- Good Intent Calls	1,142	1,145	1,200	55	4.80%
700- False Alarms	310	320	330	10	3.13%
800- Severe Weather	1	2	3	1	50.00%
900- Special Incident Type	10	11	12	1	9.09%
Real Property Value	15,416,150	16,000,000	16,500,000	500,000	3.13%
Fire Loss	894,900	900,000	950,000	50,000	5.56%
Property Saved	14,521,250	15,000,000	15,500,000	500,000	3.33%
Public Education Events	4	50	55	5	10.00%
Total number of people touched by Public Education	5,000	2,500	2,500	-	0.00%

CITY FIRE SUPPRESSION AND EMERGENCY MEDICAL SERVICES

ACCOMPLISHMENTS:

- In 2018, Fire Rescue responded to 8,116 incidents.
- Fire Analysis Dollar Value of property responded to was \$14,487,576 The property loss due to fire was \$1,057,850 with a property save in the amount of \$13,429,726
- Deployed two teams to the Florida Panhandle to work the relief efforts after Hurricane Michael. Updated City's EOC procedures to be NIMS compliant. Relocated the existing EOC from the old Police Department building to Fire Station 92.
- Ensured water supply was available for fire suppression by inspecting and acquiring flow readings from city fire hydrants. A second visit was made to the hydrants to paint, grease and apply necessary road reflective markers.
- Reached out to over 3,799 residents for public education. Attended 52 Public Appearance events.
- Provided 3 fire extinguisher demonstrations to local businesses.
- Provided 30 fire station tours to the public.
- Delivered a two successful Child Babysitting and Safety certification courses for our residents and Children of Ormond Beach.
- Delivered quarterly Heartsaver CPR/AED certification course for our residents at no charge.
- Certified City employees from Leisure Services, Public Works, and the Police Department in CPR.
- Attended the Daytona Airport Triennial Drill required by FAA. This is a large mass casualty incident.
- Signed an agreement with Daytona State College for students to ride on Ormond Beach units. This EMS skills training is required by the college to become an EMT or Paramedic and give us a chance to recruit new employees.

BUILDING INSPECTIONS AND SERVICES

Building Inspections provides the following services:

- review of all construction plans for residential, commercial and industrial construction
- issuance of approximately 3,000 building permits annually
- conducts approximately 13,000 building, plumbing, mechanical and electrical inspections for various types of construction within the City limits of Ormond Beach in accordance with the Florida building Code and other State and local laws.

Occupational Licensing provides the following services:

- issuance of occupational license renewals
- issuance of new occupational licenses
- completion of contractor registrations

BUILDING INSPECTIONS AND SERVICES

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Permit Fees	974,921	945,000	1,101,000	156,000	16.51%
General Fund	60,168	132,529	(22,556)	(155,085)	-117.02%
Total	1,035,089	1,077,529	1,078,444	915	0.08%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	922,971	955,304	946,713	(8,591)	-0.90%
Operating	112,118	122,225	131,731	9,506	7.78%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,035,089	1,077,529	1,078,444	915	0.08%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Full-time Positions:					
Chief Building Official	1.00	1.00	1.00	0.00	0.00%
Planning Director	0.35	0.00	0.00	0.00	0.00%
Office Manager	1.00	1.00	1.00	0.00	0.00%
Permit Technician	3.00	3.00	3.00	0.00	0.00%
Plans Examiner	1.00	1.00	1.00	0.00	0.00%
Chief Building Inspector	1.00	1.00	1.00	0.00	0.00%
Building Inspector	2.00	2.00	3.00	1.00	50.00%
Engineering Inspector	2.00	2.00	2.00	0.00	0.00%
Total	11.35	11.00	12.00	1.00	9.09%

BUILDING INSPECTIONS

GOALS:

- Strive to complete permit reviews within streamlined timeframes
- Continue providing time sensitive inspection response (next business day) to contractors and homeowners.
- Continue to look for ways to streamline processes to increase efficiency.

PERFORMANCE MEASURES:

	Actuals FY 2017-18	Estimate FY 2018-19	Estimate FY 2019-20	Change FY 2018-19 to FY 2019-20	% Change FY 2018-19 to FY 2019-20
All inspections for building construction, residential and commercial. Does not include inspections outsourced by the jurisdictions. Exclude Private Providers.	20,000	20,000	20,000	-	0.00%
The percentage volume of building inspections completed by target date of requests for inspection being made. Define on-schedule for your jurisdiction.	99%	99%	99%	-	0.00%
Include re-inspections performed by jurisdiction's licensed inspectors only. Exclude outsourced inspections and inspections performed by Private Providers.	4,800	4,200	4,200	-	0.00%
All plans approved during the designated fiscal year regardless of the number of reviews required prior to approval	4022	3,000	3,000	-	0.00%
All BEMP plan reviews. Exclude Zoning reviews.	100%	100%	100%	-	0.00%
All permits for building construction, residential and commercial.	4022	4800	5500	700	14.58%
Time from electronic date that application for permit is entered into the Permits System to when it is entered as "completed" regardless of when customer picks it up. Count only time when jurisdiction has the plans.	100%	100%	100%	-	0.00%
* Reflects projected year end inspection numbers that are increased due to Hurricane Matthew. Budget was 14,000. ** Reflects projected year end re-inspection numbers that are increased due to Hurricane Matthew. Budget was 1800.					

BUILDING INSPECTIONS

ACCOMPLISHMENTS:

- 100% of all building plans shall be electronic submittal
- Maintained 24 hour inspection turnaround for all requests.
- Maintained positions without turnover
- Continued to provide external user training for ProjectDox to Engineers, Architects and builders.
- Added a self-service customer kiosk to the office so that customers can use and be instructed on both online payments/inspection scheduling and Project Dox use
- Revised special event permitting processes that will include training PD and Leisure Services in Project Dox electronic reviews.
- All building inspectors have 1&2 Family Inspector licenses.
- One more building inspector obtained a Fire Safety Inspector certificate.

ROADSIDE AND RIGHT OF WAY MAINTENANCE

The Roadside and Right-of-Way Maintenance program is responsible for the maintenance and repair of City Parks and Properties, 150+ mile network of local roads and related public right of way, including:

- vegetation and debris maintenance of road shoulders, and sidewalks
- right-of-way mowing on a contractual basis
- maintenance and grading of 11 miles of unpaved roads and parking lots that are under the maintenance responsibility of the City
- mowing at the Business Park, Airport and the closed class III Landfill

Program costs are offset in part by the Florida Department of Transportation (FDOT) for road shoulder maintenance and mowing rights-of-way on State roads within the City limits of Ormond Beach. Approximately 98 lane miles of roads are maintained in accordance with an agreement between the City and FDOT for State Road 40, US 1, Nova Road, and A1A (10 lane miles added on Nova Rd). Approximately \$99,000 of the \$175,000 FDOT contract amount offsets road maintenance costs with the balance dedicated to drainage maintenance.

In-house city personnel provide the services listed above except for right-of-way mowing which is a contracted operation.

ROADSIDE AND RIGHT-OF-WAY MAINTENANCE

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Right of Way Maintenance	137,600	116,000	116,000	-	0.00%
Traffic Signal Maintenance	94,866	95,000	100,000	5,000	5.26%
State Highway Lighting	124,819	125,000	125,000	-	0.00%
General Fund	1,645,547	1,701,494	1,886,185	184,691	10.85%
Total	2,002,832	2,037,494	2,227,185	189,691	9.31%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	936,086	1,023,242	1,086,450	63,208	6.18%
Operating	1,066,746	1,014,252	1,140,735	126,483	12.47%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	2,002,832	2,037,494	2,227,185	189,691	9.31%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Public Works Operations Mgr.	0.30	0.00	0.00	0.00	0.00%
Streets Supervisor	1.00	1.00	1.00	0.00	0.00%
Foreman	1.00	1.00	1.00	0.00	0.00%
Maintenance Worker II	9.00	9.00	9.00	0.00	0.00%
Maintenance Worker III	4.00	4.00	4.00	0.00	0.00%
Maintenance Worker IV	3.00	3.00	3.00	0.00	0.00%
Office Assistant II	0.50	0.00	0.00	0.00	0.00%
Public Works Director	0.25	1.00	1.00	0.00	0.00%
Total	19.05	19.00	19.00	0.00	0.00%

ROADSIDE AND RIGHT OF WAY MAINTENANCE

GOALS:

- Respond to calls for customer service by the end of business daily and within 1 hour for after hour call-outs.
- Respond to non-Public Works related work orders by end of business for scheduling.
- Incur no more than twelve (12) reported deficiencies on FDOT inspections yearly.
- Complete FDOT deficiencies with 21 working days.
- Assist in providing traffic control for special events.
- Assist with emergency management issues as they arise.
- Work to create greater efficiency in all aspects of street maintenance and repair.
- Continued employee training and certifications.

ACCOMPLISHMENTS:

Street & Right of Way Maintenance

- 17 miles of shell roads were graded. Projected 17 miles in FY 19/20.
- 3,840 maintenance work orders were completed. Projected 3,850 maintenance w/o in FY 19/20.
- 250 maintenance work orders were completed on FDOT roads. 1,967 man-hours were expended assisting other City departments. Projected 1,500 man-hours assisting other departments in FY 19/20.
- 1,098.5 man-hours working for other departments were for maintenance in City Parks. Projected 750 man-hours in FY 19/20.

Asphalt Maintenance

- 132 asphalt work orders were completed repairing city streets, requiring 184 tons of asphalt. Projected 125 asphalt work orders in FY 19/20, 165 tons of asphalt.
- There were 1 asphalt work orders completed on repairing FDOT roads, requiring 2.5 tons of asphalt.

Concrete Maintenance

- 249 work orders were completed for repairs to City sidewalks, curbs, gutters and catch basin aprons, requiring 313 cubic yards of concrete, 178 tons of recycled concrete and 195 tons of limerock base material. Projected 175 concrete work orders, 180 cubic yards of concrete, 150 tons of recycled concrete and 175 tons of limerock base material in FY 19/20.
- There were 145 work orders completed on FDOT walks, curbs, and gutters, requiring 118 cubic yards of concrete. Projected 50 concrete work orders, 80 cubic yards of concrete in FY 19/20.

Sign Maintenance

- There were 835 work orders completed for Traffic Sign installation and repair. Projected 800 work orders for Traffic Sign installation and / or repairs FY 19/20.

Urban Forestry

- There were 229 trees removed from City R/W's or properties and 2 trees were removed from FDOT R/W's.

ENGINEERING

The Engineering Department is responsible for the following functions:

- Liaison with consultant engineers for the design and construction management for airport, road, drainage, water and sewer, recreational facility, beautification and other capital improvement projects.
- Survey and mapping and computer aided design for in-house projects that are not contracted to a consultant engineer.
- Site plan review and permitting of proposed development applications and inspection of all residential and commercial development projects.

ENGINEERING

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
General Fund	962,868	1,192,244	1,088,022	(104,222)	-8.74%
Total	962,868	1,192,244	1,088,022	(104,222)	-8.74%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	891,731	1,143,444	1,037,772	(105,672)	-9.24%
Operating	71,137	48,800	50,250	1,450	2.97%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	962,868	1,192,244	1,088,022	(104,222)	-8.74%

Staffing Summary:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Full-time Positions:					
Public Works Director	0.25	0.00	0.00	0.00	0.00%
City Engineer	1.00	1.00	1.00	0.00	0.00%
Civil Engineer	1.00	1.00	1.00	0.00	0.00%
Chief Engineering Technician	1.00	1.00	1.00	0.00	0.00%
Construction Engineer	1.00	1.00	1.00	0.00	0.00%
Engineering Inspector	3.00	3.00	3.00	0.00	0.00%
Engineering Project Manager	1.00	0.00	0.00	0.00	0.00%
Deputy City Engineer	0.00	1.00	1.00	0.00	0.00%
Engineering Project Coordinator	1.00	1.00	1.00	0.00	0.00%
Landscape Architect	1.00	1.00	1.00	0.00	0.00%
Permit Technician	1.00	1.00	1.00	0.00	0.00%
Engineering Technician	1.00	1.00	1.00	0.00	0.00%
Total	12.25	12.00	12.00	0.00	0.00%

ENGINEERING

GOALS:

- Complete 75% of assigned capital improvement projects within 30 days of the substantial completion date established with the Notice to Proceed.
- Final project costs not to exceed 10% of bid cost for all change orders with the exception of City requested additions to original project scope of work.
- To receive 85% of bids below Engineer's final design cost estimate.

ACCOMPLISHMENTS:

2019 Roadway Rehabilitation – Resurfacing

- Completed the annual road resurfacing contract with approximately 1.3 miles of City streets repaved.

2019 Road Rehabilitation – Microsurfacing

- Completed the annual microsurfacing of approximately 4.1 miles of roadway.

2019 Storm & Sewer Pipe Lining

- Performed restoration improvements to approximately 3,800 linear feet of existing deteriorated and leaking stormdrain and approximately 3,800 linear feet of sewer pipe at various locations throughout the City, using cured-in-place pipe lining.

Breakaway Trails Reclaimed Water Storage & Pumping Station

- Commenced construction of a new pre-stressed concrete reclaimed water storage tank and pump station with variable speed pumps. The project is receiving partial funding from a SJRWMD grant.

Coquina Court Drainage Improvements

- Completed construction of approximately 520 feet of 24-inch stormwater pipe along Coquina Court and Board Avenue, to reduce the extent and frequency of localized flooding in the area.

Cassen Park Pier Replacement

- Repaired damages sustained during Hurricane Irma. Received a FIND Disaster Relief grant to offset a portion of the expense, FEMA funding has been obligated.

Cassen Park Public Dock

- Construction commenced on a public dock adjacent to the fishing pier at Cassen Park. After Hurricane Irma, the original scope of the project was expanded to include expanding a proposed breakwater to better protect City Facility against future storm damage. Received FIND Grants for partial design and construction funding for the project.

CDBG – Ames Park

- Construction of improvements to the parking lot at Ames Park.

ENGINEERING

ACCOMPLISHMENTS:

CDBG – Landscape Renovations

- Installation of new landscaping and irrigation at Ames Park, Cassen Park, and Bailey Riverbridge Gardens. These parks sustained damage to the landscapes during Hurricanes Matthew and Irma, and damaged plant material was removed but not replaced.

Force Main Repairs

- Completed construction of sanitary sewer force main upgrades on A1A/Oceanshore Blvd, Spanish Waters Drive, Granada Blvd/Bovard, and Abby Way. These upgrades will improve the configuration, operational reliability, and redundancy of the force main system.

Forest Hills Trail

- Completed construction of a 3,400 LF multi-use trail, with lighting, connecting the Forest Hills neighborhood to Mayfield Terrace. The project was partially funded by an FDOT Local Agency Participation (LAP) agreement.

Granada Blvd. Landscape Renovations

- Completed design and commenced construction of landscape renovations and irrigation system upgrades in the Granada Blvd. medians from Orchard Street to the I-95 overpass, including the entrance/exit ramps. This project primarily funded by an FDOT Joint Participation Agreement.

Laurel Creek Stream Gauges

- Installed water level detectors/flow meters at three additional locations on Laurel Creek. These monitoring stations will provide additional data and allow City Staff to make better decisions and be more responsive during times of significant rainfall.

North US1 Water Main Improvements (Phase I)

- Completed construction on a new water main through Ormond Crossings to US1 which will provide increased pressures through the looping with the existing water main and additional reliability.

OBSC Lighting Baseball Field 3 and Soccer Fields 1-3

- Installed lighting fixtures and poles on Wendlestadt baseball field 3 and soccer fields 1, 2, and 3 which were previously unlit. The lighting fixtures installed are LED which are energy efficient, control glare, and provide superior lighting uniformity for better playability.

Outfall Pipe Replacement

- Completed construction for the repair of the damaged Melrose effluent outfall pipe crossing under the Halifax River.

ENGINEERING

ACCOMPLISHMENTS:

WTP Lime Slaker Unit Replacement & Sodium Hypochlorite Generator Replacement

- Commenced construction of 2 replacement lime slaker units and sodium hypochlorite generator, including new generator skids and miscellaneous equipment and minor electrical modifications at the water treatment plant.

WTP Solids Handling Facility Upgrades

- Commenced construction on replacement of solid handling facility dewatering structure and existing centrifuges with a new steel building and vacuum presses.

WWTP Sludge Dewatering & Re-Aeration Basin Improvements

- Commenced construction of improvements to the sludge dewatering process that involves replacement of the two existing centrifuges and polymer blending systems, replacing the bridges and handrails on the two digesters, and structural upgrades within the re-aeration basin.

FLEET OPERATIONS

Fleet Operations is a support service function of city government provides a comprehensive array of repair and preventative maintenance services for a fleet of approximately 229 vehicles and 399 pieces of equipment and other non-rolling stock. Fleet Operations core services include:

- maintaining a parts shop and inventory
- coordination of all sublet repairs
- management of the City's vehicle replacement program
- overseeing operations of the City's central fueling facility
- maintaining management and billing information for all vehicles and equipment

As an "internal service" operation, Fleet Maintenance recovers its labor and overhead through an hourly labor rate billed to user departments and from a 25% surcharge levied on parts and sublet repairs and a 10% surcharge on fuel. The cost of all parts and sublet repairs are charged directly to the user department.

FLEET OPERATIONS

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
General Fund	1,316,960	1,233,777	1,380,289	146,512	11.88%
Total	1,316,960	1,233,777	1,380,289	146,512	11.88%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	355,856	360,643	356,156	(4,487)	-1.24%
Operating	961,104	873,134	1,024,133	150,999	17.29%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,316,960	1,233,777	1,380,289	146,512	11.88%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Full-time Positions:					
Garage Supervisor	1.00	1.00	1.00	0.00	0.00%
Fleet System Specialist	1.00	1.00	1.00	0.00	0.00%
Mechanic II	1.00	1.00	1.00	0.00	0.00%
Mechanic III	1.00	2.00	2.00	0.00	0.00%
Part-time Positions:					
Courier (part-time)	0.50	0.50	0.50	0.00	0.00%
Total	4.50	5.50	5.50	0.00	0.00%

FLEET OPERATIONS

GOALS:

- Focus Fleet Operations on rolling stock by limiting subletting of small repairs and maintenance of handheld equipment.
- Maintain vehicle downtime of no more than 7% for all Fire and Police vehicles.
- Maintain an average productivity rate for all mechanics of 83% that generates billable labor rate hours from work orders.
- Achieve ASE Blue Seal of Excellence for 13th consecutive year.
- Continue to provide for efficient, timely and cost effective delivery of repair and maintenance service to the City.
- Pursue options for succession planning within Fleet Operations
- Continue implementation of CIP vehicle in-house builds

ACCOMPLISHMENTS:

- Achieved ASE Blue Seal of Excellence for 12th consecutive year.
- Achieved a downtime rate of lower than 6.8% for all emergency vehicles.
- Completed certification programs for all technicians.
- Continued reduction in parts inventories by Identifying obsolete parts and provide a cost effective recovery and disposal program.
- Continue being a GM Warranty Certified repair facility.

ECONOMIC DEVELOPMENT

The City's Economic Development Department promotes development and redevelopment in Ormond Beach, including the Airport Business Park, downtown, and other areas within the community. In addition, Economic Development works closely with private property owners and City and County officials in the creation and development of a business park in the area along north US1 and Interstate 95. Economic Development also markets the City of Ormond Beach to prospective businesses and visitors.

ECONOMIC DEVELOPMENT

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
General Fund	413,683	390,128	382,023	(8,105)	-2.08%
Total	413,683	390,128	382,023	(8,105)	-2.08%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Personnel Services	128,140	135,640	153,385	17,745	13.08%
Operating	82,189	100,331	146,931	46,600	46.45%
Capital	-	-	-	-	0.00%
Economic Incentives	203,354	154,157	81,707	(72,450)	-47.00%
Total	413,683	390,128	382,023	(8,105)	-2.08%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Full-time Positions:					
Economic Development Dir.	0.90	1.00	1.00	0.00	0.00%
Total	0.90	1.00	1.00	0.00	0.00%

ECONOMIC DEVELOPMENT

GOALS:

- Retain industrial businesses through visitation program and assist with expansion projects.
- Conduct the first annual Business Retention Survey of target industry in the City in collaboration with the Chamber of Commerce.
- Work with key target businesses in plant expansion and job creation initiatives.
- Collaborate with economic development partners to market & attract out-of-state businesses/visitors to the City.
- Develop/Implement Main Street economic development initiatives.
- Manage City's Business Park including:
 - Prepare marketing material and promote development opportunities at the airport and business park for attraction and expansion of target industry.
 - Work closely with businesses on improvements to the electrical and internet infrastructure.
 - Work with Public Works to develop plans and construct the extension of Signal Avenue and Tower Circle East into the Southwest Quadrant of the Airport.
- Publish and distribute quarterly Economic Development newsletter.
- Update the Economic Development Plan Strategic Plan,
- Work closely with Tomoka Holdings to open up land in the Ormond Crossings master development project.

ACCOMPLISHMENTS:

- Worked with businesses throughout the City to retain and expand their operations and employment base, including, Concentrated Aloe, and Security First Insurance.
- Recruitment of new businesses to the City including Lucky's Market to Downtown CRA.
- Updated economic development marketing material to promote business attraction in the City, Ormond Crossings, Ormond Beach Airport and Business Park.
- In collaboration with the Ormond Beach Chamber of Commerce published the biennial Doing Business in Ormond Beach booklet.
- Provided leadership and consultation to the Ormond Beach Chamber of Commerce, Main Street Inc., and Team Volusia EDC organizations to improve the business climate in the City.

PARKS AND GROUNDS MAINTENANCE

Parks and grounds maintenance program is responsible for:

- routine grounds maintenance
- mowing, general beautification and upkeep of all City's parks and on-site buildings to include:
 - grass mowing
 - flower bed and shrub maintenance
- maintenance and trash collection of the medians along AIA and State Road 40

With the exception of the Memorial Art Gardens, all parks and ground maintenance is performed on a contracted basis.

PARKS AND GROUNDS MAINTENANCE

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
General Fund	2,087,277	2,177,602	2,326,992	149,390	6.86%
Total	2,087,277	2,177,602	2,326,992	149,390	6.86%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	334,584	326,095	344,846	18,751	5.75%
Operating	1,752,693	1,851,507	1,982,146	130,639	7.06%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	2,087,277	2,177,602	2,326,992	149,390	6.86%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Full-time Positions:					
Maintenance Foreman	1.00	1.00	1.00	0.00	0.00%
Contract Manager	1.00	1.00	1.00	0.00	0.00%
Tradesworker	1.00	1.00	1.00	0.00	0.00%
Maintenance Worker II	1.00	1.00	2.00	1.00	100.00%
Seasonal Positions:					
Maintenance Worker II (1)	0.00	0.00	0.00	0.00	0.00%
Part-time Positions:					
Maintenance Worker II (4)	2.00	2.00	1.00	-1.00	0.00%
Total	6.00	6.00	6.00	0.00	0.00%

PARKS AND GROUNDS MAINTENANCE

GOALS:

- Ensure all parks and grounds are inspected bi-weekly to ensure safety, accessibility and cleanliness.
- Quarterly safety meetings with staff.
- Continuation of Hurricane Irma repairs to include replacement of items damaged at Cassen Fishing Pier.
- Quarterly meetings with park staff to discuss progress and course of maintenance.
- To stay on top of additional leaf blowing removal/pressure washing of added concrete and wood paths.
- Work with building maintenance as needed to ensure park buildings are clean, safe and inviting to the public.
- Quarterly budget review to ensure department is staying within budget.
- Work with building maintenance in preparation for Christmas decorations to be placed around the city.
- Continue to develop need assessments to prioritize enhancements and/or replacement projects and relay information in weekly appraisal meetings with building maintenance, landscape contract manager and facilities maintenance contracts manager to address any issues that may need to be addressed.
- Maintain the appearance of City parks and facilities through regular maintenance.

PERFORMANCE MEASURES:

	Actual FY 2019-20*	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Number acres of passive park	80	80	80	-	0.00%
Number of acres of active park	412	412	412	-	0.00%
Number of park acres maintained	492	492	492	-	0.00%
Number of volunteer hours	23,177	23,092	69,500	46,408	200.97%
Number of children registered in summer programs	45	67	200	133	198.51%
Number of available spaces in summer programs (number of registered that are placed)	45	67	220	153	228.36%
Number of children in jurisdiction	6,730	6,730	6,730	-	0.00%

*COVID19

PARKS AND GROUNDS MAINTENANCE

ACCOMPLISHMENTS:

- Maintained files for photographs and supporting documents for areas of concern
 - Major cleanup of 3 transient encampments at Riverbend Park in support of the new bike trail.
 - Weekly Safety training classes instituted
 - Engraved, constructed and installed new benches and trash receptacles at the new Cassen Park Pier replaced after the hurricane.
 - Replaced beach access stairs at ARBP
 - Removed and disposed of three antiquated scoreboards at athletic fields.
 - Created standard work schedule for all part time and full time people covering all parks for every week.
 - Installed concrete posts and tie downs at Rockefeller Gardens to support the movie screen.
- Communicate with Contract Manager any issues found with overall cleanliness of restroom facilities.

LEISURE SERVICES ADMINISTRATION/REGISTRATION

Leisure Services Administration provides the executive leadership and guidance necessary to carry out the mission, goals and policies for recreational, cultural, senior center, special events, special populations, and athletic field's maintenance programs. Leisure Services Administration also processes enrollment and completes registrations for:

- Youth and adult recreation programs
- Contractual instructor classes
- Gymnastics
- Summer camp programs
- Tennis programs
- Field and park rentals

Leisure Services manages recreation center activities held at Nova Community Center, South Ormond Neighborhood Center, Ormond Beach Gymnastics Center and Performing Arts Center.

LEISURE SERVICES ADMINISTRATION/REGISTRATION

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Liability Insurance	3,056	13,000	9,100	(3,900)	-30.00%
ARBFP Concession Rental	8,333	10,000	10,000	-	0.00%
General Fund	656,673	671,742	712,373	40,631	6.05%
Total	668,062	694,742	731,473	36,731	5.29%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	477,071	507,880	510,040	2,160	0.43%
Operating	190,991	186,862	221,433	34,571	18.50%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	668,062	694,742	731,473	36,731	5.29%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Full-time Positions:					
Leisure Services Director	1.00	1.00	1.00	0.00	0.00%
Asst. Leisure Services Director	1.00	1.00	1.00	0.00	0.00%
Recreation Program Specialist	1.00	1.00	1.00	0.00	0.00%
Office Manager	1.00	1.00	1.00	0.00	0.00%
Office Assistant III	2.00	2.00	2.00	0.00	0.00%
Part-time Positions:					
Office Assistant I	0.63	0.50	0.50	0.00	0.00%
Total	6.63	6.50	6.50	0.00	0.00%

LEISURE SERVICES ADMINISTRATION/REGISTRATION

GOALS:

- Create a new user friendly Leisure Service website focused on programming and activities.
- Apply for Tree City USA Growth Award, through National Arbor Day Foundation.
- Take over Mayors Health and Fitness Challenge.
- Revamp advertising for summer camps, summer clinics, and yearly programming.
- Partner with engineering to apply for ECHO grant for sports field lighting.
- Develop free lunch and learn programming for the Environmental Discovery Center.
- Provide support to the Community Garden Committee to plan the third community garden in 2018/2019 which may be implemented in fiscal year 2019/2020.
- Promote the existing “Memorial Tree” and “Memorial Bench” programs.
- Ensure the continued use of volunteers.
- Retain Ormond Beach’s Tree City USA designation.
- Apply for the NRPA Gold Medal award for the department.
- Achieve all City Commission goals for Leisure Services for FY 2018-19 by the end of the fiscal year.
- Update Master Plan
- Implement Hometown Hero Banner Program

PERFORMANCE MEASURES:

	Actual FY 2019-20*	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Workload:					
# of Field/Park/Facility Rentals	276	132	325	193	146.21%
# of Online Registrations	32	10	50	40	400.00%
Efficiency/Effectiveness:					
Achieve City Commission Goals	100%	100%	100%	-	0.00%
Customer Satisfaction %	90%	90%	90%	-	0.00%

*COVID-19

LEISURE SERVICES ADMINISTRATION/REGISTRATION

ACCOMPLISHMENTS:

- Community Partnerships: Several programs, projects and events were completed through new and ongoing community partnerships this year.
- New Activity Guide designed and posted.
- Updated department Facebook and Instagram social media platforms.
- Facilitated the OB Life, Community Conversations program
- Revamped the Adopt a Park program guidelines.
- Increased participation in Adopt a Park program
- Helped facilitate Employee Appreciation Day event.
- Revamped summer camp, summer clinics, and various program flyers.
- Department was once again designated as Tree City USA.
- Nourishing the interest of current volunteers for the possibility of a third Community Garden, and the Environmental Discovery Center.
- Application for NRPA Gold Medal award was submitted.
- Helped facilitate State of City event.
- Expanded involvement with Volusia County Recreation Directors Association by attending monthly meetings.
- Recreation Program Specialist and Assistant LS Director obtained the NAYS Youth Sports Administrators Certifications.
- Three free fishing tournaments were once again held this year as per City Commission goals.

THE CASEMENTS

The Casements is the flagship community enrichment center on the peninsula serving nearly one third of the city's population. Programs that take place at The Casements, in Central Park or as outreach experiences include:

- environmental education such as urban homeowner's landscape conservation
- organic gardening
- safe boating
- manatee and wildlife protection classes and the arts
- Youth-at-Risk programs through story-telling
- computer enrichment classes
- arts and literacy education

Programs and classes offered at Osceola School and the Casements raise confidence and self-esteem to benefit youth, serve families and enhance community values.

As a historic facility, the former home of John D. Rockefeller, Sr., a Great Floridian is on the National Register for Historic Places and is an echo-tourism destination for visitors in Ormond Beach. It serves as an important landmark and symbol of historic preservation for the community within an urban park setting of leisure service facilities.

THE CASEMENTS

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Casement Fees	26,203	35,000	35,000	-	0.00%
General Fund	245,745	233,779	232,669	(1,110)	-0.47%
Total	271,948	268,779	267,669	(1,110)	-0.41%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	150,876	159,598	142,336	(17,262)	-10.82%
Operating	121,072	109,181	125,333	16,152	14.79%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	271,948	268,779	267,669	(1,110)	-0.41%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Full-time Positions:					
Cultural Center Coordinator	1.00	1.00	1.00	0.00	0.00%
Part-time Positions:					
Maintenance Worker (2)	1.00	1.00	1.00	0.00	0.00%
Recreation Leader (2)	1.25	1.00	1.00	0.00	0.00%
Special Events Tech (1)	0.50	0.50	0.50	0.00	0.00%
Seasonal:					
Summer Counselors	0.00	0.00	0.00	0.00	0.00%
Total	3.75	3.50	3.50	0.00	0.00%

THE CASEMENTS

GOALS:

- Increase revenue through rentals, events and programming.
- Grow sponsorships with monthly movies, Swing Into Spring, Once Upon a Storytime and other community events.
- Continue partnerships with Ormond MainStreet, Ormond Memorial Art Museum and Gardens, The Ormond Beach Historical Trust, Ormond Beach Chamber of Commerce, The Iranian American Society of Daytona Beach, National Multiple Sclerosis, Runner's High, Run for A Cause, Salty Church, Ormond Beach Rotary, The Antique Automobile Association and The Jewish American Society as it relates to the various community events held on our property.
- Increase sponsorships and partnerships to grow offerings for the summer Enviro Camp.
- Increase attendance at the spring concert series, Swing Into Spring.
- Increase attendance at the monthly "Movies on the Halifax".
- Plan and execute a new weekday lunchtime concert series downtown on The Casements North Lawn.
- Revamp "Rockefeller Revisited" with an updated program for the Fall.
- Update kitchen with new solid surface countertops.

PERFORMANCE MEASURES:

	Actual FY 2019-20	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Workload:					
Attendance/Participants:					
Special Events	34,762	50,000	70,000	20,000	40.00%
Tours *	13,777	11,000	14,000	3,000	27.27%
Programs/Classes	182	200	235	35	17.50%
# Rentals:					
Rentals/Groups - Casements	134	100	120	20	20.00%
Rentals/Groups - Riverbridge	68	50	75	25	50.00%
Efficiency/Effectiveness:					
Overall "satisfied/very satisfied" %	95	95	95	-	0.00%

*Includes Oncell App Tours

THE CASEMENTS

ACCOMPLISHMENTS:

- The Casements continues to be the only beachside cultural center that offers fitness, cooking, art and various educational opportunities.
- The Casement partnered for the first time with Ormond Beach Rotary to offer a craft beer festival in Rockefeller Gardens.
- Casements staff attended “Hooked on Fishing, Not on Drugs” workshop to learn new fishing techniques to teach during summer Enviro Camp.
- Casements staff attended a “Social Media” conference to learn updated techniques in marketing various programs.
- Casements staff added a “Christmas Through the Years” page to the virtual Oncell tour.
- Casements staff posted a weekly Instagram story “Tidbit Tuesday” throughout this fiscal year.
- The Casements has grown their Facebook page with over 1500 followers.
- The Casements has 980 followers on their Instagram page.
- Secured a new partnership with Tomoka Outpost to offer kayaking during Enviro Camp.
- Offered two offsite field trips during Enviro Camp.
- Filled Enviro Camp during the first day of registration
- Offered 4 Full Session Scholarships for Enviro Camp through the Joyce Ebbets Scholarship Fund.
- Worked with various community partners to offer Echo Rangers, Starry, Starry Night, Taste of Ormond, Celtic Festival, MS Family Fun Run, Ormond LIVE, Riverfest, The Gaslight Parade, The Antique Car Show, Salty Church Celebration, Tomoka Marathon, Tomoka Triathlon, Persian Festival, King of the Grill, Craft Beer Fest, International Yoga Day in Rockefeller Gardens, Fortuanto Park and The Casements North Lawn.
- Worked with The Casements Guild to offer their 40th anniversary Christmas Gala during the holidays and celebrated their 40 years of service during National Volunteer Week.
- Worked with The Casements Guild to prepare for the Carriage House Expansion Project.

PERFORMING ARTS CENTER

The Ormond Beach Performing Arts Center (OBPAC) consists of an auditorium, rehearsal room, studio and music rooms for City-sponsored groups, professional theater and musical productions. The Center has a seating capacity for 627 people and is built in a fan-shaped, stadium-style configuration.

The Center is also used for many activities, to include:

- | | |
|-----------------------|----------------------------|
| ➤ Youth dance classes | ➤ Additional dance classes |
| ➤ Recitals | ➤ Acting classes |
| ➤ Senior shows | ➤ Voice and piano lessons |
| ➤ Music events | ➤ Children's choir |
| ➤ Children's theater | ➤ Cultural arts classes |
| ➤ Workshops | ➤ Activities seminars |

PERFORMING ARTS CENTER

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Tickets/Concessions	86,925	36,000	79,000	43,000	119.44%
General Fund	332,668	232,580	194,166	(38,414)	-16.52%
Total	419,593	268,580	273,166	4,586	1.71%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	135,183	155,281	146,862	(8,419)	-5.42%
Operating	284,410	113,299	126,304	13,005	11.48%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	419,593	268,580	273,166	4,586	1.71%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Full-time Positions:					
P.A.C. Supervisor	1.00	1.00	1.00	0.00	0.00%
Part-time Positions:					
Maintenance Worker (2)	1.00	1.00	1.00	0.00	0.00%
Recreation Leader (1)	0.75	0.50	0.50	0.00	0.00%
Box Office Attendant (2)	1.00	1.00	1.00	0.00	0.00%
Total	3.75	3.50	3.50	0.00	0.00%

PERFORMING ARTS CENTER

GOALS:

- Achieve a 90% or better satisfaction rating from show producers, classes and instructors.
- Seek business partnerships to generate grants/donations.
- Achieve 80% or better of return contracts/rentals.
- Maintain total visits at over 40,000 for shows.
- Produce a (12) day children's summer theatre/production camp through partnership with local theatre/children's arts group.
- Produce a (9) day summer dance camp through local partnerships.
- Increase rental/facility revenue by partnering with local producer to bring in national performers.
- Work with internal show groups to improve ticket sales.
- Seek alternative revenue by increasing daily event rentals for studios/dance rooms.
- Increase day-to-day volunteerism with internal show groups.
- Increase online ticket sales by 2% over last year's numbers through public awareness campaign.

PERFORMANCE MEASURES:

	Actual FY 2019-20	Actual FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Workload:					
Rentals	717	-	297	297	-
Shows/Rentals Attendance	17,220	-	8,280	8,280	-
New Contracts	4	-	1	1	-
Not for Profit Shows	13	-	7	7	-
For Profit Shows	20	-	6	6	-
Efficiency/Effectiveness:					
Returning Contracts	15	-	8	8	-
Customer Satisfaction %	95%	0%	95%	95%	-

PERFORMING ARTS CENTER

ACCOMPLISHMENTS:

- Services expanded to local businesses by incorporating business meetings and training sessions in addition to facility rentals.
- Served as a shelter and food distribution site for City emergency crews and employees during peacetime emergencies.
- Created new relationships with community based not-for-profit service organizations and faith based groups, hosting successful fundraising events.
- Network with other area theatre professionals and attended the InfoComm Conference.
- 30% of total PAC ticket sales are internet based which is a 5% increase over last fiscal year.
- The PAC has over 220 total volunteers who donate approximately 3,000 hours annually.

SENIOR CENTER

The Senior Center program coordinates the activities of a multi-purpose center that includes programs for persons over 55 years of age in the following areas:

- Health
- Arts
- Languages
- Nutrition
- Theater
- Personal finance
- Technology
- Music

The Center also offers classes and activities for physically and mentally challenged citizens and those with other special needs.

In addition, the Center hosts the Ormond Senior Games and maintains the Mainland Council on Aging Senior Congregate Dining and Meals on Wheels programs.

SENIOR CENTER

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Senior Center	3,981	5,000	5,000	-	0.00%
General Fund	83,940	89,157	92,399	3,242	3.64%
Total	87,921	94,157	97,399	3,242	3.44%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	10,478	14,923	13,985	(938)	-6.29%
Operating	77,443	79,234	83,414	4,180	5.28%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	87,921	94,157	97,399	3,242	3.44%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Part-time Positions:					
Maintenance Worker (1)	0.50	0.50	0.50	0.00	0.00%
Total	0.50	0.50	0.50	0.00	0.00%

SENIOR CENTER

GOALS:

- Monitor the management agreement with Council on Aging to ensure terms of the contract are met.
- Expand evening and weekend rentals to increase revenue wherever possible.

ACCOMPLISHMENTS:

- Continued the Council on Aging Lease Agreement.
- Partnered with long time facility rentals Tomoka Duplicate Bridge and Granada Squares Dancers.
- Expanded rentals and usage to include:
 - Dance Classes
 - Concerts
 - Sunday Church Service
 - Homeowners Association Meetings
 - Sports Association Meetings
 - Seminars

COMMUNITY EVENTS

Community Events coordinates and produces community and City-sponsored holiday and cultural events such as the Fireworks on the Halifax & Independence Day Celebration, Santa Land, Holiday Parade, Art in the Park and the Birthplace of Speed Celebration. This division also coordinates various celebrations, dedications, remembrances, groundbreakings, historical celebrations and various other official City events. Assistance is also provided to other City departments, boards and committees, outside agencies and community service clubs with the presentation of their event schedules.

COMMUNITY EVENTS

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Sponsorship	202	15,000	15,000	-	0.00%
General Fund	126,944	187,910	191,649	3,739	1.99%
Total	127,146	202,910	206,649	3,739	1.84%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	85,053	105,410	94,509	(10,901)	-10.34%
Operating	42,093	97,500	112,140	14,640	15.02%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	127,146	202,910	206,649	3,739	1.84%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Full-time Positions:					
Community Events Coordinator	1.00	1.00	1.00	0.00	0.00%
Part-time Positions:					
Community Events Leader (2)	1.25	1.00	1.00	0.00	0.00%
Total	2.25	2.00	2.00	0.00	0.00%

COMMUNITY EVENTS

GOALS:

- Staff continued development of the Art in the Park event, which was very well received due to the greater quality of the art and craft vendors, a variety of music, and event logistics. The Art in the Park event is a partnership endeavor with the Ormond Memorial Art Museum.
- The Girl Scouts Art Exhibit was added in The Casements showcasing over 300 pieces of arts & crafts from Girl Scout Troops from Volusia County and all over Central Florida.
- Staff added amenities to the “Children’s Craft Zone” for the Art in the Park event.
- The Community Events staff with the Memorial Day Committee held the annual Memorial Day Remembrance Service in Rockefeller Gardens. The support of local businesses, civic organizations, and sponsors, we provided the community with a memorable and honorable service.
- Planned and presented three successful kids fishing tournaments. New and return sponsors have contributed prizes, fishing poles, tackle, and refreshments for the participants.
- Produced and organized a successful Veteran’s Day Celebration for over 80 local veterans.
- Assisted The Senior Games Board with the 2018 Senior Games Olympics, which had 300 participants, playing in 20 games/activities.
- Presented Summer Sounds Free Concert Series. 3 Concerts.
- Staff assisted Parade Board to increase sponsorships, attendance, and overall presentation of the Home for the Holidays Parade and prizes awarded at a city commission meeting. All three objectives were met and exceeded.
- Staff programmed and facilitated several successful holiday events including Santa on the Go, Holiday Concert, Breakfast with Santa, Letters to Santa, and decorating City Hall tree with students from PACE Center.
- Hosted the Arbor Day Celebration and partnered with EDC Coordinator to add new elements to this event that included an arts and crafts project.
- Continued with community partnerships with many non-profits and civic groups including: Kiwanis Club, Lions Club, Boy & Girl Scouts, Ormond Beach Historical Society, The Casements Guild, Ormond Main Street, Ormond Beach Chamber of Commerce, American Legion Post 267, Civil Air Patrol, Disabled American Veterans, PACE, and Seabreeze High School.
- Increase volunteer and community service worker participation for: July 4th, AITP, Memorial Day, Holiday Parade, kids fishing tournaments, and Veterans Day.

COMMUNITY EVENTS

PERFORMANCE MEASURES:

	Actual FY 2019-20	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Community Events					
Workload:					
Events Total	5	15	100	85	566.67%
Non-annual events	6	12	85	73	608.33%
Efficiency/Effectiveness:					
Customer Satisfaction % - Events	94%	94%	94%	-	0.00%

ACCOMPLISHMENTS:

- Assisted with many cross-departmental events: Earth Day, National Night Out, Mayor's Health & Fitness Challenge, Employee Appreciation Day Luncheon, Police Awards Ceremony, and Ormond Chamber Leadership program.
- Assisted with the monthly "Walk with the Manager" program.
- Assisted Human Resources with workshop food, beverages, and lunches for ongoing training classes.
- Assisted with City Commission workshops and shade meetings, and State of the City.
- Assisted with the OB Life Series for seven months.
- Assisted with water tank ground breaking at Break A Way Trails.
- Assisted with Cassen Pier Ribbon Cutting and naming of the pier.
- Assisted with Rick Boehm softball field ground breaking
- Assisted with Costello stage dedication.
- Assisted with Forest Hills Trail ribbon cutting.
- Coordinator served as the department liaison to the Ormond Beach Chamber's bi-monthly Economic Prosperity Meeting.

ENVIRONMENTAL DISCOVERY CENTER

The Environmental Discovery Center's mission is to foster an awareness and appreciation of the natural environment by providing stimulating environmental education programs that inspire participants to be active stewards of their surrounding natural resources.

The City of Ormond Beach's Environmental Discovery Center (EDC) provides visitors with a glimpse into the diverse ecosystems of Ormond Beach, specifically Central Park. This 2,000 square foot facility is designed to be self-guided. The building serves as a hub for the programming and special events that will immerse visitors in these ecosystems and provide hands-on education.

ENVIRONMENTAL DISCOVERY CENTER

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
General Fund	115,988	160,814	155,789	(5,025)	-3.12%
Total	115,988	160,814	155,789	(5,025)	-3.12%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	61,907	96,056	89,351	(6,705)	-6.98%
Operating	54,081	64,758	66,438	1,680	2.59%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	115,988	160,814	155,789	(5,025)	-3.12%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Full-time Positions:					
Recreation Center Coordinator	1.00	1.00	1.00	0.00	0.00%
Part-time Positions:					
Rec Leader (2)	1.00	1.00	1.00	0.00	0.00%
Seasonal Positions:					
Summer Counselors	0.00	0.00	0.00	0.00	0.00%
Total					
	2.00	2.00	2.00	0.00	0.00%

ENVIRONMENTAL DISCOVERY CENTER

GOALS:

- Continue to increase overall attendance numbers (walk-ins, program participants, events, etc.) 10% each quarter
- Increase number of meetings, workshops, lectures, classes, and field trips held on Tuesdays, Wednesdays, and Thursdays
- Create adult programs to be held weekdays (ex. craft group, guided nature walks, exercise classes)
- Create children's nature-themed puppet show programs to be held on a monthly basis
- Create day camp curriculum in order to offer day camps during the next fiscal year
- Create birthday party programs to offer renters
- Increase number of field trips by 20% each quarter
- Continue to market field trips to teachers, scout leaders, homeschool parents
- Develop adult field trip curriculum and market adult field trips
- Develop preschool field trip curriculum and market to day cares, preschools, etc.
- Host four community events minimum per year
- Continue to provide Project WILD workshops at least once per quarter
- Continue to update current exhibits and display items seasonally
- Send donation request to US Fish & Wildlife Services for exhibit materials
- Continue to increase volunteer force by 20% each quarter
- Organize EDC Volunteer field trips and workshops
- Increase social media presence – create Instagram account; increase followers, post regularly (three or more times per week)
- Increase & expand partnerships between EDC & other environmental agencies (ex. Project Learning Tree, Save the Manatees, Green Volusia, Reptile Discovery Center, etc.)
- Increase & expand partnerships between EDC & local civic clubs, adult communities, organizations
- Increase & expand partnerships between EDC & local schools (pre-K, elementary schools, middle schools, high schools, colleges, universities)
- Form a committee with sister facilities and meet quarterly (Marine Science Center, Lyonia Environmental Center, Marine Discovery Center, etc.)
- Attend outreach events (ex. Lagoonacy, Earth Day Picnic on the Plaza, Kids Day America)
- Work with Landscape Architect and Landscape Contracts Manager to update the EDC Grounds
- Apply for the Florida Wildflower Foundation's Viva Florida Wildflower Grant
- Collaborate with Girl Scout Troop 1251 to update the EDC Butterfly Garden and create butterfly signs

ENVIRONMENTAL DISCOVERY CENTER

ACCOMPLISHMENTS:

- Increased overall attendance numbers (walk-ins, program participants, events, etc.) 28.48% compared to the previous fiscal year
- Increased overall number of programs 89.66% compared to the previous fiscal year
- Increased number of meetings, workshops, lectures, and classes, particularly on Fridays and Saturdays
- Held an estimated 153 programs, field trips, meetings, and rentals total during the fiscal year
- Created reoccurring, monthly children's programs for K-5 grade ("Elementary Explorers")
- Created reoccurring, monthly children's program for ages 3-5 ("Little Learners")
- Created kids' holiday crafts program which occurs on a monthly basis (i.e. December Holiday Crafts, February Valentine's Day Crafts, etc.)
- Continued partnership with Volusia County ECHO Rangers Program.
- Created new field trip curriculum for grades K-5, Girl Scouts, homeschool groups, and youth organizations
- Increased number of field trips by 75% compared to the previous fiscal year
- Held field trips for homeschool groups, scout troops (Girl Scouts, Navigators USA), youth organization (i.e. Great Kids Learning Center), public elementary schools (Pathways, Osceola), and private schools (Calvary Christian Academy, UBIC Academy).
- Held The Casements' Enviro Camp at the facility during the summer
- Held Community Gardens Volunteer Board and EDC Volunteers meetings in the EDC Classroom on a monthly basis
- Partnered with Riverbend Academy and the Parks Division for a Central Park clean up
- Partnered with Ormond Beach Police Department to hold Strategic Planning Meeting in the EDC Classroom.
- Partnered with Ormond Beach Planning Department and Engineering Department to hold the FFMA Conference field trip in Central Park and the EDC
- Partnered with Bethune-Cookman University and Stetson University to provide the Coastal Science Research Workshop event in October with an estimated 60 people in attendance
- Partnered with Community Events Division to provide the Arbor Day Event at Ormond Beach Elementary School in January
- Partnered with Halifax River Audubon to provide the second annual Great Backyard Bird Count community event in February with an estimated 200 people in attendance
- Provided Project WILD workshops for educators at least once per quarter
- Updated current exhibits and display items; exhibit materials now rotate seasonally, include more hands-on, interactive materials
- Created EDC Classroom activity stations with coloring pages, puzzles, microscope observations, etc. that rotate seasonally with exhibits

ENVIRONMENTAL DISCOVERY CENTER

ACCOMPLISHMENTS:

- Increased active volunteer participation numbers an anticipated 44% compared to previous fiscal year.
- Steered volunteers to create a program binder with pop-up programs (brief presentations about specific topics), self-guided Central Park scavenger hunts, etc.
- Created EDC volunteer group committees – committees include Field Trips, Children’s Programs, Outreach & Marketing, Meetings & Socials, Community Events, Programs, Orientation & Training
- Updated Facebook page and posted regularly (three times per week)
- Created EDC Email Subscriber List and contact lists; sent email blasts on a monthly basis
- EDC Coordinator forged new partnerships with the Tomoka Marsh Aquatic Preserve, St. Johns Water Management District, Captain James Ormond Chapter of the Daughters of the American Revolution, Rotary Club of Downtown Ormond Beach
- Expanded partnerships with UF/IFAS Extension (Master Gardener Program), Volusia County Environmental Management, Florida Fish & Wildlife, Florida Wildflower Foundation, Lyonia Environmental Center, and Museum of Arts & Sciences
- EDC attended outreach events such as Tomoka Fest, MOAS Natural History Festival, Lyonia Wildlife Festival
- EDC Coordinator attended LEEF environmental education conference and represented the City of Ormond Beach
- EDC Coordinator participated in a Project Learning Tree workshop and received curriculum books

COMMUNITY GARDENS ACCOMPLISHMENTS:

- Added a new member to the Community Garden volunteer board
- Assigned all empty (abandoned or relinquished) garden spaces before new planting season
- Collaborated with Master Gardeners to host workshops, lectures, and classes at Community Gardens & EDC
- Community Gardens representatives attended an outreach event
- Held two business meetings and socials per term

NOVA COMMUNITY CENTER

The Nova Community Center is a totally air-conditioned facility, which includes:

- Gymnasium
- family game room
- fitness room
- restrooms
- classroom
- multi-purpose activity room

There are ongoing classes and activities for both children and adults throughout the year.

Outdoor facilities located at the Nova Community Park include:

- Basketball court
- Tennis & racquetball courts
- Jogging trail
- Skateboard court
- Playground
- Baseball fields
- Wide sidewalks

NOVA COMMUNITY CENTER

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Fees	16,721	18,500	10,500	(8,000)	-43.24%
General Fund	267,894	308,343	310,910	2,567	0.83%
Total	284,615	326,843	321,410	(5,433)	-1.66%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	178,245	213,088	204,905	(8,183)	-3.84%
Operating	106,370	113,755	116,505	2,750	2.42%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	284,615	326,843	321,410	(5,433)	-1.66%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Full-time Positions:					
Recreation Center Coordinator	1.00	1.00	1.00	0.00	0.00%
Seasonal Positions:					
Summer Counselors	0.00	0.00	0.00	0.00	0.00%
Part-time Positions:					
Recreation Leaders (4)	2.00	2.00	2.00	0.00	0.00%
Therapeutic Aide (1)	0.75	0.50	0.50	0.00	0.00%
Total	3.75	3.50	3.50	0.00	0.00%

NOVA COMMUNITY CENTER

GOALS:

NOVA COMMUNITY CENTER:

- Effectively promote summer and teen activities as well as open gym for basketball and pickleball offered at the Nova Community Center using improved flyers and social media.
- Increase usage of newly expanded exercise room by 5%.
- Create a noncompetitive sports program for children ages 7-12 years old who want to play sports but are not focused on one sport.
- Continue and promote beginning sport skills programs for children ages 3-7 years old to increase participants.
- Create inclusive preview day for upcoming programs including Explore the Arts, Sport Skills Development, 5K Wanderers etc.

SPECIAL POPULATIONS:

- Maintain existing programs and events for special populations while increasing participant numbers by using improved flyers, gaining community contacts through health fairs and community days and increase social media presence.
- Continue to offer Camp T Rec for those special needs participants who need more individualized care adding more opportunities to learn job skills.
- Continue to offer The Lunch Bunch program for adults with special needs to provide time to socialize within a safe environment and expand program to invite guest speakers.
- Create a support group where parents can socialize and get advice while offering an opportunity for their children with special needs to socialize as well.
- Hold 5K Wanderers in different parks to introduce participants to more of the City.

PERFORMANCE MEASURES:

	Actual FY 2019-20	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Workload:					
Total Visits (inside only) Attendance	43,948	18,817	54,025	35,208	187.11%
Special Populations					
Workload:					
Special Needs Division Programs/Events	21	12	34	22	183.33%
Special Needs Division Community Partners	2	-	6	6	600.00%
Efficiency/Effectiveness:					
Customer Satisfaction %	95%	95%	95%	-	0.00%

NOVA COMMUNITY CENTER

ACCOMPLISHMENTS:

NOVA COMMUNITY CENTER:

- Coordinator received CYSA certification with NAYS.
- Improved the pickleball program by expanding the hours by 2.5 hours, created a better rotation system for players and continued pickleball lessons to teach the game to new players.
- Continued rental programming with Jazzercise being offered six days a week and Dance and Acting classes four days a week.
- Offered Tennis Shack monthly rentals.
- Hosted teen summer program offering organized competitive basketball games.
- Offered free meals for children ages 18 and under throughout the summer.
- Hosted a successful Cat Fancier's Cat Show, Embry Riddle Basketball Camp, Girl Scout Event, Basketball League and Volleyball League.
- Created an inclusive sports skills development program for ages 3-7 years old.

SPECIAL POPULATIONS:

- Had a successful season of special needs sports including, but not limited to, soccer, baseball, basketball, sports of all sorts, 5K Wanderers.
- Camp T-Rec was successfully planned and executed for those with special needs who need more individualized care.
- Offered programming and event participation for partnership programs with Special Populations Activity and Recreation Council (SPARC) and City of Port Orange
- Continued to offer the Lunch Bunch Program, a drop in program for adults with special needs to provide time to socialize and participate in recreational activities with a safe environment.
- Continued to offer Explore the Arts to offer an opportunity for participants to express themselves creatively.
- Began the "Caps for Benches" program which recycles bottle caps and creates a bench for the park.
- Created an inclusive sports skills development program for ages 3-7 years old.
- Planned and hosted a successful Shining STARS Pageant.

SOUTH ORMOND NEIGHBORHOOD CENTER

The South Ormond Neighborhood Center is an air-conditioned facility with an indoor gymnasium, weight and game room, full service kitchen, concession stand, small theatrical stage for special events, multipurpose room, and computer and learning center.

Recreational programs include:

- Arts and crafts
- Ceramics
- Dances
- Tutoring classes
- Teen programs
- Progressive young men's club
- Boys & Girls club
- Young ladies club
- Chess club
- Sports
- Occasional field trips

SOUTH ORMOND NEIGHBORHOOD CENTER

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Fees	8,273	700	700	-	0.00%
General Fund	237,533	271,473	278,269	6,796	2.50%
Total	245,806	272,173	278,969	6,796	2.50%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	148,887	180,234	182,450	2,216	1.23%
Operating	96,919	91,939	96,519	4,580	4.98%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	245,806	272,173	278,969	6,796	2.50%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Full-time Positions:					
Recreation Center Coordinator	1.00	1.00	1.00	0.00	0.00%
Seasonal Positions:					
Summer Counselors	0.00	0.00	0.00	0.00	0.00%
Part-time Positions:					
Recreation Leaders (3)	1.50	1.50	1.50	0.00	0.00%
Total	2.50	2.50	2.50	0.00	0.00%

SOUTH ORMOND NEIGHBORHOOD CENTER

GOALS:

- Further expand the South Ormond Sports Club programs to include elementary school aged children. (4th and 5th graders)
- Continue to offer mentoring/life skills teaching programming with the desired outcome of having at least 150 children involved in “education through recreation” and positive behavior type activities.
- Obtain a total of 2500 clients.
- Partner with Ormond Beach YMCA to expand programming opportunities and water safety instruction.
- Continue to promote lifetime health activities as well as prevention and/or elimination of obesity.
- Continue to promote diversity and fellowship through varied youth programming.
- Hold at least three (3) Neighborhood Festivals.
- Hold at least two (2) intergenerational events.
- Add one (1) more event involving nutritional education to promote the healthy life style movement. (similar to our “lunch and learn” programs)
- Develop a youth summer basketball program /league as part of a new crime prevention movement. (Halifax Youth Basketball Association)

PERFORMANCE MEASURES:

	Actual FY 2019-20	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Workload:					
Total Visits/Attendance	60,000	75,000	124,500	49,500	66.00%
Efficiency/Effectiveness:					
Customer Satisfaction %	90%	90%	90%	-	-

ACCOMPLISHMENTS:

- Hosted successful Boys' Youth Basketball Season.
- Continued implementation of programs and additional tutoring in SONC Computer & Learning Center through partnership with Ormond Beach PAL.
- Continued the partnership with the Ormond Beach PAL in providing Arts & Crafts Programs and additional funding to promote health and positive life styles programs.
- Continued to partner with the Ormond Beach YMCA to provide opportunities for underprivileged children at the YMCA and to aid in cross utilization of facilities.
- Reconnected with NYSCA to provide educational opportunities to staff and volunteer coaches.
- Provided support to local families in need during the holidays.

ATHLETIC FIELDS MAINTENANCE/CITY SPONSORED SPORTS

Athletic Fields Maintenance is responsible for turf maintenance and related athletic field repairs at the Nova Community Park, Ormond Beach Sports Complex and the South Ormond Neighborhood Center. Additional responsibilities include general maintenance and clean-up of various hard courts and playgrounds. Current maintenance responsibilities include the following:

- 9 playgrounds
- 4 major league baseball fields
- 9 softball fields
- 11 youth baseball fields
- 8 soccer fields
- 8 handball/racquetball courts
- 10 tennis courts
- 3-1/2 basketball courts
- 4 football fields
- Skateboard park
- Shuffleboard courts

City-Sponsored Sports coordinates and schedules an array of activities for City sponsored sports, parent run sports, local high schools, colleges, and outside rentals. Games and practices take place at Ormond Beach Sports Complex, Nova Community Park, Nova Community Center and South Ormond Neighborhood Center Gymnasiums.

Youth sports programs include flag football, cheerleading, volleyball, a basketball training league, girls basketball leagues, softball sports camps, and golf clinics.

Adult sports consist of men and women's softball, coed softball, church leagues, senior softball, coed volleyball, men's basketball and various softball tournaments.

Parent Run Sports-The City acts as the facilitator by providing topnotch athletic facilities for children to play baseball, softball, basketball, and soccer. In addition to providing facilities, the Athletic Supervisor schedules all games, practices, and offers NYSCA Coaching clinics for all sports.

Outside user groups also use City facilities such as Seabreeze High School, Father Lopez High School, ERAU, BCC, and local churches.

The Athletic Supervisor provides assistance to groups renting fields for tournaments.

ATHLETIC FIELDS MAINTENANCE/CITY SPONSORED SPORTS

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Fees	37,457	42,000	48,000	6,000	14.29%
General Fund	1,307,987	1,365,479	1,416,924	51,445	3.77%
Total	1,345,444	1,365,479	1,416,924	51,445	3.77%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	409,571	394,622	367,473	(27,149)	-6.88%
Operating	935,873	1,012,857	1,097,451	84,594	8.35%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,345,444	1,407,479	1,464,924	57,445	4.08%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Full-time Positions:					
Athletic Field Maint Supervisor	1.00	1.00	1.00	0.00	0.00%
Contract Manager - Grounds	0.00	0.00	0.00	0.00	0.00%
Maintenance Worker IV	0.00	0.00	0.00	0.00	0.00%
Maintenance Worker III	0.00	0.00	0.00	0.00	0.00%
Maintenance Worker II	3.00	3.00	3.00	0.00	0.00%
Part-time Positions:					
Maintenance Worker II (4)	2.00	2.00	2.00	0.00	0.00%
Athletic Coordinator (3)	1.50	1.50	1.50	0.00	0.00%
Total	7.50	7.50	7.50	0.00	0.00%

ATHLETIC FIELDS MAINTENANCE/CITY SPONSORED SPORTS

ATHLETIC FIELD MAINTENANCE:

GOALS:

- Achieve a customer satisfaction rating of “satisfactory or better” from 90% of surveyed participants regarding facility maintenance.
- Continue bi-annual laser grading of clay infields at Nova Community Park fields and Ormond Beach Sports Complex.
- Work with Public Works on mutual projects.
- Track true costs to City for tournaments.
- Increase use of volunteers.
- Work with the sports associations in an effort to better manage practices and games to reduce wear on athletics fields.
- Continue to develop preventive maintenance program by partnering with Fleet to train ball field maintenance employees to perform a daily maintenance program with each machine.
- Improve playing surfaces and pitching mounds at all baseball fields.
- Continue a successful partnership with Yellowstone
- Add wood bordering to SONC softball field to maintain clay from running off of the field

ACCOMPLISHMENTS:

- Due to usage demand, increased the amount of hours dedicated to the maintenance of South Ormond Neighborhood Center and Osceola Elementary.
- Added crimson stone to fence lines, warning tracks, front of dugouts, behind backstops, & at Shuffleboard to assist with appearance, drainage and weed control.
- Hosted the Harry Wendelstedt Umpire School for six weeks.
- Hosted more than (30) tournaments on the weekends.
- Assisted in many City special events, including July 4th, as well as various events at The Casements.
- Maintain shuffleboard courts at Sports Complex.
- Wendelstedt Fields 1-2 - clay infields laser graded, with staff laying turface and additional clay.
- Added clay and turface to infields at Nova Community Park.
- Added clay to baselines at Wendelstedt Fields.
- Cut out all baselines at Nova to 6 feet.
- Replaced carpet & hitting mats in Nova cages 1 & 4.
- Took over edging of all infields at Nova, SC, S.O.N.C, & Osceola
- Set up Soccer Fields at S.O.N.C. for YMCA Leagues.

ATHLETIC FIELDS MAINTENANCE/CITY SPONSORED SPORTS

CITY SPONSORED SPORTS:

GOALS:

- Revamp participant and coaches surveys.
- Increase player participation.
- Increase rentals by a minimum of 10%.
- Achieve a customer service rating of higher than 90%.
- Hold Summer Youth Sports Camps for children in baseball, soccer, softball, golf, basketball, and volleyball.
- Hold yearly officiating clinics to focus on handling of coaches/parents, as well as on-field play.
- Promote lifetime healthy activities as well as prevention and/or elimination of obesity.
- Schedule Athletic Field Maintenance Department to ensure seamless preparation for daily activities.
- Work hand-in-hand with the Associations (Baseball/Softball, Soccer Basketball and Football) for better utilization of fields/gyms through scheduling.
- Strive to decrease light costs at the Sports and Nova complexes.
- Use volunteers for varied tasks and responsibilities.
- Serve as City liaison to the Convention and Visitors Bureau Sports Committee.
- Increase rentals through partnership with Convention and Visitors Bureau Sports Committee and Central Florida Sports Commission.

ACCOMPLISHMENTS:

- Continued the reduction of electricity for utilizing overhead field lights at the Ormond Beach Sports Complex and the Nova Community Complex.
- Increased outside rentals with additional adult and youth sports tournaments.
- Increased high school athletic rentals.
- Added WPFB and MCFB Adult Football, as well as FTB, USSSA, NSA, USSSA and USFA tournaments for additional rentals.
- Hosted MEAC/NCAA Tournament Championships through Bethune Cookman University.
- Hosted successful youth flag football and youth volleyball programs, as well as summer youth sports camps.
- Increased spring, summer and fall volleyball program participation again.
- Scheduled all OBYBA & OBYBSA basketball and baseball games.
- Re-elected as a member of Convention and Visitors Bureau Sports Community.
- Successfully managed the Athletic Field Maintenance division and City Sponsored Sports division.
- Increased rentals by bringing in Women's & Men's football, senior softball tournaments and Youth

CONTRIBUTIONS

Revenue and Expenditure Summaries:

<u>Revenues:</u>					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
General Fund	94,615	91,528	203,710	112,182	122.57%
Total	94,615	91,528	203,710	112,182	122.57%
<u>Expenditures:</u>					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	-	-	-	0.00%
Contributions and Transfers	94,615	91,528	91,528	-	0.00%
Contingency	-	-	112,182	112,182	0.00%
Total	94,615	91,528	203,710	112,182	122.57%

TRANSFERS

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
General Fund	1,173,450	1,306,965	2,861,337	1,554,372	118.93%
Total	1,173,450	1,306,965	2,861,337	1,554,372	118.93%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Contingency	-	-	-	-	0.00%
Transfers	1,173,450	1,306,965	2,861,337	1,554,372	118.93%
Total	1,173,450	1,306,965	2,861,337	1,554,372	118.93%

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DOWNTOWN REDEVELOPMENT TRUST FUND

Used to account for tax increment proceeds received by the City within a specific district authorized by state statute.

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Intergovernmental	924,490	718,686	718,686	-	0.00%
Miscellaneous	7,301	1,500	1,500	-	0.00%
Transfers	454,102	456,518	524,246	67,728	14.84%
Use of Fund Balance	-	142,811	885,169	742,358	519.82%
Total	1,385,893	1,319,515	2,129,601	810,086	61.39%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	399,276	419,515	459,601	40,086	9.56%
Capital	1,146,754	600,000	1,570,000	970,000	161.67%
Contributions and Transfers	-	200,000	100,000	(100,000)	-50.00%
Contingency	-	100,000	-	(100,000)	-100.00%
Total	1,546,030	1,319,515	2,129,601	810,086	61.39%

ORMOND CROSSINGS TRUST FUND

Used to account for tax increment proceeds received by the City within a specific district authorized by state statute.

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Intergovernmental	47,427	128,224	128,224	-	0.00%
Miscellaneous	1,457	-	-	-	0.00%
Transfers	38,500	104,309	127,237	22,928	21.98%
Use of Fund Balance	-			-	0.00%
Total	87,384	232,533	255,461	22,928	9.86%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	232,533	255,461	22,928	9.86%
Total	-	232,533	255,461	22,928	9.86%

STORMWATER DRAINAGE UTILITY FUND

Stormwater Maintenance is responsible for maintaining the drainage systems along City-maintained roads in an effort to reduce flooding and impacts to water quality of receiving streams associated with stormwater runoff. The program responds to public concerns and needs by investigating and resolving complaints of localized flooding. Routine inspections of facilities are scheduled to ensure that all swales, ditches, drains, creeks, rivers, water retention areas and drainage structures are functioning as intended.

In accordance with a formal agreement with FDOT, the City also maintains drainage ways along US 1, SR 40, A1A and Nova Road. .

Maintenance operations are supported through a monthly stormwater utility fee of \$8.00 per “equivalent residential unit” which is charged to all residential and commercial units within the City limits of Ormond Beach. The balance of all revenue generated by the fee that is not applied to maintenance operations is dedicated to the ten-year stormwater improvements program approved in FY 96-97.

STORMWATER DRAINAGE UTILITY FUND

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Intergovernmental	195,461	-	-	-	0.00%
Charges for Service	2,539,581	2,525,000	2,525,000	-	0.00%
Miscellaneous	33,482	6,000	6,000	-	0.00%
Transfers	-	-	-	-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	2,768,524	2,531,000	2,531,000	-	0.00%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	612,529	639,590	590,104	(49,486)	-7.74%
Operating	848,557	563,215	560,362	(2,853)	-0.51%
Capital	1,121,144	804,000	854,100	50,100	6.23%
Contributions and Transfers	224,820	212,088	197,307	(14,781)	-6.97%
Contingency	-	312,107	329,127	17,020	0.00%
Total	2,807,050	2,531,000	2,531,000	-	0.00%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Full-time Positions:					
Public Works Operations Mgr.	0.20	0.00	0.00	0.00	0.00%
Office Manager	0.50	1.00	1.00	0.00	0.00%
System Mnt. Supervisor	1.00	1.00	1.00	0.00	0.00%
Maintenance Worker IV	3.00	3.00	3.00	0.00	0.00%
Maintenance Worker III	1.00	1.00	1.00	0.00	0.00%
Maintenance Foreman	1.00	1.00	1.00	0.00	0.00%
Maintenance Worker II	3.00	3.00	3.00	0.00	0.00%
Public Works Director	0.20	0.00	0.00	0.00	0.00%
Total	9.90	10.00	10.00	0.00	0.00%

STORMWATER DRAINAGE UTILITY FUND

GOALS:

- Receive less than twelve (12) maintenance-related complaints annually.
- Perform 3,875 catch basin inspections annually.
- Perform 175 outfall inspections annually.
- Maintain 8.5 million square feet (sf.) of ditches within the City and 11.5 million sf. in the FDOT contract area.
- Clean a minimum of 70,000 linear feet of storm sewer annually.
- Sweep 5,249 curb miles
- Divert 2,000 cubic yards of debris from the storm drain line system

PERFORMANCE MEASURES:

	Actual FY 2019-20	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Workload:					
Linear Ft. of lines cleaned (City)	52,958	55,000	57,000	2,000	3.64%
Sq footage of ditch maintenance (City)	6,350,983	7,000,000	7,250,000	250,000	3.57%
Sq footage of ditch maintenance (FDOT)	4,937,580	5,500,000	5,500,000	-	0.00%
Pump station inspections	175	200	200	-	0.00%
Outfall inspections	104	225	225	-	0.00%
Catch basin inspections	27,180	35,000	35,000	-	0.00%
Miles of street sweeping	5,029	5,029	5,029	-	0.00%
Efficiency/Effectiveness:					
Diverted Debris Cubic Yards	2,115	2,125	2,125	-	0.00%
Maintenance Related Downtime Days	21	14	12	(2)	-14.29%

Linear Ft. of Line cleaned (City)

VacCon downtime excessive

ACCOMPLISHMENTS:

- Performed more than 3953 catch basin inspections.
- Performed 192 outfall inspections.
- Maintained more than 8.855 million sq. ft. of ditches and 18 million sq. ft. of ditches within the FDOT MOA
- Completed 4,623 curb miles of street sweeping
- Diverted 2,110 cubic yards of debris from the storm drain line system

MUNICIPAL AIRPORT FUND

The Municipal Airport is located on 1,164 acres of land that was granted to the City in 1959 by the Federal Government. The Airport facility includes two (2) active runways and six (6) taxiways that are fully lighted. Aviation management and other flight support services are provided through private operations including two (2) full service Fixed Based Operators, an automated weather observation system and ten (10) specialty FBOs that include an aircraft paint shop, maintenance facilities, aircraft sales and flight instructors. In addition, there are two (2) non-precision instrument approaches and an FAA Vortac facility.

There are approximately 140 aircraft based at the airport including three (3) flight schools that are based at the airport and two (2) other flight schools that use the airport extensively for training.

MUNICIPAL AIRPORT FUND

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Intergovernmental	64,137	472,500	2,335,159	1,862,659	394.21%
Miscellaneous	204,373	192,000	192,000	-	0.00%
Transfers	66,396	66,390	66,390	-	0.00%
Use of Fund Balance	-	133,247	63,691	(69,556)	-52.20%
Total	334,906	864,137	2,657,240	1,793,103	207.50%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	130,694	137,089	116,445	(20,644)	-15.06%
Operating	139,438	137,569	142,580	5,011	3.64%
Capital	70,833	574,855	2,382,816	1,807,961	314.51%
Contributions and Transfers	13,872	14,624	15,399	775	5.30%
Contingency	-	-	-	-	0.00%
Total	354,837	864,137	2,657,240	1,793,103	207.50%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Full-time Positions:					
Airport Manager	1.00	1.00	1.00	0.00	0.00%
Economic Development Director	0.10	0.00	0.00	0.00	0.00%
Total	1.10	1.00	1.00	0.00	0.00%

MUNICIPAL AIRPORT FUND

GOALS:

- Complete the design and construction of the extension of Signal Avenue and East Tower Circle from the Airport Business Park into the Southwest Quadrant of the airport.
- Commence construction of the extension of Runway 9 and Taxiway Alpha.
- Execute an amended and restated lease agreement between the City and the Riverbend Golf Course.
- Commence design of new perimeter fencing and airport access systems, to include additional lighting and surveillance technology.
- Complete the construction of new directory signage at the airport.
- Assist Scoda Aeronautica and Super Petrel USA with their plans to expand and establish advanced aircraft assembly and testing operations at the airport.
- Assist Aircraft Charter & Logistics with their plan to develop new hangar and service facilities at the airport.
- Assist K & G Aviation with their plan to establish a new aircraft maintenance facility at the airport.
- Market and lease available properties at the Southeast Quadrant.
- Secure all FDOT and FAA grants necessary to complete airport capital improvement projects.

ACCOMPLISHMENTS:

- Completed the construction of improvements to the public use heliport.
- Completed the construction of the rehabilitation of Runway 9/27.
- Managed the review of airport design and construction projects, for which staff secured the maximum available FAA and FDOT funding.
- Implemented the City's Voluntary Noise Abatement program for the airport.
- Conducted public outreach programs in the local community.
- Conducted an airport tenant relations campaign to gain user input about airport operations and facility needs.
- Completed a comprehensive security assessment of the airport, working in concert with consultants from FDOT.
- Completed a comprehensive pavement condition analysis for the airport, working in concert with consultants from FDOT.
- Assisted the Civil Air Patrol with developing and implementing an aerospace education outreach program for local middle schools.

LOCAL LAW ENFORCEMENT TRUST FUND

This fund accounts for proceeds generated by confiscation activities of the Police Department. Expenditures are restricted for law enforcement purposes only.

Revenue and Expenditure Summaries:

<u>Revenues:</u>					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Fines and Forfeits	14,820	-	-	-	0.00%
Miscellaneous	848	-	-	-	0.00%
Use of Fund Balance	-	100,000	65,800	(34,200)	0.00%
Total	15,668	-	65,800	65,800	0.00%
<u>Expenditures:</u>					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	19,028	100,000	65,800	(34,200)	-34.20%
Capital	115,898	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	-	-	-	0.00%
Total	134,926	100,000	65,800	(34,200)	-34.20%

ECONOMIC DEVELOPMENT FUND

This fund accounts for the City's proceeds of land sales and development costs associated with the City's airport business park.

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Intergovernmental	-	1,644,000	-	(1,644,000)	-100.00%
Miscellaneous	2,720	411,000	-	(411,000)	-100.00%
Use of Fund Balance	-	-	-	-	0.00%
Transfers	-	-	-	-	0.00%
Total	2,720	2,055,000	-	(2,055,000)	-100.00%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personal Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	48,306	2,055,000	-	(2,055,000)	-100.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	-	-	-	0.00%
Total	48,306	2,055,000	-	(2,055,000)	-100.00%

FEDERAL LAW ENFORCEMENT TRUST FUND

Used to account for proceeds generated by confiscation activities of the Police Department. Expenditures are restricted for law enforcement purposes only.

Revenue and Expenditure Summaries:

<u>Revenues:</u>					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Fines and Forfeits	-	-	-	-	0.00%
Miscellaneous	32	-	-	-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	32	-	-	-	0.00%
<u>Expenditures:</u>					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	-	-	-	0.00%
Total	-	-	-	-	0.00%

PENSION CONTRIBUTION PASS THROUGH

Used to account for State contributions to the Police and Fire pension funds.

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Intergovernmental	670,572	850,000	800,000	(50,000)	-5.88%
Total	670,572	850,000	800,000	(50,000)	-5.88%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	670,572	850,000	800,000	(50,000)	-5.88%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	670,572	850,000	800,000	(50,000)	-5.88%

RECREATIONAL FACILITY FEE FUND

This fund accounts for impact fees assessed against users of recreation and cultural facilities within the City. Use of these funds is limited to expansion of those facilities.

Revenue and Expenditure Summaries:

<u>Revenues:</u>					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Miscellaneous (Impact Fees)	15,574	41,600	41,600	-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	15,574	41,600	41,600	-	0.00%
<u>Expenditures:</u>					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	11,351	34,490	12,454	(22,036)	-63.89%
Capital	-	-	10,000	10,000	100.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	7,110	19,146	12,036	169.28%
Total	11,351	41,600	41,600	-	0.00%

GRANT FUND

This fund accounts for proceeds of federal and state financial assistance and related capital expenditures.

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Intergovernmental	830,704	25,000	-	(25,000)	-100.00%
Miscellaneous	451	-	-	-	0.00%
Transfers	-	-	-	-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	831,155	25,000	-	(25,000)	-100.00%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	987,349	-	-	-	0.00%
Contributions and Transfers	22,512	25,000	-	(25,000)	-100.00%
Contingency	-	-	-	-	0.00%
Total	1,009,861	25,000	-	(25,000)	-100.00%

FINANCING DEBT SERVICE FUND

This fund records principal and interest payments on various capital lease and notes payable obligations. Revenue sources include interest on investments and transfers from the General Fund.

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Miscellaneous	-	-	-	-	0.00%
Transfers	616,448	706,111	730,798	24,687	3.50%
Use of Fund Balance	-	-	-	-	0.00%
Total	616,448	706,111	730,798	24,687	3.50%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Debt Service	559,350	704,112	725,123	21,011	2.98%
Contingency		1,999	5,675	3,676	183.89%
Total	559,350	706,111	730,798	24,687	3.50%

2002 GENERAL OBLIGATION DEBT SERVICE FUND

This fund records principal and interest payments on Series 2002 General Obligation Bonds. Revenues include ad valorem property taxes and interest on investments.

Revenue and Expenditure Summaries:

<u>Revenues:</u>					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Property Taxes	1,517	-	-	-	0.00%
Miscellaneous	-	-	-	-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	1,517	-	-	-	0.00%
<u>Expenditures:</u>					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Debt Service	-	-	-	-	0.00%
Contingency	-	-	-	-	0.00%
Total	-	-	-	-	0.00%

2003 GENERAL OBLIGATION DEBT SERVICE FUND

This fund records principal and interest payments on Series 2003 General Obligation Bonds. The proceeds of this debt issue were utilized to construction Fire Station #92. Revenues include ad valorem property taxes and interest on investments.

Revenue and Expenditure Summaries:

<u>Revenues:</u>					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Property Taxes	116,818	116,208	114,934	(1,274)	-1.10%
Miscellaneous	55	-	-	-	0.00%
Transfer	-	-	-	-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	116,873	116,208	114,934	(1,274)	-1.10%
<u>Expenditures:</u>					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Debt Service	111,417	115,688	113,000	(2,688)	-2.32%
Contingency	-	520	1,934	1,414	271.92%
Total	111,417	116,208	114,934	(1,274)	-1.10%

2004 REVENUE BOND

This fund records principal and interest payments on Series 2004 Revenue Bonds. The proceeds of this bond issue were used to construct Fire Station #91.

Revenue and Expenditure Summaries:

<u>Revenues:</u>					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Transfers	158,004	156,000	157,000	1,000	0.64%
Use of Fund Balance	-	-	-	-	0.00%
Total	158,004	156,000	157,000	1,000	0.64%
<u>Expenditures:</u>					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Debt Service	156,544	156,000	157,000	1,000	0.64%
Contingency	-	-	-	-	0.00%
Total	156,544	156,000	157,000	1,000	0.64%

2010 GENERAL OBLIGATION DEBT SERVICE FUND

This fund records principal and interest payments on Series 2010 General Obligation Bonds. The proceeds of this bond issue are for a beachfront park.

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Property Taxes	353,648	348,623	352,747	4,124	1.18%
Miscellaneous	165	-	-	-	0.00%
Total	353,813	348,623	352,747	4,124	1.18%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Debt Service	367,982	345,689	349,000	3,311	0.96%
Contingency and Transfers	-	2,934	3,747	813	27.71%
Total	367,982	348,623	352,747	4,124	1.18%

CAPITAL IMPROVEMENT FUND

This fund is used to account for capital asset acquisitions and construction from general government resources and intergovernmental grants.

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Property Taxes	408,201	401,104	404,272	3,168	0.79%
Intergovernmental	334,020	879,803	129,803	(750,000)	-85.25%
Miscellaneous	160,090	125,000	-	(125,000)	-100.00%
Transfers	929,996	-	-	-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Bond Proceeds	-	-	-	-	0.00%
Total	1,832,307	1,405,907	534,075	(871,832)	-62.01%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	25,188	-	-	-	0.00%
Capital	2,267,084	1,129,803	357,611	(772,192)	-68.35%
Contributions and Transfers	20,292	21,830	22,618	788	3.61%
Contingency	-	254,274	153,846	(100,428)	-39.50%
Total	2,312,564	1,405,907	534,075	(871,832)	-62.01%

EQUIPMENT RENEWAL AND REPLACEMENT FUND

This fund accounts for replacement of existing capital assets provided by general government resources.

Revenue and Expenditure Summaries:

Revenues:					
	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Property Taxes	426,596	431,093	202,136	(228,957)	-53.11%
Miscellaneous	12,085	-	-	-	0.00%
Transfers	-	-	-	-	0.00%
Lease Financing	1,377,155	-	-	-	0.00%
Use of Fund Balance	-	21,270	219,227	197,957	930.69%
Total	1,815,836	452,363	421,363	(31,000)	-6.85%
Expenditures:					
	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	378,416	270,000	374,000	104,000	38.52%
Contributions and Transfers	160,000	182,363	47,363	(135,000)	-74.03%
Contingency	-	-	-	-	0.00%
Total	538,416	452,363	421,363	(31,000)	-6.85%

PUBLIC SAFETY VEHICLE AND EQUIPMENT FUND

This fund accounts for replacement of public safety vehicles and equipment.

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Property Taxes	-	-	626,225	626,225	0.00%
Miscellaneous	-	-	-	-	0.00%
Transfers	-	-	1,522,000	1,522,000	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	-	-	2,148,225	2,148,225	0.00%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	-	420,000	420,000	0.00%
Contributions and Transfers	-	-	218,971	218,971	0.00%
Contingency	-	-	1,509,254	1,509,254	0.00%
Total	-	-	2,148,225	2,148,225	0.00%

TRANSPORTATION IMPROVEMENTS FUND

This fund is used to account for transportation related capital infrastructure acquisition and construction from general government resources.

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Property Taxes	507,324	502,317	503,358	1,041	0.21%
Other Taxes	1,170,586	910,000	910,000	-	0.00%
Intergovernmental	-	411,300	411,300	-	0.00%
Miscellaneous	254,048	-	-	-	0.00%
Bond Proceeds	-	-	-	-	0.00%
Transfers	-	-	-	-	0.00%
Use of Fund Balance	-	463,471	1,011,019	547,548	118.14%
Total	1,931,958	2,287,088	2,835,677	548,589	23.99%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	127,476	235,445	191,731	(43,714)	-18.57%
Capital	619,493	1,337,000	1,963,000	626,000	46.82%
Contributions and Transfers	792,336	714,643	680,946	(33,697)	-4.72%
Contingency	-	-	-	-	0.00%
Total	1,539,305	2,287,088	2,835,677	548,589	23.99%

RECREATION IMPACT FEE FUND

This fund accounts for impact fees assessed and collected against new construction activities. Use of funds is restricted for expansion of existing recreational facilities or construction of new recreational facilities.

Revenue and Expenditure Summaries:

<u>Revenues:</u>					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Miscellaneous (Impact Fees)	179,273	125,000	125,000	-	0.00%
Transfers	-	-	-	-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	179,273	125,000	125,000	-	0.00%
<u>Expenditures:</u>					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	-	-	-	0.00%
Contributions and Transfers	800,000	-	-	-	0.00%
Contingency	-	125,000	125,000	-	0.00%
Total	800,000	125,000	125,000	-	0.00%

FACILITIES RENEWAL AND REPLACEMENT FUND

This fund accounts for dedicated tax revenues and corresponding facilities maintenance expenditures.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Property Taxes	504,594	502,317	503,358	1,041	0.21%
Miscellaneous	5,887	-	-	-	0.00%
Intergovernmental	10,951	-	-	-	0.00%
Transfers	-	-	-	-	0.00%
Use of Fund Balance	-	-	189,642	189,642	100.00%
Total	521,432	502,317	693,000	190,683	37.96%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	181,553	106,500	68,500	(38,000)	-35.68%
Capital	713,771	282,500	624,500	342,000	121.06%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	113,317	-	(113,317)	-100.00%
Total	895,324	502,317	693,000	190,683	37.96%

ENTERPRISE AND INTERNAL SERVICE FUNDS

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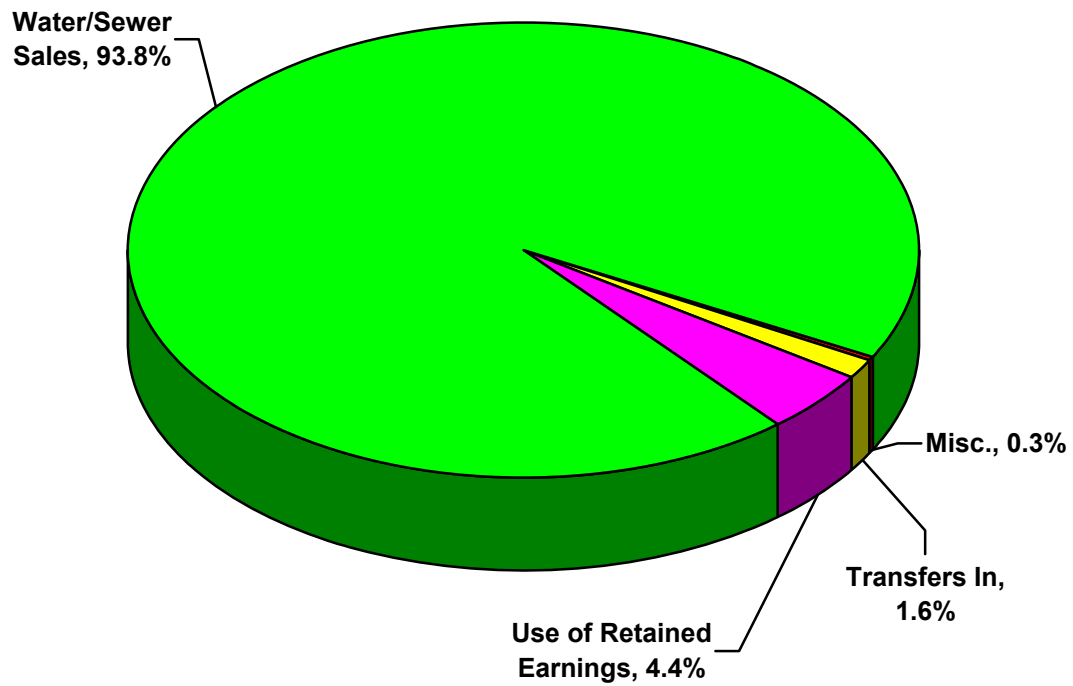
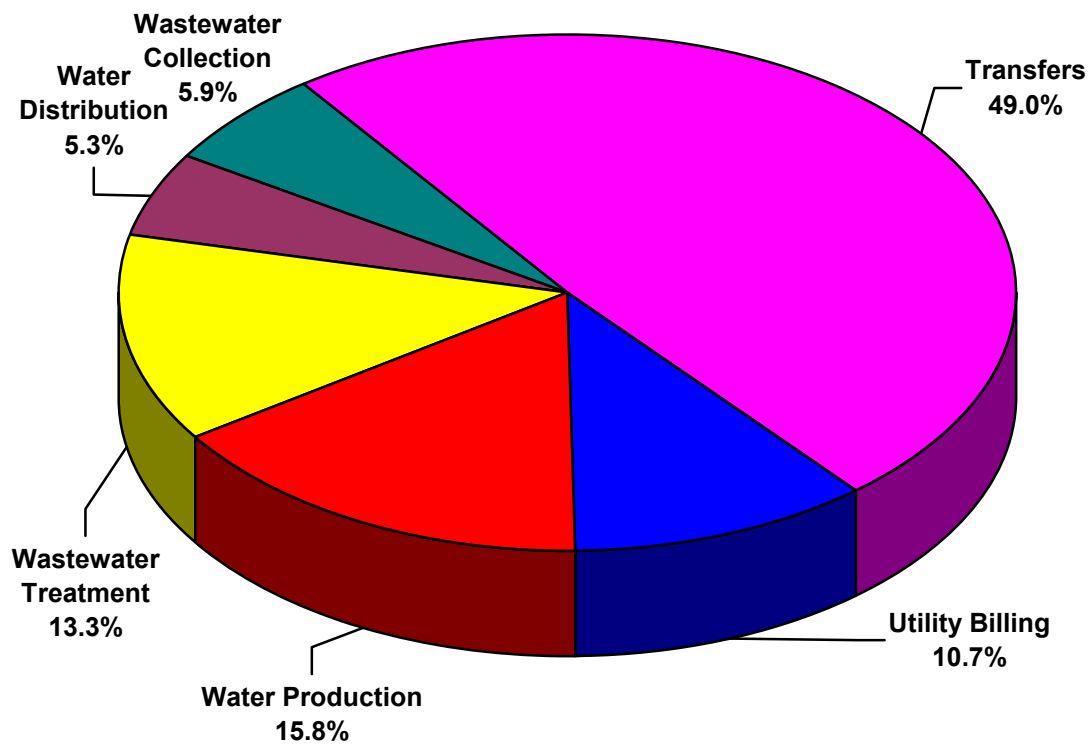
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WATER AND SEWER SUMMARY

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Description					
Revenues					
Water/Sewer Sales	19,946,223	20,093,000	20,455,000	362,000	1.80%
Intergovernmental	(1,751)	-	-	-	0.00%
Misc Revenue	213,787	55,000	55,000	-	0.00%
Transfers In	463,048	429,919	350,055	(79,864)	-18.58%
Use of Retained Earnings	-	2,353,976	950,000	(1,403,976)	-59.64%
Total Net Revenues	20,621,307	22,931,895	21,810,055	(1,121,840)	-4.89%
Expenditures					
Utility Billing	1,582,768	1,663,677	2,340,003	676,326	40.65%
Water Production	2,927,055	2,981,866	3,455,063	473,197	15.87%
Wastewater Treatment	2,868,092	2,890,767	2,893,201	2,434	0.08%
Water Distribution	1,336,575	1,283,776	1,147,329	(136,447)	-10.63%
Wastewater Collection	1,506,335	1,474,484	1,283,155	(191,329)	-12.98%
Non-Departmental	10,572,864	12,637,325	10,691,304	(1,946,021)	-15.40%
Total Net Expenditures	20,793,689	22,931,895	21,810,055	(1,121,840)	-4.89%

WATER & WASTEWATER FUND REVENUES**WATER & WASTEWATER FUND EXPENDITURES**

UTILITY BILLING AND CUSTOMER SERVICE

Utility Billing and Customer Service administers the City's utility billing system, which includes meter reading, billing and collection, and customer service support. This program produces bills annually for water and wastewater service, stormwater utility, solid waste collection and recycling and performs approximately 260,000 meter readings per year.

UTILITY BILLING AND CUSTOMER SERVICE

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Water & Wastewater	1,582,768	1,663,677	2,340,003	676,326	40.65%
Total	1,582,768	1,663,677	2,340,003	676,326	40.65%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	867,694	844,617	729,005	(115,612)	-13.69%
Operating	715,074	819,060	1,610,998	791,938	96.69%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,582,768	1,663,677	2,340,003	676,326	40.65%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Full-time Positions:					
Finance Director	0.35	0.00	0.00	0.00	0.00%
Accounting Clerk II	2.00	2.00	2.00	0.00	0.00%
Accounting Technician	3.00	3.00	3.00	0.00	0.00%
Senior Accountant	1.00	1.00	1.00	0.00	0.00%
Customer Serv. Supervisor /Acct.	1.00	1.00	1.00	0.00	0.00%
Meter Reader Supervisor	1.00	1.00	1.00	0.00	0.00%
Meter Reader	4.00	4.00	4.00	0.00	0.00%
Part-time Positions:					
Account Clerk II	0.00	0.00	0.00	0.00	0.00%
Total	12.35	12.00	12.00	0.00	0.00%

UTILITY BILLING AND CUSTOMER SERVICE

GOALS:

- Complete the ninth phase of the City-wide meter replacement program.
- Maintain generation of 90% of all utility bills within forty-eight hours of the meter read date.
- Maintain the active participation rate for bank drafting utility account payments at 20% of the customer base.
- Increase the active participation rate for customers paying by Internet credit card method.
- Complete 98% of utility work orders within three business days of request.
- Continue working with the utilities distribution program staff replacing commercial meters with radio read meters.
- Increase customer usage of the Interactive Voice Response System by 5%, currently 10%.
- Increase customer usage of the Online Payment Portal by 5%, currently 18%.

PERFORMANCE MEASURES:

	Actual FY 2019-20	Estimate FY 2020-2021	Estimate FY 2021-22	Change FY 2020-2021 to FY 2021-22	% Change FY 2020-2021 to FY 2021-22
Workload:					
Number of utility bills	296,000	301,000	302,000	1,000	0.33%
Customers participating in bank drafting	6,650	6,700	6,850	150	2.24%
Total Number of work orders	19,668	19,750	20,000	250	1.27%
Number of work orders - delinquent cut-offs	4,306	4,450	4,500	50	1.12%
Number of work orders - reconnects	4,306	4,450	4,500	50	1.12%
Efficiency/Effectiveness:					
% customers using bank draft payment	28%	35%	35%	-	0.00%

ACCOMPLISHMENTS:

- Completed the eighth phase of the City-wide meter replacement program.
- Maintained generation of 90% of all utility bills within forty-eight hours of the meter read date.
- Maintained the active participation rate for bank drafting utility account payments.
- Maintained the active participation rate for customers using the Internet account charge and consumption inquiry at 18% of the customer base.
- Completed 98% of utility work orders within three business days of request.
- Navigated through Covid related impact to customers by removing fees and disconnections.
- Obligated by FEMA for each hurricane Matthew project.

WATER PRODUCTION

The City's Water Production section is responsible for providing a reliable source for safe drinking water to customers contained within the City's 57-square mile service area which includes the incorporated city limits and adjacent unincorporated areas.

The Water Production program is responsible for licensed operation and maintenance of all equipment associated with the City's twelve (12) million gallons per day (mgd) Water Treatment Facility. The treatment facility includes an 8 mgd lime softening process and a 4 mgd low pressure reverse osmosis (LPRO) process. Water is blended from both treatment processes prior to distribution. The LPRO concentrate serves as an irrigation source water source as it is blended with reclaimed water for public access irrigation.

The water production section operates and maintains five (5) wellfields that withdraw groundwater from the Upper Florida aquifer through 38 existing wells to meet current and future water demands. The five wellfields, starting in the west and continuing easterly toward the city, include the Rima Ridge, Hudson, Breakaway Trails, State Road 40, and Division Avenue wellfields. Additionally, two elevated storage tanks & 2 ground storage tanks (total storage @ 4.7 mg) and five booster pumping stations are contained within the distribution system to further assist the delivery of finished water to customers.

The program also maintains the water system in conformance with the requirements of the Safe Drinking Water Act, the regulations of the Florida Department of Environmental Protection, Florida Department of Health (DOH) and the Consumptive Use Permit conditions issued by the St. Johns River Water Management District.

WATER PRODUCTION

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Water & Wastewater	2,927,055	2,981,866	3,455,063	473,197	15.87%
Total	2,927,055	2,981,866	3,455,063	473,197	15.87%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	1,409,571	1,414,901	1,794,848	379,947	26.85%
Operating	1,517,484	1,566,965	1,660,215	93,250	5.95%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	2,927,055	2,981,866	3,455,063	473,197	15.87%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Full-time Positions:					
Public Works Director	0.05	0.00	0.00	0.00	0.00%
Utilities Manager	0.25	1.00	1.00	0.00	0.00%
Utilities Engineer	0.50	2.00	2.00	0.00	0.00%
Office Assistant II	0.25	1.00	1.00	0.00	0.00%
Chief Treatment Plant Oper. "A"	1.00	1.00	1.00	0.00	0.00%
Supervisor of Equipment Mnt.	1.00	1.00	1.00	0.00	0.00%
Utility Mnt. Foremen	1.00	1.00	1.00	0.00	0.00%
Lead WTP Operator	1.00	1.00	1.00	0.00	0.00%
Treatment Plant Operator	7.00	8.00	8.00	0.00	0.00%
Plant/Pump Mechanic	1.00	1.00	1.00	0.00	0.00%
Utility Electrician	0.25	1.00	1.00	0.00	0.00%
Enviro. Regulatory Compl. Coord.	1.00	1.00	1.00	0.00	0.00%
Sludge Hauling Tech	1.00	1.00	1.00	0.00	0.00%
SCADA Tech.	1.00	1.00	1.00	0.00	0.00%
Part-time Positions:					
Treatment Plant Operator (1)	0.50	0.50	0.50	0.00	0.00%
Total	16.80	21.50	21.50	0.00	0.00%
* Indicates primary department					

WATER PRODUCTION

GOALS:

- Maintain compliant and reliable water production activities meeting customer use demands and regulatory standards to include 4 log Removal Disinfection Certification Status for 12 MGD Water Treatment Facility (8 MGD Lime Softening / 4 MGD LPRO Processes) which requires a 0.7 mg/L Free Chlorine in all three Clearwells and a Combined Filter Effluent (CFE) turbidity of less than or equal to 1 NTU.
- Maintain compliant and reliable water production activities for control of lead and copper, specifically through the use of corrosion inhibitor, to include triennial lead and copper sampling of the distribution system and maintaining an LSI in the finished water of +/- 0.20.
- Implement Citywide Workplace Safety Program as it pertains to Utilities.
- Implement new and improved Safety Procedures including but not limited to gas detection device and use for confined space entry and other Personal Protection Equipment and usage.
- Begin input of plant equipment inventory in new Asset Management software. Get staff trained and utilize Asset Management software to generate and track preventative maintenance actions, work orders, identify assets for replacement.
- Maintain accurate records and submit regulatory reports on schedule.
- Enhance record keeping and tracking practices for water loss prevention and audit purposes.
- Continue to assess well field, in-plant and distribution system operations to identify all groundwater and finished water use.
- Maintain accurate database for recording well pumping, water distribution system flushing, leak detection, main break and fire hydrant flushing activities for quantifying water use and for adherence to regulatory permit standards.
- Promptly and efficiently address recommendations made during periodic Florida Dept. of Health (FDEP/ FDOH) inspections.
- Complete the integration and efficiently utilize the VT SCADA/ RTU systems for in-plant and remote wellfields and storage tanks and booster pumping stations.
- Continue to repaint aboveground yard piping to coincide with FDEP regulations.
- Consistently monitor the status of the new LPRO Membranes by utilizing the normalization software provided by the membrane manufacturer.
- Improve plant equipment efficiency reduce downtime through timely maintenance and replacement.
- Maintain a ZERO loss of work record by way of continuously implementing plant safety measures.
- Begin implementation of Western Service Area improvements including site evaluations of Airport Road Utility facility properties.
- Begin Consumptive Use Permit Renewal Process.
- Initiate study to site and permit additional production wells.
- Complete design and refurbishment of the aeration tank, blowers, clear well and splitter box project.
- Complete design of filters 5 and 6 replacement.
- Complete design of Leeway tank refurbishment.

WATER PRODUCTION

GOALS:

- Add VFD motor control to the production wells to increase efficiency and save energy.
- Use cellular technology for RTU/SCADA communications to replace radios where signal strength is no longer acceptable.

PERFORMANCE MEASURES:

	Actual FY 2019-20	Estimate FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Volume of water (in MG) processed during reporting period	2,503	2,542	2,542	-	0.00%
Volume of wastewater (in MG) processed during reporting period	1,566	1,806	1,806	-	0.00%
Volume of Reclaimed Water (in MG) distributed during reporting period	1,591	1,735	1,735	-	0.00%
Total volume of raw sewage collected for treatment (MGD AADF) from retail customers	4.35	4.95	4.95	-	0.00%
Total number of manhole failures in collection system	201	180	180	-	0.00%
Total number of leaks in distribution system	211	146	146	-	0.00%
Total number of pipeline breaks in distribution system	34	42	42	-	0.00%
Total number of leaks in reclaimed water system	27	12	12	-	0.00%
Total number of pipeline breaks in reclaimed water system	7	12	12	-	0.00%
Sum of all qualified formal training hours completed by all employees	700	700	700	-	0.00%
Number of calendar days utility was in full compliance with all drinking water quality and treatment technique requirements contained in National Primary Drinking Water Regulations	365	365	365	-	0.00%
Number of calendar days utility was in full compliance with all drinking water quality and treatment technique requirements contained in National Secondary Drinking Water Regulations	365	365	365	-	0.00%
Total number of standard non-compliance days	-	-	-	-	-
Total water treatment plant effluent flow distributed to distribution system	2,033	2,150	2,200	50	2.33%

WATER PRODUCTION

ACCOMPLISHMENTS:

- Maintained compliant Consumptive Use Permit (CUP) operating and reporting requirements and annual groundwater withdrawal allocations. Current year groundwater withdrawal allocation at 7.795 MGD. Current year annual average day groundwater withdrawals for FY 2019-20 at 6.86 MGD. Reporting includes semi-annual EN-50 Groundwater Withdrawal & Annual Wetlands Monitoring reports along with other groundwater conditions sampling, monitoring and reporting.
- Completed 2020 Annual Water Quality “Consumer Confidence” Report.
- Recorded Zero Distribution Bacteriological failures.
- Maintained compliant and reliable water production activities meeting customer use demands and regulatory standards. Current year water plant average day production is 5.57 Million Gallons per Day (MGD) with 7.89 MGD max day demand during recent 12 month period.
- Provide necessary training and continuing education opportunities to current operations staff to promote licensure certification and personnel expertise.
- Implement Citywide Workplace Safety Program as it pertains to Utilities.
- Maintained the distribution system through consistent monthly flushing programs.
- Replaced the Water Treatment Plant static mixer. Along with a new static mixer, this project included the needed upgrade of the chemical injection points and a shade structure.
- Completed the implementation of VTSCADA system for all Water, Wastewater, and Reuse facilities including Water Treatment Plant, Raw Water Wells, Storage Tanks, Booster Stations, Waste Water Treatment Plant, Lift Stations and Reuse Facilities. Team member completed advanced training course for VTSCADA.
- Replaced LPRO membranes at the water plant.
- Continued implementing the Tour Trax Asset management system to ensure that quality inspections on vital equipment are done consistently around the plant.
- Installed security surveillance equipment around the facility
- Continued the Water Plant beautification project. This project includes the remediation of rust and corrosion on the plant infrastructure, the addition of planters, shrubbery and trees, as well as painting the pipes and the interior of the Administration building.
- Completed installation of new Static Mixer.
- Completed western service area water distribution system improvements model and project alternatives for promoting improved level of service and reliability and for developing effective options for developer considerations.
- Completed Lime Slaker replacement and MCC project.
- Completed sludge Centrifuge Replacement project.
- Replaced non-operational pump/ motor assemblies at Rima 35, 36, 37, & 38.
- Replaced the underground Electric Service between Hudson wells 30 and 29.
- Complete preparation of bid documents and award for multi-year contracts for Pump and motor repair, Well Repair and Rehabilitation, and Instrumentation and Programming.

WASTEWATER TREATMENT

The City's Wastewater Treatment section is responsible for the compliant operation and maintenance of an advanced domestic wastewater treatment facility having an annual average day capacity of 8.0 million gallons per day (mgd). The treatment process utilized at the City's WWTP consists of influent pumping with odor control, primary screening, five-stage Bardenpho™ (fermentation, first anoxic, aeration, second anoxic, and re-aeration), clarification, media filtration, and disinfection. The wastewater section is also responsible for the reliable operation of over eighty (80) remote lift stations contained within the sanitary sewer service area.

The wastewater treatment facility serves as the source of water for the City's public access reclaimed water system. The reclaimed water system generally consists of two reclaimed water storage tanks (one with a capacity of 3.0 million gallons and one with a capacity of 4.0 million gallons, one high service pump station with a total installed pumping capacity rated at 9800 gpm (14.1 mgd) at 85 psi. This program produces approximately 840 million gallons of reuse water annually, providing an available alternative water source for irrigation needs for 2,345 reuse customers in addition to two golf courses. Treated effluent not reused for irrigation is discharged to the City's permitted surface water discharge, the Halifax River. De-watered residuals (or biosolids) are transported from the wastewater treatment facility and treated to Class AA residual standards by a State-licensed contractor.

Competent, State-licensed operators are responsible for operating the plant in conformance with the requirements of the Clean Water Act, the operating permit and NPDES (National Pollution Discharge Elimination System) permit issued by the Florida Department of Environmental Protection (DEP) and the Environmental Protection Agency (EPA).

WASTEWATER TREATMENT

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Water & Wastewater	2,868,092	2,890,767	2,893,201	2,434	0.08%
Total	2,868,092	2,890,767	2,893,201	2,434	0.08%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	1,112,220	1,169,983	925,158	(244,825)	-20.93%
Operating	1,755,872	1,720,784	1,968,043	247,259	14.37%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	2,868,092	2,890,767	2,893,201	2,434	0.08%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Full-time Positions:					
Public Works Director	0.05	0.00	0.00	0.00	0.00%
Utilities Manager	0.25	0.00	0.00	0.00	0.00%
Utilities Engineering Manager	0.50	0.00	0.00	0.00	0.00%
Office Assistant II	0.25	0.00	0.00	0.00	0.00%
Utility Mnt. Foreman	1.00	1.00	1.00	0.00	0.00%
Plant/Pump Mechanic	2.00	2.00	2.00	0.00	0.00%
Chief Treatment Plant Operator	1.00	1.00	1.00	0.00	0.00%
Lead Operator	1.00	1.00	1.00	0.00	0.00%
Treatment Plant Operator	7.00	7.00	7.00	0.00	0.00%
Utility Electrician	0.25	0.00	0.00	0.00	0.00%
Total	13.30	12.00	12.00	0.00	0.00%

WASTEWATER TREATMENT

GOALS:

- Execute Grit Removal contract and complete annual grit removal.
- Implement Citywide Workplace Safety Program as it pertains to Utilities.
- Implement new and improved Safety Procedures including but not limited to gas detection device and use for confined space entry and other Personal Protection Equipment and usage.
- Complete input of plant equipment inventory in new Asset Management software. Get staff trained and utilize Asset Management software to generate and track preventative maintenance actions, work orders, identify assets for replacement.
- Continue to maintain reliable WWTP operations monitoring and reporting standards and operation parameters for reuse and surface water discharges and Class AA residuals sludge disposal in accordance with regulatory conditions contained in the City's current FDEP Operating Permit.
- Continue optimizing reuse disposal system operations and expansion to further reduce surface water discharges to Halifax River and to promote water conservation.
- Complete the annual reporting requirements for the following topics and activities: Capacity Analysis, Reuse Summary and Correlation, Pretreatment DMR, Primary and Secondary Drinking Water Standards, Summary of Water Quality and Residuals.
- Continue enhancements to SCADA monitoring and reporting program for plant and remote lift station and reuse pumping and storage systems
- Provide necessary training and continuing education opportunities to current operations staff to promote licensure certification and personnel expertise.
- Improve plant equipment and Lift Stations through maintenance and replacement.
- Permit commercial industries identified as having the capability to contribute contaminants to the sewer collection system that may exceed allowable limits.
- Complete inventory and documentation for backup meters and probes.
- Perform repairs to all concrete reclaimed water ground storage tanks.
- Complete preparation of bid documents and award for multi-year contracts for annual chemical supplies for water and wastewater treatment facilities and wastewater residuals hauling treatment and disposal contract services.
- Complete modifications to chlorine contact chamber to reduce and eliminate permit exceedances.
- Award and complete improvements to Master Lift Station, sludge decant and polymer injection, and post anoxic mixer.
- Complete SWD CBOD investigation and corrective actions to reduce and eliminate permit exceedances.
- Complete Rehabilitation of Sand Filter I.
- Complete rehabilitation of Clarifier and Weir Covers.

WASTEWATER TREATMENT

ACCOMPLISHMENTS:

- Completed the reporting requirements for the following topics and activities: Reuse, Pretreatment DMR, Primary & Secondary Drinking Water Standards, Priority Pollutants, EPA 503 Biosolids, Reuse Summary and Correlation, Summary of Water Quality & Residuals, Bi-annual Giardia and Cryptosporidium, Semi-annual SWD Toxicity, quarterly Groundwater Monitoring and monthly Discharge Monitoring Reports.
- Plant processed 1,566 million gallons of influent flow (4.29 MGD annual avg. day) and distributed 1,591 million gallons of reuse product (4.36 MGD annual avg. day) during the annual period.
- Completed WWTP Operating Permit Renewal and approval through FDEP. This renewal included revised permit conditions for a Holly Hill Reclaim Water Interconnection to allow more flexibility with reclaimed water use during times supply shortages, conversion of an Equalization Basin into a 3rd Chlorine Contact Basin with baffle installation to improve disinfection and increase permit compliance, the elimination of chronic SWD toxicity testing and reduced frequency and the removal of the Annual Average Total Nitrogen and Total Phosphorus requirement.
- Accurately monitored and reported operation parameters for reuse and surface water discharges and Class AA residuals sludge disposal in accordance with regulatory conditions contained in the City's current FDEP Operating Permit.
- Optimized reuse disposal system operations and expansion to further reduce surface water discharges to Halifax River and to promote water conservation.
- Updated City's Industrial Pretreatment Program (IPP) Enforcement Response Plan to concur with current Sewer Use Ordinance and permit renewal provisions.
- Completed Industrial Pretreatment Program (IPP) annual permitting, sampling, inspection and reporting activities.
- Provided necessary training and continuing education opportunities to current operations staff to promote licensure certification and personnel expertise.
- Completed VT SCADA system, software and integration.
- Completed project to install new centrifuges and modify the reaeration basin.
- Replace the three variable frequency drives at the influent pump station.
- Completed construction of the Reuse pumping and storage facility at Break Away Trails.
- Complete rehabilitation of Lift Stations 3M, Ashford Lakes and Tomoka Meadows.
- Complete Electrical and Lift Station upgrades at Break Away Trails.
- Completed design plans and specifications to replace the three variable frequency drives at the influent pump station.

WATER DISTRIBUTION

The Water Distribution Section is responsible for reliable operation of the water distribution system.

State-licensed operators and experienced technicians operate and maintain over 400 miles of potable and 25 miles of raw water mains comprised of several material types to include nearly 2000 fire hydrants and thousands of various sized valves and miscellaneous appurtenances.

In addition, this section is responsible for the installation of all new water meters, testing, calibration and/or replacement of existing water meters, enforcement of the cross connection control program and backflow prevention device maintenance. The water distribution crews also self-perform leak detection reconnaissance of the distribution system and respond to all customer requests for assistance and perform any repairs necessary to maintain system service reliability.

WATER DISTRIBUTION

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Water & Wastewater	1,336,575	1,283,776	1,147,329	(136,447)	-10.63%
Total	1,336,575	1,283,776	1,147,329	(136,447)	-10.63%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	826,833	914,995	755,336	(159,659)	-17.45%
Operating	509,742	368,781	391,993	23,212	6.29%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,336,575	1,283,776	1,147,329	(136,447)	-10.63%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Full-time Positions:					
Public Works Director	0.05	0.00	0.00	0.00	0.00%
Utilities Manager	0.25	0.00	0.00	0.00	0.00%
Utilities Engineering Manager	0.50	0.00	0.00	0.00	0.00%
Supervisor of Water Distribution	1.00	1.00	1.00	0.00	0.00%
Office Assistant II	0.25	0.00	0.00	0.00	0.00%
Utility Mapping/Locate Tech.	0.50	1.00	1.00	0.00	0.00%
System Maintenance Foreman	2.00	2.00	2.00	0.00	0.00%
Water Distribution Operators	7.00	7.00	7.00	0.00	0.00%
Utility Electrician	0.25	0.00	0.00	0.00	0.00%
Water Quality Control Tech	1.00	1.00	1.00	0.00	0.00%
Part-time Positions:					
Utility Mapping/Locate Tech.	0.50	0.50	0.50	0.00	0.00%
Total	13.30	12.50	12.50	0.00	0.00%

WATER DISTRIBUTION

GOALS:

- Maintain reliable water distribution system operations for meeting customers use and quality demands.
- Continue to search for sources of unaccounted for water with emphasis on leak detection program, frequent large meter testing and maintenance of accurate flushing record database to detect all usage throughout City's distribution system. Perform leak detection with in-house personnel for distribution system annually.
- Implement Citywide Workplace Safety Program as it pertains to Utilities.
- Implement new and improved Safety Procedures including but not limited to gas detection device and use for confined space entry and other Personal Protection Equipment and usage.
- Ensure main breaks and service interruptions are repaired in a timely manner and noticed in accordance with pertinent Florida Dept. of Health Regulations.
- Test and inspect all City owned backflow preventers on an annual basis.
- Complete 100% of all service work orders prepared for fire hydrants as identified by Utilities and Fire Department inspections.
- Complete maintenance of all fire hydrants in Ormond by the Sea per yearly contract condition with Volusia County.
- Complete input of asset inventory in new Asset Management software. Get staff trained and utilize Asset Management software to generate and track preventative maintenance actions, work orders, identify assets for replacement.
- Continue enhancements to City's Cross Connection Control Program and compliance rating.
- Modify for efficiencies and continue to improve current distribution system monitoring, sampling and flushing programs to promote better understanding of system operating conditions and improve water quality.
- Install all new meter requests received due to new development or new customer requests for service.
- Perform accuracy testing on water meters in accordance with or exceeding AWWA standards as referenced in the Water Meter Testing and Repair Manual.
- Complete the Phase IV design for the water main replacement project.
- Construct a parallel water main to improve service and redundancy to the north US1 corridor.
- Construct a secondary 24" raw water main along SR40 from Hunters Ridge to Williamson Boulevard.
- Award bid and complete Leeway Storage Tank and Pump Station Rehabilitation and Improvements project.
- Complete installation of N. US 1 water main expansion project.
- Begin implementation of Western service area improvements including completion of SR 40 / Airport Road water main loop project.

WATER DISTRIBUTION

ACCOMPLISHMENTS:

- Maintained reliable water distribution system operations for meeting customer water use demands and water quality concerns.
- Continued activities and focus to minimize unaccounted water with emphasis on large meter testing, leak detection, flushing database records, small meter replacement and raw water metering accuracy and reporting.
- Repaired all water main breaks and service interruptions in a timely manner and notified affected customers in accordance with pertinent FDEP/ FDOH regulations. Water distribution system returned to service within 12 hours of widespread distribution main ruptures due to extensive tree uprooting during Hurricane Matthew.
- Inspected and/ or repaired all city owned backflow prevention devices (BFPD). Continue installation of BFPD on city owned irrigation systems lacking protection.
- Installed new or exchanged approximately 800 water meters.
- Serviced approximately 283 fire hydrants in Ormond-by-the-Sea that are under a maintenance contract with Volusia County Fire Dept., performed maintenance activities on 195 fire hydrants within city limits located between Beach St and US1 starting from south city limits.
- Responded to and performed repairs on approximately 34 main breaks and 211 service laterals and prepared the necessary Precautionary Boil Water Notices.
- Tested and repaired 100% of all meters within City sized 3" and larger scheduled for this fiscal year. Continue scheduling four to six-year testing program on 2" and 1 ½" water meters
- Replaced approximately 15 non-operable isolation valves of various sizes throughout distribution system.
- Performed scheduled valve maintenance activity on approximately 300 water main valves and as necessary in support of scheduled system shutdowns associated with capital projects or water distribution main and services breaks.
- Flushed water mains for Cl2 residual and overall water quality maintenance from US1 to west City Limits.
- Serviced 26 automatic flushing devices in various locations throughout distribution system.
- Replaced a leaking GSP water main causing low pressure to residents on Rocky Ridge Trail.

WASTEWATER COLLECTION AND REUSE DISTRIBUTION

The City's wastewater collection system section is responsible for maintaining reliable operating characteristics throughout the City's wastewater customer service area for:

- 182 miles of gravity sewer main
- 54 miles of force mains
- 24 miles of reuse water mains
- 23 miles of low-pressure sewer mains

The Wastewater Collections program services and maintains over 1,600 Pretreatment Effluent Pumping (PEP) systems serving the low pressure sewer collection needs at the Hunter's Ridge and Breakaway Trails development areas.

The wastewater collection and reuse distribution program performs various preventative maintenance functions to include televising sewer mains for determination of repair needs and identifying inflow-infiltration areas of concern, root control, and periodic pigging of force mains due to main pressure fluctuations affecting operational reliability.

This program also provides round the clock piping and manhole repair activities and response to customer requests for assistance in the event of a sewer backup or reuse irrigation service interruption.

WASTEWATER COLLECTION AND REUSE DISTRIBUTION

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Water & Wastewater	1,506,335	1,474,484	1,283,155	(191,329)	-12.98%
Total	1,506,335	1,474,484	1,283,155	(191,329)	-12.98%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	1,015,857	1,006,287	821,957	(184,330)	-18.32%
Operating	490,478	468,197	461,198	(6,999)	-1.49%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,506,335	1,474,484	1,283,155	(191,329)	-12.98%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Full-time Positions:					
Public Works Director	0.05	0.00	0.00	0.00	0.00%
Utilities Manager	0.25	0.00	0.00	0.00	0.00%
Utilities Engineering Manager	0.50	0.00	0.00	0.00	0.00%
Office Assistant II	0.25	0.00	0.00	0.00	0.00%
Utility Mapping/Locate Tech	0.50	0.00	0.00	0.00	0.00%
System Mnt. Foremen	2.00	2.00	2.00	0.00	0.00%
Supervisor of Collection/Reuse	1.00	1.00	1.00	0.00	0.00%
Plant/Pump Mechanic	2.00	2.00	2.00	0.00	0.00%
Maintenance Worker II	5.00	3.00	3.00	0.00	0.00%
Maintenance Worker III	1.00	3.00	3.00	0.00	0.00%
Maintenance Worker IV	2.00	2.00	2.00	0.00	0.00%
Utility Electrician	0.25	0.00	0.00	0.00	0.00%
Total	14.80	13.00	13.00	0.00	0.00%

WASTEWATER COLLECTION AND REUSE DISTRIBUTION

GOALS:

- Maintain reliable wastewater collection system (gravity and force main) and reuse storage and distribution operations for customers.
- Implement Citywide Workplace Safety Program as it pertains to Utilities.
- Implement new and improved Safety Procedures including but not limited to gas detection device and use for confined space entry and other Personal Protection Equipment and usage.
- Continue sanitary sewer lining projects citywide.
- Prioritize multi-year lining contract scope of work and renewal to correct known defects or deteriorated portions of sewer mains to ensure the integrity of the system and reduce inflow and infiltration.
- Clean and televise approximately 10,000 feet of gravity sewer main and 200 each sewer laterals. PM activities are performed to prioritize and correct defects in deteriorated portions of sewer mains/ service laterals to reduce likelihood of overflows, inflow and infiltration.
- Begin input of asset inventory in new Asset Management software. Get staff trained and utilize Asset Management software to generate and track preventative maintenance actions, work orders, identify assets for replacement.
- Rehabilitation of 50 PEP Systems in Hunter's Ridge and Breakaway Trails Areas.
- Construct a parallel force main to improve service and redundancy to the north US1 corridor.
- Complete construction for Lift Station Rehabilitation Projects including station piping, valves and controls upgrades.
- Perform root control services on gravity sanitary sewer as necessary.
- Support Reuse Service area expansion and service to include recent priority to serve south peninsula area customers.
- Develop a Fats, Oils and Grease (FOG) program plan to assist in reducing the amount of the FOG clogging the sewer transmission lines. Initiate records database for development of inspection program for grease interceptors installed at commercial restaurants within the City's sewer collection service area.
- Review best practices concerning flushable items with all Daycare and Senior care facilities to enhance awareness of potentially harmful disposal methods.
- Repair settled manholes on AIA.
- Complete reclaimed water interconnection with City of Holly Hill.
- Begin implementation of western service area improvements related to wastewater collection and conveyance including extension of SR 40 Force main and site evaluation of Airport Road Utility Parcels.

WASTEWATER COLLECTION AND REUSE DISTRIBUTION

ACCOMPLISHMENTS:

- Successfully operated City-wide reuse system for annual period delivering reuse product to over 3,200 residential and 2 golf course customers having demand in excess of 1.3 Billion Gallons.
- Submitted the Annual Reuse Report 2019 per FDEP WWTF permit requirements illustrating 4.2 MGD of the 4.43 MGD annual average day flow received at the City's treatment facility is utilized for land application irrigation purposes.
- Maintained Standard Operating Procedures for Reuse Distribution System including responses to extended dry and wet weather conditions and notification to customers regarding service interruptions or other changes.
- Identified locations for additional meters and valves to provide better operational control and water accounting. Installation commenced.
- PEP System PM Activities: Completed rehabilitation of 27 units, replacement of 2 units, performed installation of 2 new units and performed electrical upgrades to 227 PEP System units replaced in West Ormond Low Pressure Sewer Service area.
- Cleaned approximately 7,500 feet of gravity sewer main and 141 each sewer laterals. Televised approximately 750 feet of gravity sewer main and 201 each sewer laterals. Performed root control program activities on approximately 99 each sewer laterals.
- Completed monthly and annual scheduled preventative maintenance service calls for 90 sewage lift stations throughout the collection system which includes reassembly of each duplex configured pump and motor. Responded to all emergency call outs from SCADA and WIN911 Lift Station monitoring system after hours calls for service alarms (annual average 3 calls per week). Ongoing accomplishment
- Completed approximately 888 repairs to collection system (gravity, force main, services and manhole) service calls and 328 reuse system leaks and main breaks.
- Completed a variety of lift station and motor replacements and repairs at various lift stations throughout the sanitary sewer collection system.
- Maintained reliable wastewater collection system (gravity and force main) and reuse storage and distribution operations for customers.
- Assisted reuse system installation project for North US Hwy 1 Median Landscape Project.
- Completed master developer service agreement for Hunter's Ridge – DRI – Flagler Co. to include approval of an overall water and sewer master plan and model.
- Prepared bid specifications for upgrades to PEP System components and awarded a contract for replacement pumps.
- Completed construction for Breakaway Trails Yard Electrical and Pump Upgrades project.
- Prepared design plans and specifications for bidding Lift Station Rehabilitation Project to include 4M and 5M lift station piping, valves and controls upgrades.
- Prepared design plans and specifications and completed construction for the Shadow Crossings Reuse Pump Facility Upgrades Project.
- Assisted in SR-40 Sanitary Sewer pipe collapse repair.
- Assisted in subaqueous reclaimed main repair.
- Constructed North US 1 force main improvements project for promoting improved level of service and reliability and for developing options for developer considerations.

WATER AND WASTEWATER TRANSFERS

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Water & Wastewater	10,572,864	12,637,325	10,691,304	(1,946,021)	-15.40%
Total	10,572,864	12,637,325	10,691,304	(1,946,021)	-15.40%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	-	-	-	0.00%
Contingency	-	-	100,546	100,546	100.00%
Contributions and Transfers	10,572,864	12,637,325	10,590,758	(2,046,567)	-16.19%
Total	10,572,864	12,637,325	10,691,304	(1,946,021)	-15.40%

WATER AND WASTEWATER VEHICLE AND EQUIPMENT REPLACEMENT FUND

This fund accounts for replacement of existing vehicles and equipment for the benefit of Water and Wastewater.

Revenue and Expenditure Summaries:

<u>Revenues:</u>					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Miscellaneous	6,646	-	-	-	0.00%
Transfer	114,996	150,000	150,000	-	0.00%
Use of Fund Balance	-	14,000	50,000	36,000	257.14%
Total	121,642	164,000	200,000	36,000	21.95%
<u>Expenditures:</u>					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	208,015	164,000	200,000	36,000	21.95%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	-	-	-	0.00%
Total	208,015	164,000	200,000	36,000	21.95%

WATER AND WASTEWATER RENEWAL AND REPLACEMENT FUND

This fund accounts for replacement of existing capital assets for the benefit of Water and Wastewater.

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Bond Proceeds	-	-	-	-	0.00%
Intergovernmental	(37,568)	-	4,935,000	4,935,000	100.00%
Charges for Services	117,146	107,000	107,000	-	0.00%
Miscellaneous	10,896	-	-	-	0.00%
Transfers	2,678,208	4,700,000	2,500,000	(2,200,000)	-46.81%
Use of Retained Earnings	-	-	85,865	85,865	100.00%
Total	2,768,682	4,807,000	7,627,865	2,820,865	58.68%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	281,989	642,376	595,365	(47,011)	-7.32%
Capital	5,017,798	4,082,500	7,032,500	2,950,000	72.26%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	82,124	-	(82,124)	-100.00%
Total	5,299,787	4,807,000	7,627,865	2,820,865	58.68%

WATER AND WASTEWATER CONSOLIDATED DEBT SERVICE FUND

Used to account for principal and interest payments resulting from the issue of revenue bonds and debt financing.

Revenue and Expenditure Summaries:

<u>Revenues:</u>					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Bond Proceeds		-	-	-	0.00%
Transfer	5,223,000	5,220,000	5,228,000	8,000	0.15%
Total	5,223,000	5,220,000	5,228,000	8,000	0.15%
<u>Expenditures:</u>					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Debt Service	5,208,777	5,215,534	5,228,000	12,466	0.24%
Contributions and Transfers	(4,178,919)	-	-	-	0.00%
Contingency	-	4,466	-	(4,466)	-100.00%
Total	1,029,858	5,220,000	5,228,000	8,000	0.15%

WEST ORMOND REUSE IMPACT FEE FUND

This fund accounts for impact fees assessed against new construction activities. Use of these funds is restricted for expansion and construction of West Ormond irrigation facilities.

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Intergovernmental	-	-	-	-	0.00%
Miscellaneous (Impact Fees)	2,242	-	-	-	0.00%
Use of Retained Earnings	-	-	-	-	0.00%
Total	2,242	-	-	-	0.00%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	-	-	-	0.00%
Total	-	-	-	-	0.00%

WATER SYSTEM IMPACT FEE FUND

This fund accounts for impact fees assessed against new construction activities. Use of these funds is restricted for expansion and construction of water facilities.

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Intergovernmental	-	-	-	-	0.00%
Miscellaneous (Impact Fees)	686,869	460,000	460,000	-	0.00%
Transfers	-	-	-	-	0.00%
Use of Retained Earnings	-	1,924,175	60,000	(1,864,175)	-96.88%
Total	686,869	2,384,175	520,000	(1,864,175)	-78.19%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	397,723	2,384,175	520,000	(1,864,175)	-78.19%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	-	-	-	0.00%
Total	397,723	2,384,175	520,000	(1,864,175)	-78.19%

WASTEWATER SYSTEM IMPACT FEE FUND

This fund accounts for impact fees assessed against new construction activities. Use of these funds is restricted for expansion and construction of wastewater facilities.

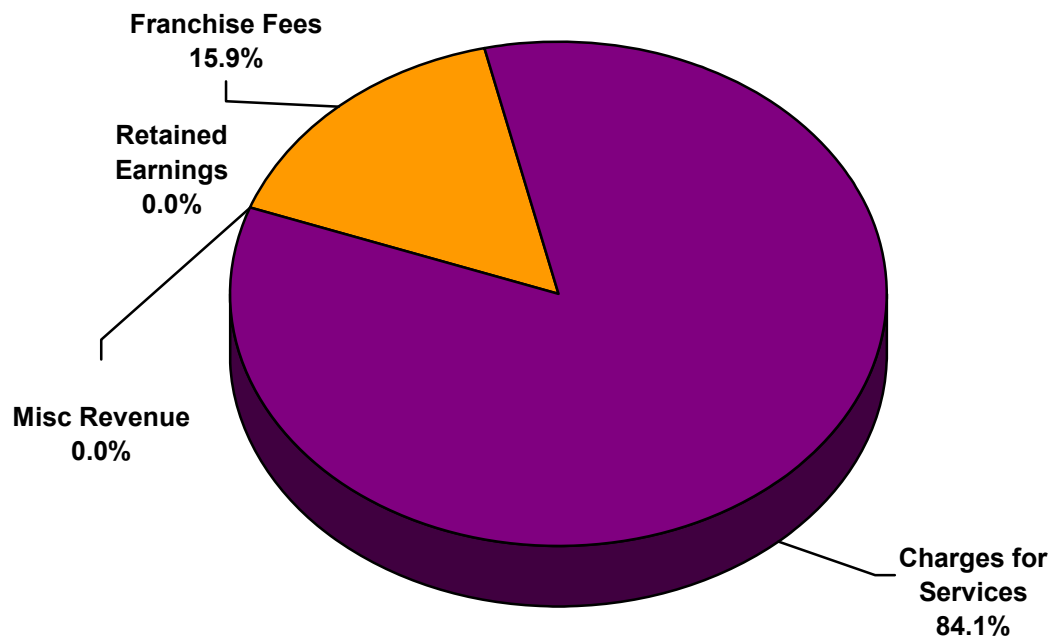
Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Intergovernmental	256,531	-	-	-	0.00%
Miscellaneous (Impact Fees)	614,600	400,000	400,000	-	0.00%
Bond Issue	-	-	-	-	0.00%
Transfers	-	-	-	-	0.00%
Use of Retained Earnings	-	-	-	-	0.00%
Total	871,131	400,000	400,000	-	0.00%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	1,434,564	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Contingency	-	400,000	400,000	-	0.00%
Total	1,434,564	400,000	400,000	-	0.00%

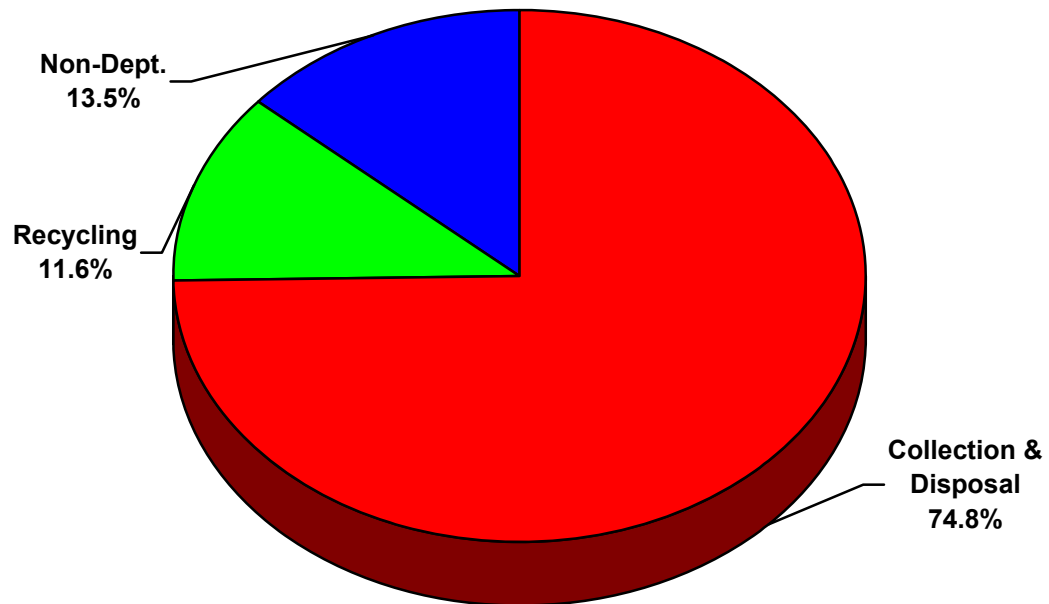
SOLID WASTE FUND SUMMARY

	Actual	Estimate	Budget	Change	% Change
Description	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Revenues					
Franchise Fees	1,543,786	1,500,000	1,500,000	-	0.00%
Intergovernmental	(209,613)	-	-	-	0.00%
Other Charges for Services	7,525,384	7,410,000	7,940,000	530,000	7.15%
Misc. Revenue	9,783	1,000	1,000	-	0.00%
Transfers In	-	-	-	-	0.00%
Use of Retained Earnings	-	159,267	3,232	(156,035)	-97.97%
Total Net Revenues	8,869,340	9,070,267	9,444,232	373,965	4.12%
Expenditures					
Collection & Disposal	6,767,013	6,701,528	7,068,712	367,184	5.48%
Recycling	1,092,705	1,113,572	1,096,778	(16,794)	-1.51%
Non-Departmental	1,284,628	1,255,167	1,278,742	23,575	1.88%
Total Net Expenditures	9,144,346	9,070,267	9,444,232	373,965	4.12%

SOLID WASTE FUND REVENUES



SOLID WASTE FUND EXPENDITURES



SOLID WASTE COLLECTION AND DISPOSAL

Through an exclusive franchise with a private contractor, the Collection and Disposal program provides for curbside collection of Class I residential solid waste twice per week and yard once per week. The contractor also collects solid waste from all commercial businesses a minimum of three (3) days per week to a maximum of six (6) days per week.

The contractor disposes of all Class I solid waste at the Volusia County solid waste facility. Residential customers pay a monthly fee to cover the costs of collection and disposal. Commercial customers are presently charged per cubic yard of solid waste disposed in two, four, six and eight cubic yard containers.

Approximately 28,000 tons of solid waste consisting of residential (15,000 tons) and commercial (13,000 tons) is collected annually (excludes 8,300 tons of yard waste).

SOLID WASTE COLLECTION AND DISPOSAL

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Solid Waste	6,767,013	6,701,528	7,068,712	367,184	5.48%
Total	6,767,013	6,701,528	7,068,712	367,184	5.48%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	101,036	101,476	178,587	77,111	75.99%
Operating	6,665,977	6,600,052	6,890,125	290,073	4.40%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	6,767,013	6,701,528	7,068,712	367,184	5.48%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Full-time Positions:					
Public Works Operations Mgr.	0.40	1.00	1.00	0.00	0.00%
Office Manager *	0.25	0.00	0.00	0.00	0.00%
Total	0.65	1.00	1.00	0.00	0.00%
* Indicates primary department					

SOLID WASTE COLLECTION AND DISPOSAL

GOALS:

Collection & Disposal:

- Complete 100% of daily residential and commercial collections no later than 7:00 p.m. each day.
- Achieve an on-time daily collection rate of at least 95% (collections time variance of no more than four (4) hours from original time).

Recycling:

- Achieve a monthly participation rate for residential customers of 93%.
- Divert a total of 33% from all solid waste (includes C/D, yard waste tires, etc.) generated within the City from being disposed at a certified Class I Landfill (includes commercial recycling).
- Maintain the amount of recyclables collected per residential unit at an average of five point eighty five (5.85) pounds.

PERFORMANCE MEASURES:

	Actual FY 2019-20	Actual FY 2020-21	Estimate FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Workload:					
Residential collections	17,650	17,750	17,810	60	0.34%
Commercial collections	550	555	560	5	0.90%
Recycling customers	18,125	18,130	18,145	15	0.08%
Miles of street sweeping	5,150	5,150	5,150	-	0.00%
Efficiency/Effectiveness:					
Inquiries-Residential collections monthly average	73	75	78	3	4.00%
Inquiries-Commercial collections monthly average	17	18	20	2	11.11%

ACCOMPLISHMENTS:

Collection & Disposal:

- Completed 100% of solid waste collections on time (residential/commercial).
- Achieved a 100% on-time daily collection rate.
- Received compliments for excellence in service provided.
- No liquidated damages (complaints over 15/mo.) for the Fiscal year.

Recycling:

- Achieved a monthly participation rate of 93.0%.
- Achieved a diversion rate of 31.50% (elimination of glass 5/19)
- Maintained 12 recyclable items collected curbside.
- Maintained a 100% compliance with daily recycling bin delivery.
- Maintained an average 5.85 pounds per household of recyclables collected curbside.
- Successfully promoted recycling program changes, elimination of glass from recycling collection to the community

SOLID WASTE RECYCLING

The Recycling program provides curbside collection of fourteen (14) different recyclable products for all residential customers on a once per week basis through a private contractor. The program was initiated on a citywide basis on July 1, 1991 in order to meet the requirements of the 1988 Solid Waste Management Act, which requires cities and counties in the State of Florida to reduce the amount of solid waste disposed at landfills by 30%.

Approximately 3,500 tons of recyclable materials are collected annually. Residential customers pay a monthly fee to cover the costs of recycling.

In addition, the program provides educational classes and materials through publications, trade shows and in-school presentations.

SOLID WASTE RECYCLING

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Solid Waste	1,092,705	1,113,572	1,096,778	(16,794)	-1.51%
Total	1,092,705	1,113,572	1,096,778	(16,794)	-1.51%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Personnel Services	33,389	49,230	-	(49,230)	-100.00%
Operating	1,059,316	1,064,342	1,096,778	32,436	3.05%
Capital	-	-	-	-	0.00%
Contributions and Transfers	-	-	-	-	0.00%
Total	1,092,705	1,113,572	1,096,778	(16,794)	-1.51%

Staffing Summary:

	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Full-time Positions:					
Public Works Operations Mgr.	0.10	0.00	0.00	0.00	0.00%
Office Manager	0.25	0.00	0.00	0.00	0.00%
Total	0.35	0.00	0.00	0.00	0.00%

SOLID WASTE TRANSFERS

Revenue and Expenditure Summaries:

Revenues:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Solid Waste	1,263,592	1,255,167	1,278,742	23,575	1.88%
Total	1,263,592	1,255,167	1,278,742	23,575	1.88%
Expenditures:					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21	FY 2020-21
				to FY 2021-22	to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	-	-	-	-	0.00%
Capital	-	-	-	-	0.00%
Debt Service	-	-	-	-	0.00%
Contributions and Transfers	1,263,592	1,255,167	1,278,742	23,575	1.88%
Contingency	-	-	-	-	0.00%
Total	1,263,592	1,255,167	1,278,742	23,575	1.88%

WORKERS COMPENSATION FUND

This fund is used to account for expenditures associated with providing workers compensation coverage to employees.

Revenue and Expenditure Summaries:

<u>Revenues:</u>					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Internal Service Charges	1,139,616	1,139,612	781,612	(358,000)	-31.41%
Miscellaneous	268,786	20,000	20,000	-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	1,408,402	1,159,612	801,612	(358,000)	-30.87%
<u>Expenditures:</u>					
	Actual	Estimate	Budget	Change	% Change
	FY 2019-20	FY 2020-21	FY 2021-22	FY 2020-21 to FY 2021-22	FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	797,174	1,085,500	727,500	(358,000)	-32.98%
Capital	-	-	-	-	0.00%
Contributions and Transfers	74,112	74,112	74,112	-	0.00%
Total	871,286	1,159,612	801,612	(358,000)	-30.87%

GENERAL LIABILITY INSURANCE FUND

This fund is used to account for expenditures associated with providing general liability coverage to employees.

Revenue and Expenditure Summaries:

Revenues:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Internal Service Charges	1,183,853	1,183,853	1,260,253	76,400	6.45%
Miscellaneous	65,622	-	-	-	0.00%
Use of Fund Balance	-	-	-	-	0.00%
Total	1,249,475	1,183,853	1,260,253	76,400	6.45%

Expenditures:

	Actual FY 2019-20	Estimate FY 2020-21	Budget FY 2021-22	Change FY 2020-21 to FY 2021-22	% Change FY 2020-21 to FY 2021-22
Personnel Services	-	-	-	-	0.00%
Operating	1,357,400	1,146,000	1,222,400	76,400	6.67%
Capital	-	-	-	-	0.00%
Contributions and Transfers	25,000	37,853	37,853	-	0.00%
Total	1,382,400	1,183,853	1,260,253	76,400	6.45%

CAPITAL IMPROVEMENTS
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CAPITAL IMPROVEMENTS

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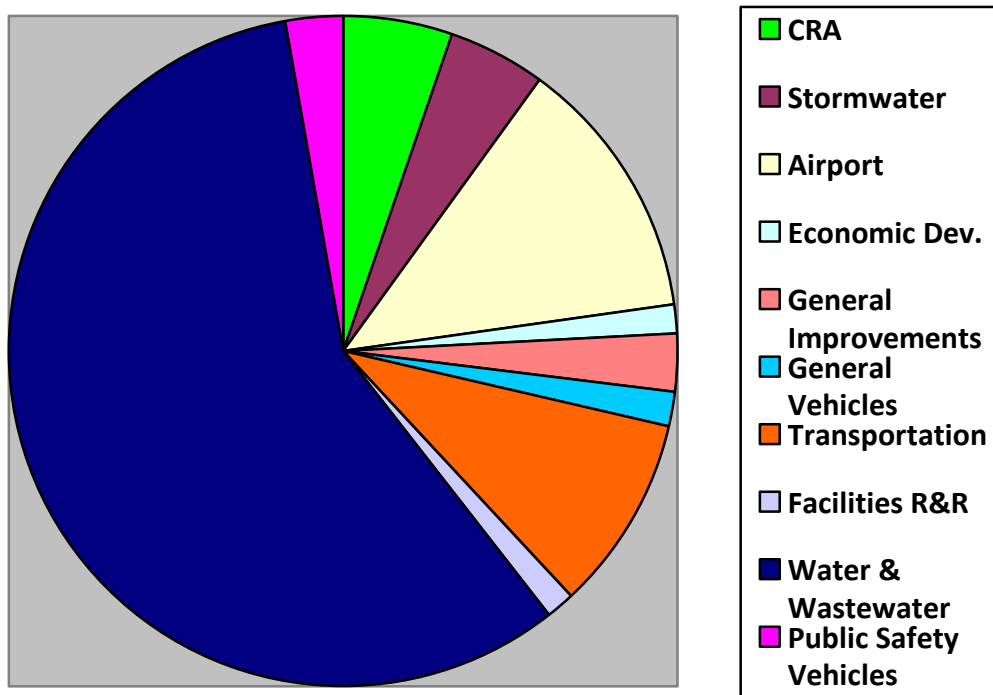
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Overview

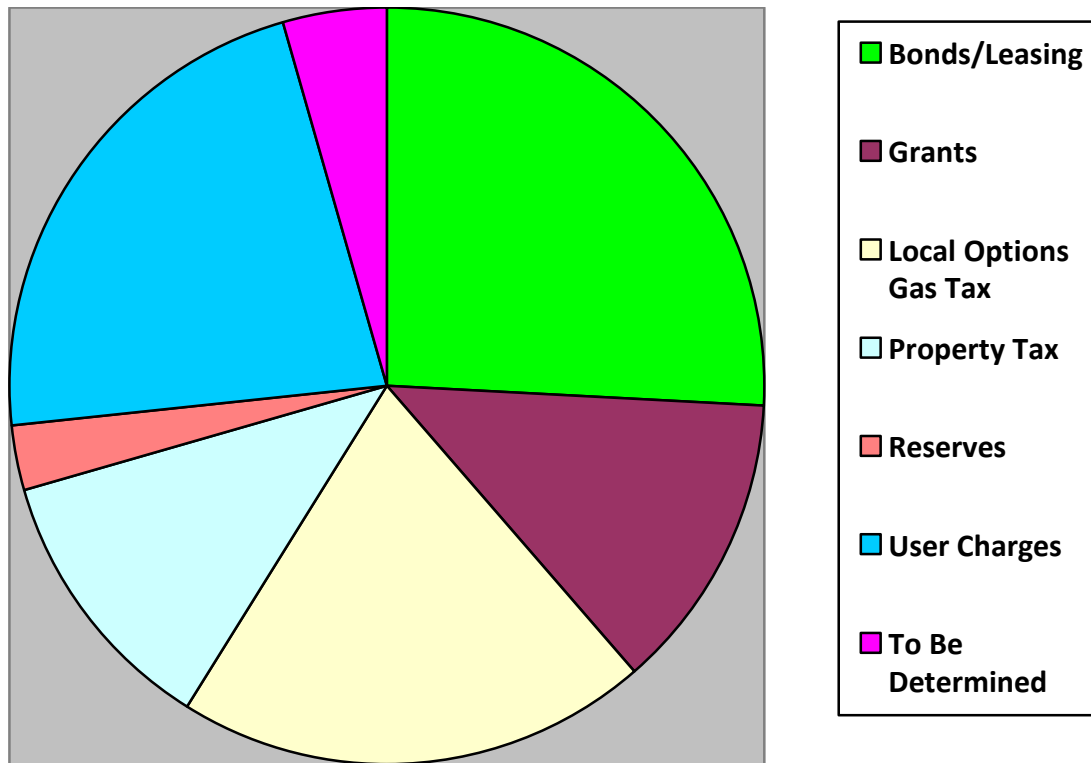
The City's Five-Year Capital Improvements Program represents a substantial effort to identify and schedule capital investments for a multi-year period complete with a project description and justification, as well as recommended financing for each project. The CIP reflects projects that have been identified as being essential to the organization.

Expenditures



Category	Total
Community Redevelopment	\$3,886,500
Stormwater	3,345,100
Airport	9,305,596
Economic Development	1,002,000
General Improvements	2,016,561
General Vehicles	1,174,000
Public Safety Vehicles	2,025,000
Transportation	6,904,940
Facilities Renewal and Replacement	985,000
Water & Wastewater	41,724,400
TOTAL	\$72,369,097

Funding



Category	Total
Bonds/Leasing	\$22,349,000
Grants/Donations	10,920,089
Local Options Gas Tax	1,750,000
Property Tax	12,500,015
Reserves	2,279,493
User Charges	19,300,500
To Be Determined	3,720,000
TOTAL	\$72,369,097

FY 2021-22 CIP Projects

Fund 104-Community Redevelopment

Downtown improvements are funded through property tax revenue which is expendable only within the downtown area. For FY 2021-22 the primary focus is Sidewalk Improvements (\$1,400,000), Transportation Alternatives (\$50,000), and East Granada Utility Undergrounding (\$120,000).

Fund 107-Stormwater Drainage Improvements

FY 2021-22 projects include the continuation of the Stormwater Piping Replacement project (\$500,000), Stormwater Construction (\$250,000) and Vehicle Replacements (\$95,100).

Fund 108-Airport Improvement

Reconstruct Taxiway B (\$483,848) and Rehabilitation/Realign Taxiway D (\$1,898,968) are scheduled for FY 2021-22 and will be largely funded by FDOT and FAA grants.

Fund 301-General Improvement Fund

Projects included for FY 2021-22 includes Washington Street Sidewalks funded by CDBG funds (\$114,611) and continuation of the HVAC-Chiller Replacement (\$225,000).

Fund 302-General Vehicle and Equipment Replacement

The FY 2021-22 plan includes the replacement of five General Fund vehicles (\$344,000) including two Streets Maintenance vehicles, two Leisure Service vehicle, and one Building Inspection vehicle.

Fund 305-Public Safety Vehicle and Equipment Replacement

The FY 2021-22 plan includes the replacement of six Patrol Vehicles, two Special Unit vehicles and one motorcycle.

Fund 308-Transportation

Transportation projects include Neighborhood Traffic Calming (\$50,000), Railroad Crossings (\$100,000), Road Rehabilitation (\$750,000), Street Light and Traffic Signal Maintenance (\$99,000), Sidewalk Repairs & Replacements (\$112,000), Doug Thomas Way Extension (\$792,000) and Opticom Equipment (\$60,000).

For FY 2021-22, projects include Central Park II Gazebo Replacement (\$60,000), Police Department Access Control (\$268,000), and Shell Parking Lot Refurbishment (\$56,000). *Projects below the CIP threshold of \$25,000 will be included as part of the annual operating budget.*

Fund 408-Water & Wastewater Vehicle and Equipment Replacement

The FY 2021-22 plan includes the replacement of one vehicle (\$200,000).

Fund 409-Water and Wastewater System Improvements

Projects proposed for FY 2021-20 include City-wide Meter Replacement (\$301,000), Filter Structure Repurposing Design (\$50,000), General Facility and System Upgrades (\$980,000), Lift Station Rehabilitation (\$300,000), Meter Installation (\$90,000), PEP Tank Replacement (\$150,000), Relocation of SCADA Radios (\$30,000), Sanitary Sewer Inflow Infiltration (\$300,000), Water Reclamation Facility (\$1,680,000), Water Storage Tank Repairs (\$200,000), Williamson Boulevard Pipe Replacement (\$127,000), WTP Aeration Replacement & Clearwell Rehab (\$2,220,000), WTP Filter Media Replacement (\$126,000), WTP Lime Softening Filter Replacement (\$200,000), WTP Thickener Wetwell (\$34,500) and WWTP Screw Pump Roof Modifications (\$200,000).

Fund 434 & 435-Water & Wastewater Impact Fees

The FY 2021-22 plan includes Hudson Wellfield Expansion Design (\$300,000) and Utility Master Plan Update (\$220,000).

Operating Expenditures

During the capital improvement process, additional staffing requirements and ongoing operating expenses are identified for inclusion in the appropriate department's operating budget. No significant increases in operating revenue or expenditures are anticipated as a result of capital projects. Below is a matrix, by fund, detailing the additional annual operating expenditures anticipated if the identified capital projects were not funded.

Category	Total
Community Redevelopment	\$250,000
Stormwater	350,000
Airport	198,000
Economic Development	45,000
General Improvements	250,000
General Vehicles	0
Transportation	256,000
Facilities Renewal and Replacement	53,000
Water & Wastewater	442,000
Solid Waste	12,000

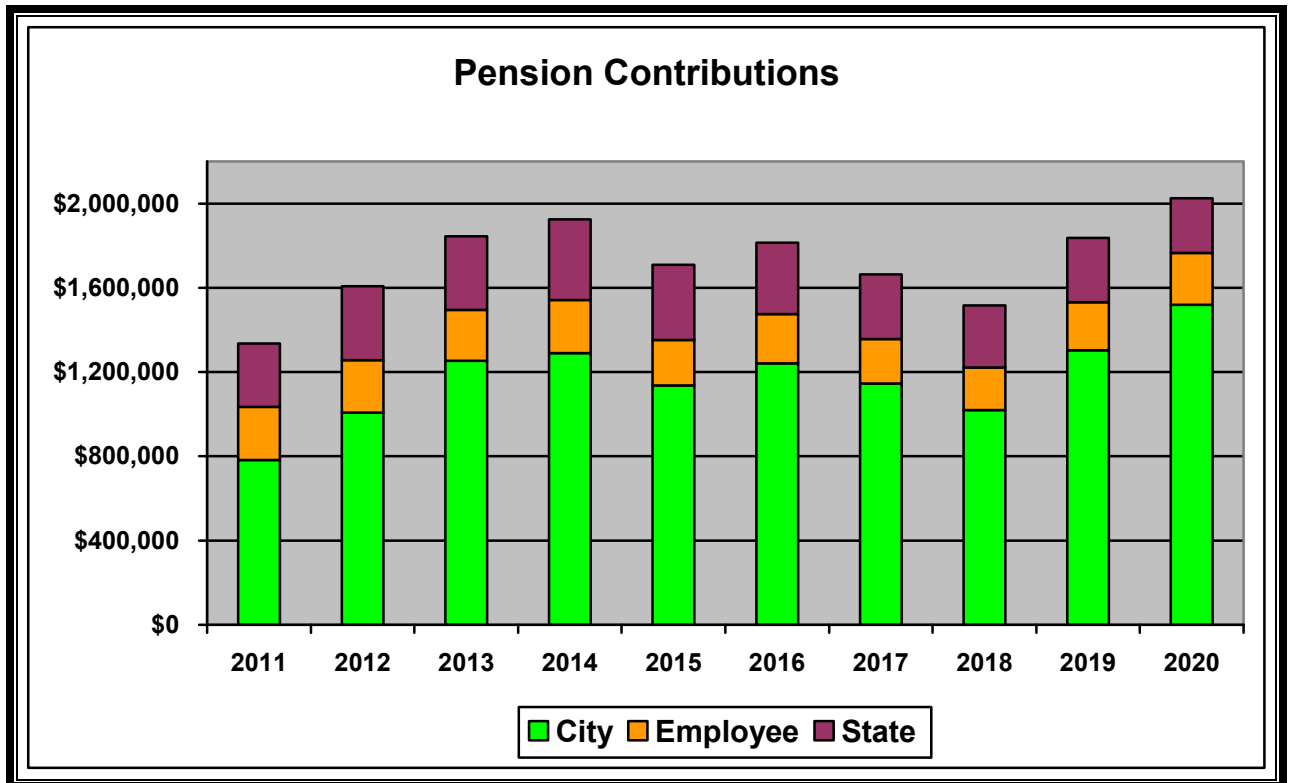
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**CITY OF ORMOND BEACH, FLORIDA
MUNICIPAL FIREFIGHTERS' RETIREMENT TRUST
REVENUES BY SOURCE
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)**

Revenues by Source

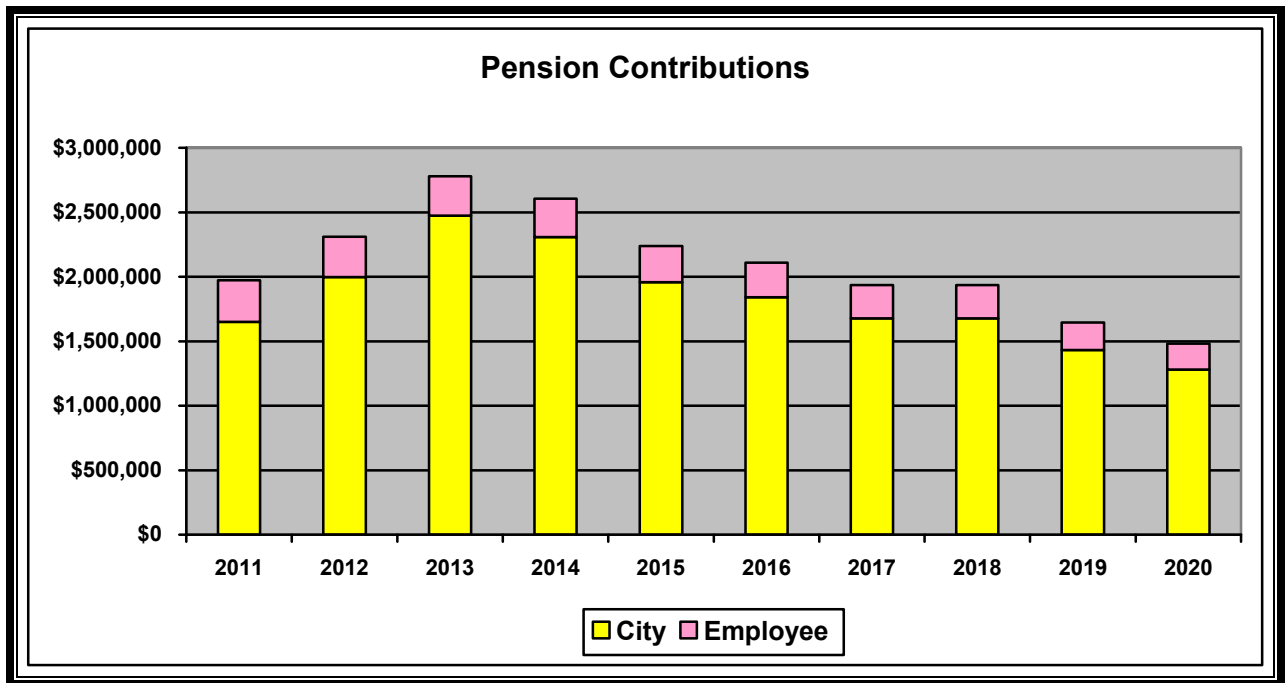
Fiscal Year Ended	Employee Contributions	Employer Contributions	State Contributions	Investment Income	Other	Total
2011	251	783	301	(97)	-	1,238
2012	250	1,007	351	3,027	-	4,635
2013	241	1,254	349	2,505	-	4,349
2014	252	1,290	383	2,473	-	4,398
2015	216	1,136	358	(399)	-	1,311
2016	235	1,241	338	2,036	-	3,850
2017	212	1,145	306	3,046	-	4,709
2018	203	1,019	295	3,046	-	4,563
2019	228	1,303	306	921	-	2,758
2020	246	1,520	259	2,423	-	4,448



**CITY OF ORMOND BEACH, FLORIDA
GENERAL EMPLOYEES PENSION
REVENUES BY SOURCE
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)**

Revenues by Source

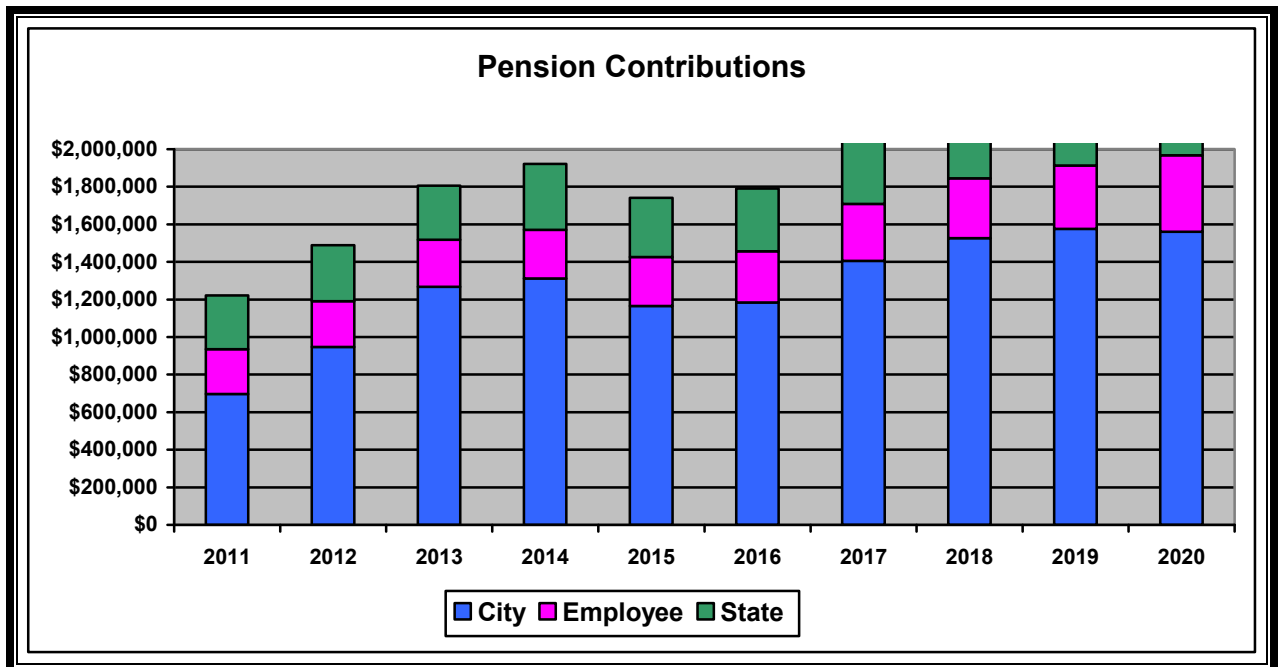
Fiscal Year Ended	Employee Contributions	Employer Contributions	Investment Income	Total
2011	323	1,650	(174)	1,799
2012	313	1,998	5,430	7,741
2013	307	2,473	4,484	7,264
2014	298	2,308	4,408	7,014
2015	280	1,958	(584)	1,654
2016	268	1,842	3,480	5,590
2017	258	1,677	5,035	6,970
2018	258	1,677	5,035	6,970
2019	212	1,433	1,501	3,146
2020	201	1,280	3,775	5,256



CITY OF ORMOND BEACH, FLORIDA
MUNICIPAL POLICE OFFICERS' RETIREMENT TRUST
REVENUES BY SOURCE
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020
(In Thousands)

Revenues by Source

Fiscal Year Ended	Employee Contributions	Employer Contributions	State Contributions	Investment Income	Total
2011	240	696	285	(141)	1,080
2012	243	948	298	3,878	5,367
2013	251	1,267	288	3,080	4,886
2014	258	1,312	351	3,049	4,970
2015	260	1,166	315	(472)	1,269
2016	272	1,184	334	2,355	4,145
2017	302	1,406	343	5,432	7,483
2018	318	1,527	379	3,475	5,699
2019	338	1,575	407	978	3,298
2020	406	1,561	411	2,849	5,227



CITY OF ORMOND BEACH, FLORIDA					
DEMOGRAPHIC AND ECONOMIC STATISTICS					
LAST TEN FISCAL YEARS					
SEPTEMBER 30, 2020					
Fiscal Year	Population⁽¹⁾	Personal Income (In thousands)	Per Capita Personal Income⁽²⁾	Median Age⁽³⁾	Unemployment Rate⁽⁵⁾
2010	40,625	1,276,559	31,423	46.6	10.50%
2011	38,137	1,246,050	32,673	45.4	9.30%
2012	38,376	1,284,637	33,475	45.8	7.40%
2013	38,557	1,336,424	34,661	46.1	5.50%
2014	39,455	1,376,980	34,900	46.3	5.00%
2015	40,013	1,447,230	36,169	46.6	5.00%
2016	40,366	1,541,860	38,197	46.6	5.20%
2017	40,722	1,591,660	39,086	47.0	3.70%
2018	42,816	1,427,314	33,336	51.0	3.20%
2019	43,475	1,503,322	34,579	51.5	3.20%
2020	43,759	1,523,645	34,819	50.8	5.90%

Sources: (1) Bureau of Economic and Business Research, University of Florida
Beach Metropolitan Statistical Area

(3) Volusia County, Florida

(4) Bureau of Labor Statistics

Source: City of Ormond Beach Finance Department

**CITY OF ORMOND BEACH, FLORIDA
PRINCIPAL EMPLOYERS
CURRENT YEAR AND TEN YEARS AGO
SEPTEMBER 30, 2020**

Fiscal Year 2020			Fiscal Year 2010		
Employer	Number of Employees	Percent of Total Employment	Employer	Number of Employees	Percent of Total Employment
Volusia County School Board	7,503	2.49	Board	8,273	3.26
Halifax Community Health	4,709	1.56	Halifax Community Health	4,232	1.67
County of Volusia	3,341	1.11	County of Volusia	3,519	1.39
Florida Hospital - All Divisions	3,256	1.08	Divisions	3,717	1.46
Daytona State College	1,568	0.52	State of Florida	2,423	0.95
Embry Riddle Aeronautical University	1,423	0.47	Walmart	2,139	0.84
Florida Health Care Plans	916	0.30	Incorporated	2,415	0.95
Frontier Communications	800	0.27	Daytona State College	1,589	0.63
Department of Transportation	700	0.23	U.S Government	1,434	0.56
Bert Fish Medical Center	700	0.23	Embry Riddle Aeronautical		
Total	24,916	8.26	University	1,198	0.47
			Total	30,939	12.18
Estimated total workforce	301,341		Estimated total workforce	253,875	

Note: No statistics are kept on primary employers within the City of Ormond Beach, Florida

Sources: County of Volusia, Department of Economic Development (Latest Available Data)
Labor Market Statistics, Florida Research and Economic Database

CITY OF ORMOND BEACH, FLORIDA
OPERATING INDICATORS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS
SEPTEMBER 30, 2020

	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Police										
Number of traffic citations issued	7,626	8,906	9,281	6,803	7,551	8,237	7,509	9,814	7,475	7,925
Number of offense reports	5,923	6,713	6,568	8,834	7,326	7,501	7,064	7,025	6,956	6,791
Number of calls for service	75,266	54,949	65,390	83,083	83,098	87,867	93,102	84,485	82,713	64,325
Fire										
Emergency fire responses	3,065	2,790	3,045	5,600	2,120	2,025	2,120	2,090	1,750	1,820
Emergency rescue responses (ALS/BLS)	4,119	4,411	4,796	6,800	5,300	5,424	5,227	4,577	4,872	4,157
Education classroom presentations	5	50	64	86	98	75	47	61	102	154
Education (not included in reporting entity)										
Kindergarten-Grade 5 students	298	2,940	2,892	2,931	2,899	2,899	2,857	2,857	2,836	2,913
Grades 6-8 students	126	1,054	1,006	1,048	1,022	1,022	1,108	1,108	1,100	1,076
Airport										
Fixed based operator	13	13	12	11	10	10	10	10	12	11
Flight School	3	3	2	2	5	2	3	2	3	3
Based aircraft	140	142	175	163	140	180	177	169	171	169
Total 12 hour, operations	112,677	100,877	100,173	116,165	109,000	108,689	118,929	124,769	130,770	133,183
Water treatment plants										
Jefferson Street Plant:										
Design capacity	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD	12.00 MGD
Current production rate	5.93 MGD	5.93 MGD	5.93 MGD	5.93 MGD	5.93 MGD	5.73 MGD	5.29 MGD	5.27 MGD	5.38 MGD	5.54 MGD
Number of water utility connections	23,638	23,465	22,793	21,905	21,905	21,661	21,444	21,248	21,162	21,138
Solid waste system										
Number of solid waste disposal customers	17,214	17,501	17,284	17,066	16,868	16,672	16,457	16,333	16,262	16,246
Number of active participating recycling program (units)	16,704	16,667	17,017	16,302	16,105	17,321	17,126	16,998	16,905	16,893
Water pollution control plants										
Orchard Street Plant:										
Design capacity	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	8.00 MGD	6.00 MGD	6.00 MGD
Current treatment rate	4.19 MGD	4.19 MGD	4.19 MGD	4.19 MGD	4.19 MGD	4.94 MGD	4.57 MGD	4.67 MGD	4.63 MGD	4.50 MGD
Number of collection system connections	18,117	17,440	16,882	16,874	16,424	16,227	16,029	15,891	15,823	15,811
Number of effluent reuse connections	3,080	3,073	3,053	2,603	2,345	2,495	2,472	2,459	2,447	2,437

Note: Number of positions are full time equivalents

Source: City of Ormond Beach Finance Department

GLOSSARY

Accounting Basis- Method used to determine when revenues and expenses (with associated assets and liabilities) are recognized in the accounts of a firm, and reported in its financial statements. In accrual basis accounting, for example, revenues are recognized when earned and expenses are recognized when incurred, whether or not any cash is received or paid. In cash basis accounting, however, revenues and expenses are recognized only when cash is received or paid, irrespective of the timing of actual sales or purchases.

Accrual- A basis of accounting in which revenues are recognized when they are measurable and earned and expenditures are recorded when incurred.

Appropriation- Authorization by the City Commission that allows expenditures to be made on behalf of the City against governmental resources.

Audit- An examination of internal controls and financial statements.

Balance Sheet- A statement which presents the financial position of an entity as of a specified date.

Budget- A financial plan or proposed revenues and expenditures for a specified period of time (usually one year).

Budgetary Accounting- Used by governments where a formal budget is adopted through an extensive approval process as an expression of public policy. The budget is a statement of financial intent indicating how the government plans to raise revenue and expend its resources.

Budget Calendar- The schedule of key dates or milestones, which the City follows in the preparation and adoption of the budgets.

Budget Deficit- A budget in which expenditures exceed the projected funds available.

CAFR- (comprehensive annual financial report) a standard accounting requirement followed by local and state governments to show how tax money is spent. The report serves several purposes which also help explain various aspects of government activity for taxpayers.

Capital Expenditures- Expenditures for items which exceed \$25,000 in value and have a useful life of 1 year or more.

Capital Projects- Have long range returns, useful life spans, are relatively expensive, and have physical presence such as buildings, roads, sewage systems, water systems, etc.

CIP- (capital improvement project) New or continued and approved capital projects for the maintenance or improvement of city assets.

Committed- Fund balance classification that can only be used for a specific purpose pursuant to constraints imposed by formal action of the government's highest level of decision making authority.

Debt Service- The City's obligation to pay principal and interest according to a predetermined schedule.

Debt Service Fund- The funds created to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest.

Department- A major organizational unit that indicates management responsibility for a group of related operations.

DEP- (Florida Department of Environmental Protection) Florida agency devoted to environmental management and stewardship. Florida's environmental priorities include achieving regulatory certainty, consistency and protection, and achieving the highest water quality.

Depreciation- The periodic expiration of an asset's useful life. Depreciation is a requirement in proprietary-type funds, such as enterprise and internal service funds. It is not used in any other fund. Depreciation is a non-cash expense and while it is recorded in the annual financial statements, it is not budgeted.

Encumbrances- Commitments against an appropriation.

EPA- (Environmental Protection Agency) an independent federal agency, created in 1970, that sets and enforces rules and standards that protect the environment and control pollution.

Enterprise Fund- The funds established to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.

Estimated Revenues- Projections of funds to be received during the fiscal year.

FAA- (Federal Aviation Administration) is a component of the U.S. Department of Transportation that sets standards for the air-worthiness of all civilian aircraft, inspects and licenses them and regulates civilian and military air traffic control centers.

FDOT- (Florida Department of Transportation) a decentralized agency charged with the establishment, maintenance, and regulation of public transportation in the state of Florida.

Franchise Fees- Fees levied on a corporation in return for granting privilege, sanctioning a monopoly, or permitting the use of public property, usually subject to regulation.

Fund Balance- The amount by which assets exceed liabilities.

GIS- (geographic information system) allows the city's users to produce maps from the existing GIS with integrated information from the data base of the primary mini-computer application.

Impact Fees- A connection's contribution toward its equitable share of the cost of capital improvements required to serve new customers.

Interfund Transfers- Amounts transferred from one fund to another.

Intergovernmental Revenues- Revenues received from another government.

Internal Service Funds- The funds established for the financing of goods or services provided by one department to other departments within the City on a cost reimbursement basis. Examples are the Data Processing Fund and the Insurance Fund.

LAN- (local area network) a computer network covering a small local area, such as a home or office.

Levy- Imposed taxes, special assessments, or service charges.

MGD- (million gallons per day) a measurement standard for city owned water treatment pumps.

Modified Accrual Method- Method under which revenues are recognized in the period they become available and measurable, and expenditures are recognized in the period the associated liability is incurred. Most government accounting follows this method.

NPDES- (national pollution discharge elimination system) a national program under Section 402 of the Clean Water Act for regulation of discharges of pollutants from point sources to waters of the United States. Discharges are illegal unless authorized by an NPDES permit.

OBPAC- (Ormond Beach Performing Arts Center) consists of an auditorium, rehearsal room, studio and music rooms for city sponsored groups, professional theater and musical productions.

Operating Expenditures- Ongoing expenditures that are not wages, benefits or capital in nature.

Ordinance- A formal legislative enactment by the governing board of a municipality.

Personal Property- Livestock, commercial equipment and furnishings, attachments to mobile homes, railroad cars, and similar possessions that are taxable under State law.

Real Property- Land and the buildings and other structures attached to it that are taxable under state law.

Reserved- Indicates that a portion of fund balance is restricted for a specific purpose.

Roll back tax rate- The tax rate that generates the same amount of revenue as the prior year exclusive of gains from new construction.

SOH- (save our homes) an amendment to the Florida Constitution that mandates that the assessed value of your Homestead property can increase by no more than 3% above last year's assessed value (or the consumer price index, whichever is less).

Special Revenue Fund- Account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes.

State Revenue Sharing- Allocations to municipalities from a trust fund primarily supported by State cigarette and motor fuel taxes.

Taxable Value- Assessed value of property minus any exceptions, which may be applicable.

Tax Base- The total property valuations on which each taxing agency levies its tax rates.

Tentative Millage- The tax rate adopted at the first public hearing of a taxing agency. Under State law, the agency may reduce, but not increase, the tentative millage during the second budget hearing.

Truth in Millage- State law establishing mandatory procedures, including advertising requirements and the holding of public hearings, for adoption of budgets and tax rates.

Unassigned- Fund balance classification that has not been assigned to other fund balance classifications.

Utility Tax- Municipal charges levied by the City in each and every purchase of a public service within the corporate limits of the City. Public service is electricity, gas, fuel oil, water, and telephone service.

WAN- (wide area network) a large, integrated computer network with multiple access points and users. An example would be the World Wide Web.

Cost Allocation Plan FY 2021-22

Allocation of General Fund Costs to Other Funds through interfund transfer

						General Fund Police Department Budget Allocated based on estimated cost to secure assets 0.5%	General Fund Fire Department Budget Allocated based on estimated time spent on flow testing & hydrant maintenance 2.0%	General Fund Planning Department Budget Allocated based on estimated cost of development review plus Avolve 15.0%	Total General Fund Costs Allocated to Other Funds				
General Fund Administration Budget (Commission, City Manager, Legal, Support Services) Allocation based on % of agenda items		General Fund Finance and Human Resources Budget Allocation based on # of employees		General Fund Information Technology Munis/Energov									
Amount to be allocated		\$	2,261,831	\$	1,472,479	\$	1,359,595	\$	9,927,203	\$	6,245,373	\$	754,253
Allocation of costs to:													
Stormwater	4.0%	90,473	2.2%	32,722	0.0%	-	NA	NA	NA	NA	123,195		
Airport	0.5%	11,309	0.3%	4,090	0.0%	-	NA	NA	NA	NA	15,399		
General Capital Improvements	1.0%	22,618	0.0%	-	0.0%	-	NA	NA	NA	NA	22,618		
Transportation	8.0%	180,946	0.0%	-	0.0%	-	NA	NA	NA	NA	180,946		
Water/Wastewater Operating	15.0%	339,275	17.8%	261,774	35.0%	475,858	49,636	124,907	113,138	NA	1,364,588		
Solid Waste	1.0%	22,618	0.6%	8,180	0.6%	7,553	NA	NA	NA	NA	30,799		

Allocation of Engineering Costs to Other Funds through department charge

	General Fund Engineering Budget Allocation based on average CIP budget	
Amount to be allocated	\$	1,088,022
Planning	2.00%	21,760
Streets	2.00%	21,760
Parks	2.00%	21,760
Building	2.00%	21,760
Leisure Services	2.00%	21,760
Airport	1.00%	10,880
		<u>119,682</u>
Allocation of costs to:		
Downtown Redevelopment	13.81%	133,751
Stormwater	7.43%	71,995
Transportation	17.27%	167,231
Water/Wastewater R&R	61.48%	595,362
Solid Waste	0.00%	-
		<u>968,340</u>
11,366,600		<u>1,088,022</u>

Allocation of Water/Wastewater Utility Billing Costs to Other Funds through interfund transfer

	Water/Wastewater Utility Billing Costs (Excluding Meter Reading Costs) Allocation based on Fund Revenues to Total Revenue	
Amount to be allocated	\$	988,650
Allocation of costs to:		
Stormwater	7.50%	74,112
Solid Waste	27.91%	275,943
Cost Allocation for Utility Billing Services		
Budget 401-0304		1,394,894.00
Less: Meter Reading Personnel Costs		(370,000.00)
Less: Vehicle Costs		(26,044.00)
Less: Equipment Repairs		(8,700.00)
Less: Uniforms/Clothing		(1,500.00)
Total to Allocate		<u>988,650.00</u>
Stormwater Revenue	2,530,000.00	7.50%
Solid Waste Revenue	9,420,000.00	27.91%
Water/WW Revenue	21,800,000.00	64.59%
	<u>33,750,000.00</u>	
Transfer from Stormwater to Water/Wastewater	74,112.13	
Transfer from Solid Waste to Water/Wastewater	275,943.20	

Investment Policy City of Ormond Beach, Florida

**Approved By City Council
April 16, 2013**

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ATTACHMENT A: Glossary of Cash and Investment Management Terms
ATTACHMENT B: Investment Pool/Fund Questionnaire

Investment Policy of the City of Ormond Beach, Florida

I. PURPOSE

The purpose of this Investment Policy (hereinafter “Policy”) is to set forth the investment objectives and parameters for the management of the funds of the City of Ormond Beach, Florida, (hereinafter the “City”). This Policy is designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices.

II. SCOPE

In accordance with Section 218.415, Florida Statutes, this Policy applies to all cash and investments held or controlled by the City and shall be identified as “general operating funds” of the City with the exception of the City’s Pension Funds and funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Additionally, any future revenues, which have statutory investment requirements conflicting with this Policy and funds held by state agencies (e.g., Department of Revenue), are not subject to the provisions of this Policy.

III. INVESTMENT OBJECTIVES

Safety of Principal

The foremost objective of this investment program is the safety of the principal of those funds within the portfolios. Investment transactions shall seek to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

Maintenance of Liquidity

The portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodical cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity.

Return on Investment

The portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. However, return is attempted through active management where the adviser utilizes a total return strategy (which includes both realized and unrealized gains and losses in the portfolio). This total return strategy seeks to increase the value of the portfolio through reinvestment of income and capital gains. The

core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Despite this, an Investment Manager(s) may trade to recognize a loss from time to time to achieve a perceived relative value based on its potential to enhance the total return of the portfolio.

IV. DELEGATION OF AUTHORITY

In accordance with the City's Charter, the responsibility for providing oversight and direction in regard to the management of the investment program resides with the City's Manager. Responsibility for the administration of the investment program is hereby delegated by the City Manager to the Finance Director, who shall maintain an Investment Procedures and Internal Controls Manual based on this Policy. The Finance Director shall be responsible for monitoring internal controls, administrative controls and to regulate the activities of the City's staff involved with the investment program. The City may employ an Investment Advisor(s) to assist in managing some of the City's portfolios. Such Investment Advisor(s) must be registered under the Investment Advisors Act of 1940.

V. STANDARDS OF PRUDENCE

The standard of prudence to be used by investment officials shall be the "Prudent Person" standard and shall be applied in the context of managing the overall investment program. Investment officers acting in accordance with written procedures and this investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported to the City Council in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this Policy. The "Prudent Person" rule states the following:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by investment officials who are officers or employees is the "Prudent Person" standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of "Prudent Expert". The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the contractor shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

VI. ETHICS AND CONFLICTS OF INTEREST

Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Also, employees involved in the investment process shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City,

and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City's investment program.

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Finance Director shall establish a system of internal controls and operational procedures that are in writing and made a part of the City's operational procedures. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees. The written procedures should include reference to safekeeping, repurchase agreements, separation of transaction authority from accounting and record keeping, wire transfer agreements, banking service contracts, collateral/depository agreements, and "delivery vs. payment" procedures. No person may engage in an investment transaction except as authorized under the terms of this Policy. These procedures are intended to reduce the relatively low risk that material losses may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions.

Independent auditors as a normal part of the annual financial audit to the City shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

VIII. CONTINUING EDUCATION

The Finance Director, management designee and/or appropriate staff shall annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Authorized City staff and Investment Advisor(s) shall only purchase securities from financial institutions, which are Qualified Institutions by the City or institutions designated as "Primary Securities Dealers" by the Federal Reserve Bank of New York. Authorized City staff and Investment Advisor(s) shall only enter into repurchase agreements with financial institutions that are Qualified Institutions and Primary Securities Dealers as designated by the Federal Reserve Bank of New York.

The City's Investment Advisor(s) shall utilize and maintain its own list of approved primary and non-primary securities dealers.

The Finance Director and/or the management designee shall maintain a list of financial institutions and broker/dealers that are approved for investment purposes and only firms meeting the following requirements will be eligible to serve as Qualified Institutions:

- 1) regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule);
- 2) Capital of no less than \$10,000,000;
- 3) registered as a dealer under the Securities Exchange Act of 1934;
- 4) member of the National Association of Dealers (NASD);
- 5) registered to sell securities in Florida; and
- 6) the firm and assigned broker have been engaged in the business of effecting transactions in U.S. government and agency obligations for at least five (5) consecutive years.

All brokers, dealers and other financial institutions deemed to be Qualified Institutions shall be provided with current copies of the City's Investment Policy. A current audited financial statement is required to be on file for each financial institution and broker/dealer with which the City transacts business.

X. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. .

Investments shall have a term appropriate to the need for funds and in accordance with debt covenants, but in no event shall exceed five (5) years.

XI. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Finance Director or management designee and the Investment Advisor(s) has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) Qualified Institutions and/or Primary Dealers must be contacted and asked to provide bids/offers on securities in questions. Bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected.

However, if obtaining bids/offers are not feasible and appropriate, securities may be purchased utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

- A. Telerate Information System
- B. Bloomberg Information Systems
- C. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing
- D. Daily market pricing provided by the City's custodian or their correspondent institutions

The Finance Director and the Investment Advisor(s) shall utilize the competitive bid process to select the securities to be purchased or sold. Selection by comparison to a current market price, as indicated above, shall only be utilized when, in judgment of the Finance Director and the Investment Advisor(s), competitive bidding would inhibit the selection process.

Examples of when this method may be used include:

- A. When time constraints due to unusual circumstances preclude the use of the competitive bidding process
- B. When no active market exists for the issue being traded due to the age or depth of the issue
- C. When a security is unique to a single dealer, for example, a private placement
- D. When the transaction involves new issues or issues in the "when issued" market

Overnight sweep investments or repurchase agreements will not be bid, but may be placed with the City's depository bank relating to the demand account for which the sweep investments or repurchase agreement was purchased.

XII. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the City's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Finance Director or management designee may direct the Investment Advisor(s) to sell the investment at the then-prevailing market price and place the proceeds into the proper account at the City's custodian.

The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. The Finance Director or management designee shall have the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies. The percentage allocations requirements for investment types and issuers are calculated based on the original cost of each investment. Investments not listed in this Policy are prohibited.

In the event of a ratings downgrade of a security, the Investment Advisor(s) shall notify the Finance Director within five business days of such a decline in the required rating. The Investment Advisor(s) and the Finance Director will review the individual facts and circumstances of the situation and determine an appropriate course of action.

The allocation limits and security types do not apply to the investment of debt proceeds. These investments shall be governed by the debt covenant included in the debt instrument.

Security Type	Minimum Rating Requirement	Maturity Limits	Maximum Allocation Limit	Maximum Issuer Limit
United States Government Securities	N/A	5 Years	100%	N/A
United States Government Agencies (full faith and credit of the United States Government)	N/A	5 Years	50%	25%
Federal Instrumentalities (United States Government Sponsored Enterprises (“GSE”) which are non-full faith and credit).*	N/A	5 Years	80%	40%
Mortgage-Backed Securities (MBS) *	N/A	5 Years	20%	15%
Non-Negotiable Interest Bearing Time Certificates of Deposit	N/A	1 Years	50%	25%
Repurchase Agreements	N/A	60 Days	50%	25%
Commercial Paper	P-1/A-1	270 Days	25%	15%
Corporate Notes	single “A” category by any two NRSROs	5 Years	25%	5%
Bankers’ Acceptances	P-1/A-1	180 Days	35%	20%
State and/or Local Government Taxable and/or Tax-Exempt Debt	Single “A” category by two NRSROs	5 Years	20%	20%
Registered Investment Companies (Money Market Mutual Funds)	AAAm	N/A	50%	25%
Intergovernmental Investment Pool	AAA	N/A	25%	N/A
Florida PRIME	AAAm	N/A	25%	N/A

*The combined total of available funds invested in Federal Instrumentalities and Mortgage- Backed Securities cannot be more than 80%.

A. United States Government Securities

1. Purchase Authorization

Authorized Staff may invest in negotiable direct obligations, or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to the following:

Cash Management Bills
Treasury Securities – State and Local Government Series (SLGS)
Treasury Bills
Treasury Notes
Treasury Bonds
Treasury Strips

2. Portfolio Composition

A maximum of 100% of available funds may be invested in the United States Government Securities.

3. Maturity Limitations

The length to maturity of any direct investment in the United States Government Securities is five (5) years from the date of purchase.

B. United States Government Agencies (full faith and credit of the United States Government)

1. Purchase Authorization

Authorized Staff may invest in bonds, debentures or notes issued or guaranteed by the United States Government agencies, provided such obligations are backed by the full faith and credit of the United States Government. Such securities will include, but not be limited to the following:

- Government National Mortgage Association (GNMA)
- United States Export – Import Bank
 - Direct obligations or fully guaranteed certificates of beneficial ownership
- Farmer Home Administration
 - Certificates of beneficial ownership
- Federal Financing Bank
 - Discount notes, notes and bonds
- Federal Housing Administration Debentures
- General Services Administration
- New Communities Debentures
 - United States Government guaranteed debentures
- United States Public Housing Notes and Bonds
 - United States Government guaranteed public housing notes and bonds
- United States Department of Housing and Urban Development
 - Project notes and local authority bonds

2. Portfolio Composition

A maximum of 50% of available funds may be invested in United States Government agencies.

3. Limits on Individual Issuers

A maximum of 25% of available funds may be invested in individual United States Government agencies.

4. Maturity Limitations

The length to maturity for an investment in any United States Government agency security is five (5) years from the date of purchase.

C. Federal Instrumentalities (United States Government Sponsored Enterprises (“GSE”) which are non-full faith and credit).

1. Purchase Authorization

Authorized Staff may invest in bonds, debentures or notes issued or guaranteed by United States Government Sponsored Enterprises (Federal Instrumentalities which are non-full faith and credit agencies) limited to the following:

Federal Farm Credit Bank (FFCB)
 Federal Home Loan Bank or its District banks (FHLB)
 Federal National Mortgage Association (FNMA)
 Federal Home Loan Mortgage Corporation (Freddie-Macs) including Federal Home Loan Mortgage Corporation participation certificates

2. Portfolio Composition

A maximum of 80% of available funds may be invested in Federal Instrumentalities. The combined total of available funds invested in Federal Instrumentalities and Mortgage-Backed Securities cannot be more than 80%.

3. Limits on Individual Issuers

A maximum of 40% of available funds may be invested in any one issuer.

4. Maturity Limitations

The length to maturity for an investment in any Federal Instrumentality is five (5) years from the date of purchase.

D. Mortgage-Backed Securities (MBS)

1. Purchase Authorization

Authorized Staff may invest in mortgage-backed securities (MBS) which are based on mortgages that are guaranteed by a government agency or GSE for payment of principal and a guarantee of timely payment.

2. Portfolio Composition

A maximum of 20% of available funds may be invested in MBS. The combined total of available funds invested in Federal Instrumentalities and Mortgage Backed Securities cannot be more than 80%.

3. Limits of Individual Issuers

A maximum of 15% of available funds may be invested with any one issuer.

4. Maturity Limitations

A maximum length to maturity for an investment in any MBS is five (5) years from the date of purchase.

The maturity of mortgage securities shall be considered the date corresponding to its average life. This date reflects the point at which an investor will have received back half of the original principal (face) amount. The average life may be different from the stated legal maturity included in a security's description.

E. Non-Negotiable Interest Bearing Time Certificates of Deposit

1. Purchase Authorization

Authorized Staff may invest in non-negotiable interest bearing time certificates of deposit or savings accounts in banks organized under the laws of this state and/or in national banks organized under the laws of the United States and doing business and situated in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

2. Portfolio Composition

A maximum of 50% of available funds may be invested in non-negotiable interest bearing time certificates of deposit or savings accounts.

3. Limits on Individual Issuers

A maximum of 25% of available funds may be deposited with any one issuer.

4. Maturity Limitations

The maximum maturity on any certificate shall be no greater than one (1) year from the date of purchase.

F. Repurchase Agreements

1. Purchase Authorization

a. Authorized Staff may invest in repurchase agreements comprised of only those investments based on the requirements set forth by the City's Master Repurchase Agreement. All firms with whom the City enters into repurchase agreements will have in place an executed Master Repurchase Agreement with the City.

b. A third party custodian shall hold collateral for all repurchase agreements with a term longer than one (1) business day.

c. Securities authorized for collateral are negotiable direct obligations of the United States Government and Federal Instrumentalities with maturities under five (5) years and must have a mark-to-market value at a minimum of 102 percent during the term of the repurchase agreement.

Immaterial short-term deviations from 102 percent requirement are permissible only upon the approval of the Authorized Staff.

2. Portfolio Composition

A maximum of 50% of available funds may be invested in repurchase agreements with the exception of one (1) business day agreements and overnight sweep agreements.

3. Limits on Individual Issuers

A maximum of 25% of available funds may be invested with any one institution with the exception of one (1) business day agreements and overnight sweep agreements.

4. Maturity Limitations

The maximum length to maturity of any repurchase agreement is 60 days from the date of purchase.

G. Commercial Paper

1. Purchase Authorization

Authorized Staff may invest in commercial paper of any United States company that is rated, at the time of purchase, “Prime-1” by Moody’s and “A-1” by Standard & Poor’s (prime commercial paper). If backed by a letter of credit (LOC), the long-term debt of the LOC provider must be rated at least single “A” category by any two Nationally Recognized Statistical Rating Organizations (“NRSROs”).

2. Portfolio Composition

A maximum of 25% of available funds may be directly invested in prime commercial paper.

3. Limits on Individual Issuers

A maximum of 15% of available funds may be invested with any one issuer.

4. Maturity Limitations

The maximum length to maturity for prime commercial paper shall be 270 days from the date of purchase.

H. Corporate Notes

1. Purchase Authorization

Authorized Staff may invest in corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long term debt rating, at the time of purchase, at a minimum single “A” category by any two NRSROs.

2. Portfolio Composition

A maximum of 25% of available funds may be directly invested in corporate notes.

3. Limits on Individual Issuers

A maximum of 5% of available funds may be invested with any one issuer.

4. Maturity Limitations

The maximum length to maturity for corporate notes shall be five (5) years from the date of purchase.

I. Bankers’ Acceptances

1. Purchase Authorization

Authorized Staff may invest in bankers’ acceptances which are issued by a domestic bank which has at the time of purchase, an unsecured, uninsured and unguaranteed obligation rating of at least “Prime-1” by Moody’s or “A-1” by Standard & Poor’s.

2. Portfolio Composition

A maximum of 35% of available funds may be directly invested in bankers’ acceptances.

3. Limits on Individual Issuers

A maximum of 20% of available funds may be invested with any one issuer.

4. Maturity Limitations

The maximum length to maturity for bankers’ acceptances shall be 180 days from the date of purchase.

J. State and/or Local Government Taxable and/or Tax-Exempt Debt

1. Purchase Authorization

Authorized Staff may invest in state and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated at the time of purchases, at a minimum single “A” category by any two NRSROs, or rated at least “MIG-2” by Moody’s or “SP-2” by Standard & Poor’s for short-term debt.

2. Portfolio Composition

A maximum of 20% of available funds may be invested in taxable and tax-exempt debts.

3. Limits on Individual Issuers

A maximum of 20% of available funds may be invested with any one issuer.

4. Maturity Limitations

A maximum length to maturity for an investment in any state or local government debt security is five (5) years from the date of purchase.

K. Registered Investment Companies (Money Market Mutual Funds)

1. Purchase Authorization

Authorized Staff may invest in shares in open-end and no-load money market funds provided such funds are registered under the Federal Investment Company Act of 1940 and operate in accordance with 17 C.F.R. § 270.2a-7, which stipulates that money market funds must have an average weighted maturity of 60 days or less. In addition, the share value of the money market funds must be equal to \$1.00.

2. Portfolio Composition

A maximum of 50% of available funds may be invested in money market funds.

3. Limits of Individual Issuers

A maximum of 25% of available funds may be invested with any one money market fund.

4. Rating Requirements

The money market funds shall be rated “AAAm” by Standard & Poor’s or the equivalent by another NRSRO.

5. Due Diligence Requirements

A thorough review of any money market fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Finance Director that will contain a list of questions that covers the major aspects of any investment pool/fund.

L. Intergovernmental Investment Pool

1. Purchase Authorization

Authorized Staff may invest in intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act, as provided in s. 163.01, F.S.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in intergovernmental investment pools.

3. Rating Requirements

The Intergovernmental Investment Pool shall be rated “AAA” by Standard & Poor’s or the equivalent by another NRSRO.

4. Due Diligence Requirements

A thorough review of any investment pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Finance Director that will contain a list of questions that covers the major aspects of any investment pool.

M. The Florida PRIME

1. Purchase Authorization

Authorized Staff may invest in the Florida PRIME.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in the Florida PRIME.

3. Rating Requirements

The Florida PRIME shall be rated “AAAm” by Standard & Poor’s or the equivalent by another NRSRO.

4. Due Diligence Requirements

A thorough review of the Florida PRIME is required prior to investing, and on a continual basis. There shall be a questionnaire developed by the Finance Director that will contain a list of questions that covers the major aspects of any investment pool/fund.

XIII. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

Investment in any derivative products or the use of reverse repurchase agreements requires specific City Council approval prior to their use. If the City Council approves the use of derivative products, the Finance Director or management designee shall develop sufficient understanding of the derivative products and have the expertise to manage them. A “derivative” is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. If the City Council approves the use of reverse repurchase agreements or other forms of leverage, the investment shall be limited to transactions in which the proceeds are intended to provide liquidity and for which the Finance Director or management designee has sufficient resources and expertise to manage them.

XIV. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolios' performance, the City will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the City to measure its returns against other investors in the same markets.

- A. Investment performance of funds designated as short-term funds and other funds that must maintain a high degree of liquidity will be compared to the return on the S&P Rated GIP Index Government 30 Day Yield. Investments of current operating funds shall have maturities of no longer than twenty-four (24) months.
- B. Investment performance of funds designated as core funds and other non-operating funds that have a longer-term investment horizon will be compared to the Merrill Lynch 1-3 Year U.S. Treasury Note Index and the portfolio's total rate of return will be compared to this benchmark. The appropriate index will have a duration and asset mix that approximates the portfolios and will be utilized as a benchmark to be compared to the portfolios' total rate of return. Investments of bond reserves, construction funds, and other non-operating funds ("core funds") shall have a term appropriate to the need for funds and in accordance with debt covenants, but in no event shall exceed five (5) years.

XV. REPORTING

The Finance Director, management designee and/or Investment Advisor(s) shall provide the City Manager with a "Quarterly Investment Report" that summarizes but not limited to the following:

- A. Recent market conditions, economic developments and anticipated investment conditions.
- B. The investment strategies employed in the most recent quarter.
- C. A description of all securities held in investment portfolios at month-end.
- D. The total rate of return for the quarter and year-to-date versus appropriate benchmarks.
- E. Any areas of the Policy concern warranting possible revisions to current or planned investment strategies. The market values presented in these reports will be consistent with accounting guidelines in GASB Statement 31.

On an annual basis, the City Manager designee shall submit to the City Council a written report on all invested funds. The annual report shall provide all, but not limited to, the following: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value, the yield on each investment.

The annual report will show performance on both a book value and total rate of return basis and will compare the results to the above-stated performance benchmarks. All investments shall be reported at fair value per GASB Statement 31. Investment reports shall be available to the public.

XVI. THIRD-PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits, shall be held with a third party custodian; and all securities purchase by, and all collateral obtained by the City should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the City Manager and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping, shall be permitted unless by such a duly authorized person.

The custodian shall provide the Finance Director or management designee with safekeeping statements that provide detail information on the securities held by the custodian. On a monthly basis, the custodian will also provide reports that list all securities held for the City, the book value of holdings and the market value as of month-end.

Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens.

XVII. INVESTMENT POLICY ADOPTION

The Investment Policy shall be adopted by City resolution. The Finance Director and Accounting Manager shall review the Policy annually and submit recommendations to the City Manager for review and approval. If a change in the Policy is recommended for approval by the City Manager, the Finance Director will prepare the necessary report to Council.

APPROVED AND ADOPTED BY THE CITY COUNCIL ON April 16, 2013.

RESOLUTION NUMBER

Name: _____

Title: _____

Attachment A

Glossary of Cash and Investment Management Terms

Accrued Interest. Interest earned but which has not yet been paid or received.

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor. Also known as "offered price."

Asset Backed Securities (ABS). A fixed-income security backed by notes or receivables against assets other than real estate. Generally issued by special purpose companies that "own" the assets and issue the ABS. Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactured housing loans, farm equipment loans and aircraft leases.

Average Life. The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point. One hundredth of one percent, or 0.01%. Thus 1% equals 100 basis points.

Bearer Security. A security whose ownership is determined by the holder of the physical security. Typically, there is no registration on the issuer's books. Title to bearer securities is transferred by delivery of the physical security or certificate. Also known as "physical securities."

Benchmark Bills: In November 1999, FNMA introduced its Benchmark Bills program, a short-term debt securities issuance program to supplement its existing discount note program. The program includes a schedule of larger, weekly issues in three- and six-month maturities and biweekly issues in one-year for Benchmark Bills. Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for each Benchmark Bill maturity and accepts both competitive and non-competitive bids through a web based auction system. This program is in addition to the variety of other discount note maturities, with rates posted on a daily basis, which FNMA offers. FNMA's Benchmark Bills are unsecured general obligations that are issued in book-entry form through the Federal Reserve Banks. There are no periodic payments of interest on Benchmark Bills, which are sold at a discount from the principal amount and payable at par at maturity. Issues under the Benchmark program constitute the same credit standing as other FNMA discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Benchmark Notes/Bonds: Benchmark Notes and Bonds are a series of FNMA "bullet" maturities (non-callable) issued according to a pre-announced calendar. Under its Benchmark Notes/Bonds program, 2, 3, 5, 10 and 30-year maturities are issued each quarter. Each Benchmark Notes new issue has a minimum size of \$4 billion, 30-year new issues having a minimum size of \$1 billion, with re-openings based on investor demand to further enhance liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in Benchmark Notes and Bonds in maturities ranging from 2 to 30 years. The liquidity emanating from these large size issues has facilitated favorable financing opportunities through the development of a liquid overnight and term repo market. Issues under the Benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Benchmark. A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance and duration of the actual portfolio's investments.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

Bond Market Association (BMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the BMA also recommends bond market closures and early closes due to holidays.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash flows, including periodic interest payments and a principal repayment.

Book Entry Securities. Securities that are recorded in a customer's account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC and PTC

(as opposed to bearer or physical securities). The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors' concerns about the certificates themselves. The vast majority of securities are now book entry securities.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called "amortized cost" as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called "carrying value." Book value can vary over time as an investment approaches maturity and differs from "market value" in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers, and receives a commission for these services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

Bullet Notes/Bonds. Notes or bonds that have a single maturity date and are non-callable.

Call Date. Date at which a call option may be or is exercised.

Call Option. The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are at par, but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European - one-time calls, (2) Bermudan - periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American - continuously callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

Callable Bonds/Notes. Securities, which contain an imbedded call option giving the issuer, the right to redeem the securities prior to maturity at a predetermined price and time.

Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralization. Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Collateralized Mortgage Obligation (CMO). A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest

depending upon their maturity. Interest payments are usually paid monthly. In “plain vanilla” CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days, and given a short-term debt rating by one or more NRSROs.

Convexity. A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Corporate Note. A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Counterparty. The other party in a two party financial transaction. "Counterparty risk" refers to the risk that the other party, to a transaction, will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Coupon Rate. Annual rate of interest on a debt security, expressed as a percentage of the bond's face value.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate / price), but does not accurately reflect a bond's true yield level.

Custody. Safekeeping services offered by a bank, financial institution or trust company, referred to as the “custodian.” Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement and market values.

Dealer. A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Delivery Versus Payment (DVP). Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC). A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs and BAs clear through DTC.

Derivatives. For hedging purposes, common derivatives are options, futures, swaps and swaptions. All Collateralized Mortgage Obligations (“CMOs”) are derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

Derivative Security. Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Designated Bond. FFCB's regularly issued, liquid, non-callable securities that generally have a 2 or 3 year original maturity. New issues of Designated Bonds are \$1 billion or larger. Re-openings of existing Designated Bond issues are generally a minimum of \$100 million. Designated Bonds are offered through a syndicate of two to six dealers. Twice each month the Funding Corporation announces its intention to issue a new Designated Bond, reopen an existing issue, or to not issue or reopen a Designated Bond. Issues under the Designated Bond

program constitute the same credit standing as other FFCB issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Discount Notes. Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Very large primary (new issue) and secondary markets.

Discount Rate. Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the “fed funds rate.”

Discount Securities. Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include: U.S. Treasury Bills, Federal Agency Discount Notes, Bankers' Acceptances and Commercial Paper.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also “Premium.”

Diversification. Dividing investment funds among a variety of security types, maturities, industries and issuers offering potentially independent returns.

Dollar Price. A bond’s cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 ½, would have a principal cost of \$955 per \$1,000 of face value.

Duff & Phelps. One of several NRSROs that provide credit ratings on corporate and bank debt issues.

Duration. The weighted average maturity of a security’s or portfolio’s cash flows, where the present values of the cash flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g. MacAuley Duration, Modified Duration).

Fannie Mae. See “Federal National Mortgage Association.”

Fed Money Wire. A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

Fed Securities Wire. A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts, used primarily for settlement of U.S. Treasury and Federal Agency securities.

Fed. See “Federal Reserve System.”

Federal Agency Security. A debt instrument issued by one of the Federal Agencies. Federal Agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Deposit Insurance Corporation (FDIC). Federal agency that insures deposits at commercial banks, currently to a limit of \$250,000 per depositor per bank.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system that is a network of cooperatively-owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its “designated note” program.

Federal Funds (Fed Funds). Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a “target” Fed Funds rate associated with the Fed's management of monetary policy.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its “global note” and “TAP” programs.

Federal Home Loan Mortgage Corporation (FHLMC or “Freddie Mac”). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “reference note” program.

Federal National Mortgage Association (FNMA or “Fannie Mae”). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “benchmark note” program.

Federal Reserve Bank. One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven member Board of Governors known as the “Federal Reserve Board” and headed by its Chairman.

Financial Industry Regulatory Authority, Inc (FINRA). is a private corporation that acts as a self-regulatory organization (SRO). FINRA is the successor to the National Association of Securities Dealers, Inc. (NASD). Though sometimes mistaken for a government agency, it is a non-governmental organization that performs financial regulation of member brokerage firms and exchange markets. The government also has a regulatory arm for investments, the Securities and Exchange Commission.

Fiscal Agent/Paying Agent. A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

Fitch Investors Service, Inc. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Floating Rate Security (FRN or “floater”). A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable-rate debt in that the changes to the rate take place immediately when the index changes, rather than on a predetermined schedule. See also “Variable Rate Security.”

Freddie Mac. See "Federal Home Loan Mortgage Corporation".

Ginnie Mae. See "Government National Mortgage Association".

Global Notes: Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually large issues that are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. are typically denominated in U.S. dollars.

Government National Mortgage Association (GNMA or "Ginnie Mae"). One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that is actually full faith and credit of the U.S.).

Government Securities. An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. Government, but they are not direct obligations of the U.S. Government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Some consider GSEs to be stealth recipients of corporate welfare. Examples of GSEs include: FHLB, FHLMC, FNMA and SLMA.

Government Sponsored Enterprise Security. A security issued by a Government Sponsored Enterprise. Considered Federal Agency Securities.

Index. A compilation of statistical data that tracks changes in the economy or in financial markets.

Interest-Only (IO) STRIP. A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

Internal Controls. An internal control structure ensures that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met.

The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. **Separation of transaction authority from accounting and record keeping** - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Inverse Floater. A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

Investment Advisor. A company that provides professional advice managing portfolios, investment recommendations and/or research in exchange for a management fee.

Investment Adviser Act of 1940. Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Grade. Bonds considered suitable for preservation of invested capital; bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although "BBB" rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Also, a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

Local Government Investment Pool (LGIP). An investment by local governments in which their money is pooled as a method for managing local funds, (i.e., Florida State Board of Administration's Florida Prime Fund).

Long-Term Core Investment Program. Funds that are not needed within a one year period.

Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Mark-to-market. Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Bond Market Association (BMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

Maturity Date. Date on which principal payment of a financial obligation is to be paid.

Medium Term Notes (MTN's). Used frequently to refer to corporate notes of medium maturity (5-years and under). Technically, any debt security issued by a corporate or depository institution with a maturity from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities, and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

Money Market. The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as: U.S. Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of \$1.00. Many MMFs carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA and FHLMC. There are a variety of MBS structures, some of which can be very risky and complicated. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. Largest issuer is GNMA.

Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency. The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (bond, equity, money fund); all except money market funds operate on a variable net asset value (NAV).

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs (\$100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

Net Asset Value. The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

$$[(\text{Total assets}) - (\text{Liabilities})]/(\text{Number of shares outstanding})$$

NRSRO. A “Nationally Recognized Statistical Rating Organization.” A designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody’s, S&P, Fitch and Duff & Phelps.

Offered Price. See also "Ask Price."

Open Market Operations. Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value. Face value, stated value or maturity value of a security.

Physical Delivery. Delivery of readily available underlying assets at contract maturity.

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

Primary Dealer. Any of a group of designated government securities dealers designated by to the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are considered the largest players in the U.S. Treasury securities market.

Prime Paper. Commercial paper of high quality. Highest rated paper is A-1+/A-1 by S&P and P-1 by Moody’s.

Principal. Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

Prudent Investor Standard. Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. More stringent than the “prudent person” standard as it implies a level of knowledge commensurate with the responsibility at hand.

Qualified Public Depository - Per Florida Statute 280, means any bank, saving bank or savings association that:

1. Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States;

2. Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.
3. Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 seq.
4. Meets all requirements of F.S. 280
5. Has been designed by the Treasurer as a qualified public depository.

Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Realized Gains (Losses). The difference between the sale price of an investment and its book value. Gains/losses are “realized” when the security is actually sold, as compared to “unrealized” gains/losses which are based on current market value. See “Unrealized Gains (Losses).”

Reference Bills: FHLMC’s short-term debt program created to supplement its existing discount note program by offering issues from one month through one year, auctioned on a weekly or on an alternating four-week basis (depending upon maturity) offered in sizeable volumes (\$1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, Reference Bill issues are intended to encourage active trading and market-making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency and liquidity, thereby providing alternatives to U.S. Treasury bills. FHLMC’s Reference Bills are unsecured general corporate obligations. This program supplements the corporation’s existing discount note program. Issues under the Reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Reference Notes: FHLMC’s intermediate-term debt program with issuances of 2, 3, 5, 10 and 30-year maturities. Initial issuances range from \$2 - \$6 billion with re-openings ranging \$1 - \$4 billion.

The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the Reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor’s custodial bank, or “tri-party” where the securities are delivered to a third party intermediary. Any type of security can be used as “collateral,” but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate BMA approved master repurchase agreement is in place.

Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by essentially borrowing at short-term rates. Can also be used to leverage a portfolio and in this sense, can be considered risky if used improperly.

Safekeeping. Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Securities Lending. An arrangement between an investor and a custody bank that allows the custody bank to “loan” the investor's investment holdings, reinvest the proceeds in permitted investments, and share any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

Sinking Fund. A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of moneys for payment of debt service. Usually used in connection with term bonds.

Spread. The difference between the price of a security and similar maturity U.S. Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor's. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

STRIPS (Separate Trading of Registered Interest and Principal of Securities). Acronym applied to U.S. Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and “strips” description can be applied to non-Treasury securities (e.g. FNMA strips).

Structured Notes. Notes that have imbedded into their structure options such as step-up coupons or derivative-based returns.

Swap. Trading one asset for another.

TAP Notes: Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB's traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and reopens them up regularly through a competitive auction. These maturities (2, 3, 5 and 10 year) will remain open for the calendar quarter, after which they will be closed and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued, but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

Tennessee Valley Authority (TVA). One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to \$30 billion. Under this authorization, TVA may also obtain advances from the U.S. Treasury of up to \$150 million. Frequent issuer of discount notes, agency notes and callable agency securities.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. Government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States Government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week and 26-week T-Bills

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. Government and issued with maturities of ten years and longer by the U.S. Department of the Treasury. The Treasury stopped issuing Treasury Bonds in August 2001.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. Government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 5-year and 10-year Treasury Notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Uniform Net Capital Rule. SEC regulation 15C3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

Unrealized Gains (Losses). The difference between the market value of an investment and its book value. Gains/losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See also "Realized Gains (Losses)."

Variable-Rate Security. A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually or annually). See also "Floating Rate Note."

Weighted Average Maturity (or just "Average Maturity"). The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

Weighted Average Maturity to Call. The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

Yield Curve. A graphic depiction of yields on like securities in relation to remaining maturities spread over a time line. The traditional yield curve depicts yields on U.S. Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term investments have higher yields, or "inverted" (uncommon) where longer-term investments have lower yields than shorter ones.

Yield to Call (YTC). Same as "Yield to Maturity," except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security's yield to maturity.

Yield to Maturity (YTM). Calculated return on an investment, assuming all cash flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

Yield. There are numerous methods of yield determination. In this glossary, see also "Current Yield," "Yield Curve," "Yield to Call" and "Yield to Maturity."

Attachment B
Investment Pool/Fund Questionnaire

1. A description of eligible investment securities, and a written statement of investment policy and objectives.
2. A description of interest calculations and how it is distributed, and how gains and losses are treated.
3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
5. A schedule for receiving statements and portfolio listings.
6. Are reserves, retained earnings, etc. utilized by the pool/fund?
7. A fee schedule, and when and how is it assessed.
8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

**MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS**

August 4, 2021

7:00 p.m.

Commission Chambers

Present were: Mayor Bill Partington, Commissioners Dwight Selby, Troy Kent, Susan Persis, and Rob Littleton, City Manager Joyce Shanahan, Assistant City Manager Claire Whitley, City Attorney Randy Hayes, and Acting City Clerk Scott McKee.

A G E N D A

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ~~PRESENTATIONS AND PROCLAMATIONS~~

~~A. Ned Huhta~~

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

6. APPROVAL OF MINUTES

- A. The minutes from the July 13, 2021 Special City Commission meeting and the July 20, 2021 City Commission meeting will be available for approval at the August 17, 2021 City Commission meeting.

7. CONSENT AGENDA

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items.

- A. **RESOLUTION NO. 2021-118:** A RESOLUTION ACKNOWLEDGING THE RECEIPT OF THE 2021 ORMOND CROSSINGS ANNUAL REPORT DATED JUNE 2021; AND SETTING FORTH AN EFFECTIVE DATE

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- B. **RESOLUTION NO. 2021-119:** A RESOLUTION AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED IN FAVOR OF KEVIN AND MARCIA KROLL RELEASING A FIVE-FOOT (5.0') PORTION OF A TEN-FOOT (10.0') STORM DRAINAGE, UTILITY AND MAINTENANCE EASEMENT LOCATED ALONG THE EAST REAR YARD PROPERTY LINE OF LOT 10, TUSCANY SUBDIVISION, (29 APIAN WAY); PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- C. **RESOLUTION NO. 2021-120:** A RESOLUTION ACCEPTING THE BID OF SABOUNGI CONSTRUCTION, INC. REGARDING CONSTRUCTION SERVICES FOR THE SOUTH ORMOND NEIGHBORHOOD CENTER GYMNASIUM PROJECT, UNDER BID NO. 2021-16; REJECTING ALL OTHER BIDS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

- D. **RESOLUTION NO. 2021-121:** A RESOLUTION ACCEPTING A BID FROM MASCI GENERAL CONTRACTOR, INC. FOR CONSTRUCTION SERVICES REGARDING THE 2021 ROADWAY REPAVING PROJECT, UNDER BID NO. 2021-21; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

- E. **RESOLUTION NO. 2021-122:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN ASSIGNMENT AND AMENDMENT TO AGREEMENT FOR ELEVATOR SERVICES FOR THE LIMITED PURPOSE OF ACKNOWLEDGING A CHANGE IN THE CORPORATE ENTITY PROVIDING ELEVATOR INSPECTIONS AND REPAIR SERVICES FROM PREMIER ELEVATOR CO., INC. TO ORACLE ELEVATOR HOLDCO, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Robert Carolin, Leisure Services Director (386-676-3279)

- F. **RESOLUTION NO. 2021-123:** A RESOLUTION AUTHORIZING A COST OF LIVING INCREASE BASED ON THE CONSUMER PRICE INDEX PURSUANT TO THE AMENDMENT AND RESTATEMENT OF AGREEMENT FOR FIELD MAINTENANCE SERVICES BETWEEN THE CITY OF ORMOND BEACH AND AUSTIN OUTDOOR, LLC D/B/A YELLOWSTONE LANDSCAPE, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Robert Carolin, Leisure Services Director (386-676-3279)

- G. **RESOLUTION NO. 2021-124:** A RESOLUTION AUTHORIZING A COST OF LIVING INCREASE BASED ON THE CONSUMER PRICE INDEX PURSUANT TO THE GROUNDS MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND AUSTIN OUTDOOR, LLC D/B/A YELLOWSTONE LANDSCAPE, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Robert Carolin, Leisure Services Director (386-676-3279)

- H. **C&D Franchise Renewal for Samsula Landfill, Inc.**

Staff Contact: Kevin Gray, Deputy Public Works Director (386-676-3577)

Disposition: Approve as recommended in the City Manager memorandum dated August 4, 2021.

- I. **Intent to Bid the Purchase of Calcium Hypochlorite for the Water Reclamation Facility**

Staff Contact: Tim Heyrend, Utilities Manager (386-676-3305)

Disposition: Approve as recommended in the City Manager memorandum dated August 4, 2021.

- J. **Intent to Bid Water and Wastewater Chemical Purchases 2021**

Staff Contact: Tim Heyrend, Utilities Manager (386-676-3305)

Disposition: Approve as recommended in the City Manager memorandum dated August 4, 2021.

K. Capital Improvement Plan FY 2021-22 to FY 2025-26

Staff Contact: Kelly McGuire, Finance Director (386-676-3226)

Disposition: Approve as recommended in the City Manager memorandum dated August 4, 2021.

L. Volusia League of Cities 2021 Distinguished Service Awards

Staff Contact: Joyce Shanahan, City Manager (386-676-3200)

Disposition: Approve as recommended in the City Manager memorandum dated August 4, 2021.

M. City Manager Status Report - August 2021

Staff Contact: Joyce Shanahan, City Manager (386-676-3200)

Disposition: Approve as recommended in the City Manager memorandum dated August 4, 2021.

8. PUBLIC HEARINGS

- A. ORDINANCE NO. 2021-20:** AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS AND CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, OF THE LAND DEVELOPMENT CODE TO ADD DEFINITIONS AND ACCESSORY USE STANDARDS TO ALLOW MOBILE FOOD DISPENSING VEHICLES (FOOD TRUCKS) UNDER CERTAIN CONDITIONS AND WITHIN CERTAIN ZONING DISTRICTS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- B. ORDINANCE NO. 2021-22:** AN ORDINANCE AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE VI, ARCHITECTURAL DESIGN STANDARDS, SECTION 3-70, SPECIAL STRUCTURE PROVISIONS, OF THE LAND DEVELOPMENT CODE TO AMEND THE REQUIREMENTS FOR MOTOR VEHICLE SERVICE STATION CANOPIES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- C. ORDINANCE NO. 2021-25:** AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; AND CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE II, ENVIRONMENTAL PROTECTION STANDARDS, OF THE CITY OF ORMOND BEACH, LAND DEVELOPMENT CODE, BY AMENDING THE FLOODPLAIN MANAGEMENT AND PROTECTION REGULATIONS; AND REPEALING ALL INCONSISTENT ORDINANCES OR PARTS

THEREOF; PROVIDING FOR APPLICABILITY; SEVERABILITY; AND AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- D. **ORDINANCE NO. 2021-26:** AN ORDINANCE AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, SECTION 3-61, UTILITY LINE EXTENSIONS, OF THE LAND DEVELOPMENT CODE TO REQUIRE WATER AND SEWER LINES BE EXTENDED ACROSS THE SITE FRONTAGE FOR NEW DEVELOPMENT WHERE UTILITY EXTENSIONS ARE REQUIRED; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- E. **ORDINANCE NO. 2021-27:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-70, DOWNTOWN OVERLAY DISTRICT, OF THE LAND DEVELOPMENT CODE TO UPDATE THE SECTION CONSISTENT WITH THE 2019 DOWNTOWN MASTER PLAN UPDATE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- F. **ORDINANCE NO. 2021-28:** AN ORDINANCE AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, SECTION 3-55, BICYCLE AND PEDESTRIAN WAYS, OF THE LAND DEVELOPMENT CODE TO ALLOW PAYMENT IN LIEU OF CONSTRUCTING SIDEWALKS UNDER CERTAIN CONDITIONS AND REQUIRING SIDEWALKS ON BOTH SIDES OF THE STREET IN NEW SUBDIVISIONS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- G. **ORDINANCE NO. 2021-29:** AN ORDINANCE AMENDING SECTION 8-3, LOCAL AMENDMENTS TO BUILDING CODE, OF ARTICLE 1, IN GENERAL, OF CHAPTER 8, BUILDING AND CONSTRUCTION REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH TO AMEND THE SCHEDULE OF PERMIT FEES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- H. **ORDINANCE NO. 2021-30:** AN ORDINANCE AMENDING SECTION 8-10, APPLICATION PROCESSING FEES, OF ARTICLE 1, IN GENERAL, OF CHAPTER 8, BUILDING AND CONSTRUCTION REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH TO AMEND APPLICATION PROCESSING FEES; REPEALING ALL

INCONSISTENT ORDINANCES OR PARTS THEREOF; AND
SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

9. SECOND READING OF ORDINANCES

- A. **ORDINANCE NO. 2021-24:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "ORMOND GATEWAY" SUBDIVISION, A COMMERCIAL THREE (3) LOT SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

10. RESOLUTIONS

- A. **RESOLUTION NO. 2021-125:** A RESOLUTION APPROVING A CORRECTIVE LEGAL DESCRIPTION TO THE SPECIAL EXCEPTION DEVELOPMENT ORDER PERTAINING TO THE ORMOND MEMORIAL ART MUSEUM & GARDENS PROJECT LOCATED AT 78 EAST GRANADA BOULEVARD; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

11. REPORTS, SUGGESTIONS, REQUESTS

12. ADJOURNMENT

Item #1 – Meeting Call to Order

Mayor Partington called the meeting to order at 7:00 p.m.

Mayor Partington explained that Commissioner Selby and Commissioner Persis would be attending the meeting virtually due to a health or medical issue. He explained the Florida Attorney General had issued several legal opinions that a member of a local board or commission may be allowed to participate in a public meeting through electronic means in extraordinary circumstances when a quorum of the commission is otherwise physically present at the meeting.

Item #2 – Invocation

Father Roy Allison, St. James Episcopal Church, gave the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4A – Presentations and Proclamations

Item #5 – Audience Remarks

Ms. Linda Williams, 131 Bosarvey Drive, discussed citizen awareness and participation. She asked for a public meeting to discuss the future of the property located at 56 North Beach Street and parking in the downtown.

Item #6 – Approval of Minutes

Mayor Partington noted the minutes from the July 13, 2021, Special City Commission meeting and the July 20, 2021, City Commission meeting would be available for approval at the August 17, 2021, City Commission meeting.

Item #7 – Consent Agenda

Mayor Partington advised the actions proposed for the items on the Consent Agenda were so stated on the agenda. He asked if any member of the Commission had questions or wished to discuss any items separately.

Commissioner Selby requested to pull Item 7K.

Commissioner Kent moved, seconded by Commissioner Littleton, for approval of the consent agenda, absent Item 7K.

Call Vote:	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
Carried.	Mayor Partington	Yes

Item #7K – Capital Improvement Plan FY 2021-22 to FY 2025-26

Commissioner Kent moved, seconded by Commissioner Persis, for approval of Item 7K.

Commissioner Selby noted the Downtown Water Taxi included in the Community Redevelopment Agency (CRA) fund had been redefined as alternative transportation in the downtown. He stated it was his understanding that the item was to be postponed from the upcoming fiscal year to the following fiscal year.

Ms. Kelly McGuire, Finance Director, noted discussion had ensued on postponing the item, but the final consensus was that it would stay in the upcoming fiscal year. She explained staff would look into other transportation options and bring them back before the Commission.

Commissioner Selby inquired if the funds allocated were to physically design something; whereby, Ms. McGuire stated staff’s intention was to bring ideas back to the Commission, noting that based on feedback a broader study may be needed.

Mayor Partington suggested working with Ormond MainStreet to come up with ideas for transportation in the downtown. He continued to discuss possible options, including an electric vehicle to shuttle or partnering with Votran.

Ms. Joyce Shanahan, City Manager, stated the allocated funds acted as a place holder. She explained any items that would cost over \$25,000 would be brought before the Commission for approval.

Commissioner Selby inquired where the projects were located within the Capital Improvement Plan (CIP) that were funded by the \$4,900,000 from the American Rescue Plan Act (ARPA); whereby, Ms. McGuire noted the projects were found in various pages throughout the report. She stated the ARPA funds were referenced in a summary on page 18 of the report, and noted that a majority of those projects were water and sewer projects.

Commissioner Selby questioned if the city had received all of the ARPA funds; whereby, Ms. McGuire stated the city had received half of the funds up front.

Commissioner Selby stated he would be voting “no” on the item. He explained that during the previous CIP and Draft Budget Workshop he was not in favor of the ARPA funds being spent on the proposed projects. He noted he still did not believe the projects were the best use of the funds, and felt the funds would be better spent on the reuse water projects discussed at the budget workshop. He discussed reuse water in further detail and how other cities handled their reuse water.

Commissioner Littleton noted he agreed with Commissioner Selby’s comments and stated he would be voting against the item.

Call Vote:	Commissioner Kent	Yes
	Commissioner Persis	No
	Commissioner Littleton	No
	Commissioner Selby	No
Failed.	Mayor Partington	Yes

Ms. Shanahan asked for direction on changes to the CIP in order to bring the budget back for approval in September.

Commissioner Selby moved, seconded by Commissioner Littleton, for approval of Item 7K, amended to include that the \$4,900,000 ARPA funds be specifically designated for water quality projects, beginning with reuse water, and getting the city's reclaimed water down to zero gallons going into the Halifax River.

Commissioner Littleton asked Ms. McGuire what she specifically needed from the Commission; whereby, Ms. McGuire stated that if the funds were being moved to new projects, she would need direction on the water and sewer rates that were previously discussed at the CIP and Draft Budget Workshop.

Mayor Partington inquired what the new rate would be if the funds were moved; whereby, Ms. McGuire stated that if the ARPA funds would not be used on the proposed projects, the rates would need to go up an additional 1.7 percent, on top of the 1.8 percent that was needed, bringing the total to 3.5 percent.

Mayor Partington stated he felt the Commission needed to spend the funds in a way that benefited all of the Ormond Beach residents, and questioned how the Commission could do so.

Commissioner Kent stated he agreed with Mayor Partington and was in favor of the original proposed plan from staff.

Mayor Partington discussed the reuse water that went into the Halifax River, noting the cleanliness of the water and the benefits it had on the quality of the river. He indicated that he would like to get to zero waste in the future.

Commissioner Kent mentioned the sewer rate increase, noting he felt the rate was a monthly tax on citizens and did not feel it was the appropriate time for a larger increase. He stated he would not be in favor of a change to the item.

Mayor Partington discussed other cities that were using the ARPA funds for special projects involving Commission priorities that may not benefit all citizens. He stated he felt staff's option would be the most beneficial for all tax-paying residents.

Ms. Shanahan noted Senate Bill 64 had been passed, which required the city to have an outline of a plan by November 2021 for zero discharge into the Halifax River by 2032. She stated her concern was the time constraints associated with the ARPA funds.

Commissioner Littleton stated he wanted to use the funds on a project that would help the environment and have a generational impact.

Commissioner Persis inquired if a compromise could be made to have a reduction in reuse water going into the river and still include staff's proposed projects, in order to benefit as many citizens as possible. Commissioner Persis stated she did not realize the amendment would change what was discussed at the previous budget workshop.

Ms. McGuire stated staff understood there was significant interest from the Commission to move forward with water and sewer projects. She noted there were currently no specific plans for those projects, but stated there were proposed plans in place for the \$4,900,000 ARPA funds. She stated with the proposed water and sewer rate increases, staff could potentially create a plan and design for next fiscal year. She proceeded to discuss the concern for the ARPA fund deadlines.

Commissioner Kent noted that Commissioner Persis had expressed she did not intend for the amendment to change so much, and indicated that she or any of the Commissioners could change their vote.

Mayor Partington stated staff's proposed plan was a good compromise even if it was not an immediate plan for the new projects suggested.

Commissioner Selby noted the reuse water was non-potable and advised that while it may be clean, it was not drinkable. He stated his concern with the ARPA funds, noting that the funds would be used on normal repairs and maintenance to the water and wastewater systems. He continued to state that he felt the only benefit to the citizens

would be a lower water and sewer rate than the following fiscal year. He agreed with Commissioner Littleton in wanting a project to be generational. He continued to discuss other projects, such as septic to sewer and water quality. He noted all citizens would benefit from improving the environment with zero reclaimed water. He stated he would approve the remainder of the CIP, but wanted the amendment passed. Commissioner Selby noted if that meant the water and sewer usage fee were going to be increased and needed to be included in the amendment, he would be supportive of that.

Commissioner Persis stated she would like to change her vote and noted she was fine with staff’s original proposal.

Mr. Randy Hayes, City Attorney, clarified the current vote would be on the amendment to Item 7K.

Call Vote:	Commissioner Persis	No
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	No
Failed.	Mayor Partington	No

Commissioner Kent moved, seconded by Commissioner Persis, for approval of Item 7K.

Mayor Partington asked Acting City Clerk Scott McKee to re-call the vote on Item 7K.

Call Vote:	Commissioner Littleton	No
	Commissioner Selby	No
	Commissioner Kent	Yes
	Commissioner Persis	Yes
Carried.	Mayor Partington	Yes

Comments on the Consent Agenda

Commissioner Kent commented on Item 7C, which approved a bid from Saboungi Construction, Inc. for the South Ormond Neighborhood Center (SONC) gymnasium project. He stated he was pleased that SONC would be receiving the improvement. He recognized former Commissioner Rick Boehm in attendance.

Item #8 – Public Hearings

Mayor Partington opened the public hearings.

Item #8A – LDC Amendment – Mobile Food Dispensing Vehicles (Food Trucks)

Acting City Clerk Scott McKee read by title only:

ORDINANCE NO. 2021-20
AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS AND CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, OF THE LAND DEVELOPMENT CODE TO ADD DEFINITIONS AND ACCESSORY USE STANDARDS TO ALLOW MOBILE FOOD DISPENSING VEHICLES (FOOD TRUCKS) UNDER CERTAIN CONDITIONS AND WITHIN CERTAIN ZONING DISTRICTS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Selby moved, seconded by Commissioner Littleton, for approval of Ordinance No. 2021-20, on second reading, as read by title only.

Call Vote:	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
Carried.	Mayor Partington	Yes

Item #8B – LDC Amendment – Gas Canopies

Acting City Clerk Scott McKee read by title only:

ORDINANCE NO. 2021-22
AN ORDINANCE AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE VI, ARCHITECTURAL DESIGN STANDARDS, SECTION 3-70, SPECIAL STRUCTURE PROVISIONS, OF THE LAND DEVELOPMENT CODE TO AMEND THE REQUIREMENTS FOR MOTOR VEHICLE SERVICE STATION CANOPIES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.
(SECOND READING)

Commissioner Littleton moved, seconded by Commissioner Persis, for approval of Ordinance No. 2021-22, on second reading, as read by title only.

Call Vote:	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
Carried.	Mayor Partington	Yes

Item #8C – LDC Amendment – Floodplain Management

Acting City Clerk Scott McKee read by title only:

ORDINANCE NO. 2021-25
AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; AND CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE II, ENVIRONMENTAL PROTECTION STANDARDS, OF THE CITY OF ORMOND BEACH, LAND DEVELOPMENT CODE, BY AMENDING THE FLOODPLAIN MANAGEMENT AND PROTECTION REGULATIONS; AND REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR APPLICABILITY; SEVERABILITY; AND AN EFFECTIVE DATE.

Mr. Steven Spraker, Planning Director, reviewed a PowerPoint presentation that explained the ordinance was a required amendment to maintain participation in the Community Rating System (CRS). He stated the language was updated in regards to accessory structures and elevation requirements, and was consistent with floodplain standards of the CRS and the Florida Building Code. He explained the amendment had been reviewed by the Florida Department of Emergency Management. He noted the Planning Board recommended approval (7-0) and staff also recommended approval.

Commissioner Kent moved, seconded by Commissioner Littleton, for approval of Ordinance No. 2021-25, on first reading, as read by title only.

Call Vote:	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
Carried.	Mayor Partington	Yes

Item #8D – LDC Amendment – Utility Line Extension

Acting City Clerk Scott McKee read by title only:

ORDINANCE NO. 2021-26
AN ORDINANCE AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, SECTION 3-61, UTILITY LINE EXTENSIONS, OF THE LAND DEVELOPMENT CODE TO REQUIRE WATER AND SEWER LINES BE EXTENDED ACROSS THE SITE FRONTAGE FOR NEW DEVELOPMENT WHERE UTILITY EXTENSIONS ARE REQUIRED; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF;

PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker stated the item was a Land Development Code (LDC) amendment to incorporate a policy that was already in place. He mentioned the amendment would require water and sewer lines to be extended across the site frontage for new developments. He noted the Planning Board recommended approval (7-0) and staff also recommended approval.

Mr. Dwight Durant, 300 Interchange Boulevard, noted his understanding was that as an ordinance individuals would not have any flexibility, as they currently did while this item was a policy. He discussed his concern of multi-phase developments and the definition of property. He requested to have the verbiage amended to include: *“as defined by the site plan or phase length”*.

Mr. Spraker discussed Mr. Durant’s concerns and noted the intent was not to require phased plans to extend the full property length. He stated staff had composed wording for an amended verbiage to include: *“except for property that is subject to a master utility plan that has been approved by the city.”* He stated every Site Plan Review Committee decision was appealable to the City Commission.

Mayor Partington inquired the reason for the amendment, whereby, Mr. Spraker clarified this item was already enforced as a policy, but the Utility Department had requested to make it an ordinance so that it would have the effect of law.

Mr. Spraker stated the language, plus the amended verbiage, would address Mr. Durant’s concerns. He proceeded to note Mr. Durant’s concern was future interpretation of the ordinance if Mr. Spraker were to leave the city.

Commissioner Selby questioned what problem was being fixed by making the policy an ordinance; whereby, Mr. Spraker stated the ordinance would make things much clearer to the engineer, developer, and city staff versus it being a policy. Mr. Spraker stated other jurisdictions had the same language and noted if there were any disagreements the applicant could appeal the decision.

Commissioner Selby inquired if the policy had any issues currently; whereby, Mr. Spraker stated the policy was subject to interpretation and noted the amendment was seeking to have an equitable expansion of utilities.

Commissioner Selby moved, seconded by Commissioner Kent, for approval of Ordinance No. 2021-26, amended to include staff’s suggested language: *“except for property that is subject to a master utility plan that has been approved by the city”*, on first reading, as read by title only.

Call Vote:	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
Carried.	Mayor Partington	Yes

Item #8E – LDC Amendment – Downtown Overlay District

Acting City Clerk Scott McKee read by title only:

ORDINANCE NO. 2021-27
AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-70, DOWNTOWN OVERLAY DISTRICT, OF THE LAND DEVELOPMENT CODE TO UPDATE THE SECTION CONSISTENT WITH THE 2019 DOWNTOWN MASTER PLAN UPDATE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker displayed a PowerPoint presentation that explained the item was an LDC amendment sought to amend the Downtown Overlay District, in order to be consistent with the 2019 Downtown Master Plan. He noted the master plan changed the name of the three districts and the amendment would make the language consistent with the city’s LDC. He noted the other amendments to the LDC were to include an amendment

that was passed in years prior, to include the separation of an existing subsection, and to create subsections. He stated the Planning Board recommended approval (7-0) and staff also recommended approval.

Commissioner Kent moved, seconded by Commissioner Persis, for approval of Ordinance No. 2021-27, on first reading, as read by title only.

Call Vote:	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
Carried.	Mayor Partington	Yes

Item #8F – LDC Amendment – Sidewalks

Acting City Clerk Scott McKee read by title only:

ORDINANCE NO. 2021-28
AN ORDINANCE AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, SECTION 3-55, BICYCLE AND PEDESTRIAN WAYS, OF THE LAND DEVELOPMENT CODE TO ALLOW PAYMENT IN LIEU OF CONSTRUCTING SIDEWALKS UNDER CERTAIN CONDITIONS AND REQUIRING SIDEWALKS ON BOTH SIDES OF THE STREET IN NEW SUBDIVISIONS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker stated the ordinance sought to amend how the city treated sidewalks. He discussed the two aspects to the item: the first was to allow payment in lieu of constructing a sidewalk under certain conditions, and the second was to require sidewalks on both sides of the street in new subdivisions. He noted there were questions in regards to the payment option and stated that there were unique situations, such as a master plan for sidewalks in the area or drainage issues. He stated the payment received would go towards a grant or a sidewalk fund for the city. He noted the Planning Board recommended approval (6-1) and staff also recommended approval.

Commissioner Littleton inquired if a sidewalk would be needed on both sides of the street if a home was built on one side of the street; whereby, Mr. Spraker noted that unless there were extenuating circumstances, such as drainage, there would need to be sidewalks on both sides.

Commissioner Selby moved, seconded by Commissioner Persis, for approval of Ordinance No. 2021-28, on first reading, as read by title only.

Call Vote:	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
Carried.	Mayor Partington	Yes

Item #8G – Code of Ordinance Amendment – Building Fee Schedule

Acting City Clerk Scott McKee read by title only:

ORDINANCE NO. 2021-29
AN ORDINANCE AMENDING SECTION 8-3, LOCAL AMENDMENTS TO BUILDING CODE, OF ARTICLE 1, IN GENERAL, OF CHAPTER 8, BUILDING AND CONSTRUCTION REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH TO AMEND THE SCHEDULE OF PERMIT FEES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker provided a PowerPoint presentation and noted the item was a request to amend the Code of Ordinances. He stated the item would amend the schedule of Building and Permit fees, and noted the last major amendment had been in 2008. He discussed the public outreach that was completed in order to notify the public of the

amendment. He indicated the fees were determined by three aspects: administrative, permit review, and inspection. He noted staff recommended approval.

Commissioner Persis inquired the last time that the permit fees had been raised; whereby, Mr. Spraker stated they were last raised in 2008.

Commissioner Kent moved, seconded by Commissioner Persis, for approval of Ordinance No. 2021-29, on first reading, as read by title only.

Call Vote:	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
Carried.	Mayor Partington	Yes

Item #8H – Code of Ordinance Amendment – Planning Fee Schedule

Acting City Clerk Scott McKee read by title only:

ORDINANCE NO. 2021-30
AN ORDINANCE AMENDING SECTION 8-10, APPLICATION PROCESSING FEES, OF ARTICLE 1, IN GENERAL, OF CHAPTER 8, BUILDING AND CONSTRUCTION REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH TO AMEND APPLICATION PROCESSING FEES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Spraker stated the application processing fee schedule was updated frequently, and noted the main changes added were advertising fees, non-Florida Building Code accessory improvements, and amended fees for administrative variances. He noted staff recommended approval.

Commissioner Persis moved, seconded by Commissioner Littleton, for approval of Ordinance No. 2021-30, on first reading, as read by title only.

Call Vote:	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
Carried.	Mayor Partington	Yes

Mayor Partington closed the public hearings.

Item #9 – Second Reading of Ordinances

Item #9A – Ormond Gateway, Final Plat

Acting City Clerk Scott McKee read by title only:

ORDINANCE NO. 2021-24
AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “ORMOND GATEWAY” SUBDIVISION, A COMMERCIAL THREE (3) LOT SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.
(SECOND READING)

Commissioner Persis moved, seconded by Commissioner Littleton, for approval of Ordinance No. 2021-24, on second reading, as read by title only.

Call Vote:	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
Carried.	Mayor Partington	Yes

Item #10 - Resolutions

Item #10A – Corrective Legal Description for Ormond Memorial Art Museum & Garden, Resolution 2020-137

Acting City Clerk Scott McKee read by title only:

RESOLUTION NO. 2021-125
A RESOLUTION APPROVING A CORRECTIVE LEGAL DESCRIPTION TO THE SPECIAL EXCEPTION DEVELOPMENT ORDER PERTAINING TO THE ORMOND MEMORIAL ART MUSEUM & GARDENS PROJECT LOCATED AT 78 EAST GRANADA BOULEVARD; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Persis moved, seconded by Commissioner Littleton, for approval of Resolution No. 2021-125, as read by title only.

Call Vote:	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
Carried.	Mayor Partington	Yes

Item #11 – Reports, Suggestions, Requests

Upcoming Meetings

Ms. Shanahan requested the Commission hold a workshop on August 24, 2021, or August 25, 2021, regarding transportation issues. She noted HDR Engineering stated they would not be ready with their findings until September.

All members of the Commission approved of holding the workshop on Tuesday, August 24, 2021, at 5:30 p.m.

Compliments and Thanks

Commissioner Kent complimented and thanked Mr. Scott McKee for stepping in as Acting City Clerk at the meeting.

Commissioner Kent complimented Mr. Travis Sargent on his interest in the city and his ethics.

Commissioner Kent and Commissioner Persis complimented former IT Director, Mr. Ned Huhta, and wished him well in his retirement.

Commissioner Persis complimented and welcomed new IT Director, Mr. Aaron Irwin.

Mayor Partington complimented staff on being customer service oriented.

Mayor Partington thanked Commissioner Persis and Commissioner Selby for attending the meeting virtually.

COVID-19

Commissioner Persis stated though she was vaccinated, she was attending virtually due to testing positive for COVID-19. She encouraged citizens to wear a mask when out in crowded areas and to get vaccinated.

Events

Commissioner Persis complimented a promotional ceremony she attended for two Ormond Beach Police Department officers.

Commissioner Littleton noted he attended the American City County Exchange Conference. He thanked the Commission and citizens for the approval of the travel. He stated local issues were discussed, as well as customer service focused government. He stated he believed the city was customer service focused, and noted he was proud of staff and Ms. Shanahan.

Mayor Partington stated he had attended National Night Out, noting there was social distancing in place and many were wearing masks. He stated vendors and attendees enjoyed the event. He thanked staff and the Ormond Beach Police Department for hosting the event.

Mayor Partington noted he had met with Ms. Jennifer Leonard, Director of Marketing and Events, with Burntwood Tavern. He mentioned her company planned to be involved in the community, and stated he was happy to welcome them to Ormond Beach.

Item #12 – Adjournment

The meeting was adjourned at 8:11 p.m.

APPROVED: September 8, 2021

BY: _____
Bill Partington, Mayor

ATTEST:

Wendy Hontz,
Acting City Clerk

MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS

August 17, 2021	7:00 p.m.	Commission Chambers
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Present were: Mayor Bill Partington, Commissioners Dwight Selby, Troy Kent, Susan Persis, and Rob Littleton, City Manager Joyce Shanahan, Assistant City Manager Claire Whitley, City Attorney Randy Hayes, and Acting City Clerk Wendy Hontz.

A G E N D A

1.

CALL TO ORDER
2.

INVOCATION
3.

PLEDGE OF ALLEGIANCE
4.

PRESENTATIONS AND PROCLAMATIONS

A.

Ned Huhta

B.

Halifax Health - Dr. Steve Miles
5.

AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA
6.

APPROVAL OF MINUTES

A.

Minutes from City Commission meeting – July 13, 2021

B.

Minutes from City Commission meeting – July 20, 2021
7.

CONSENT AGENDA

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items.

A.

RESOLUTION NO. 2021-126: A RESOLUTION RATIFYING AND AFFIRMING AN EMERGENCY PROCUREMENT FROM J.D. WEBER CONSTRUCTION FOR SEWER REPAIRS AT THE INTERSECTION OF GRANADA BLVD. AND S. PERROTT DR.; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact:

Shawn Finley, Public Works Director (386-676-3292)

B.

Renewal of Yearly Vendor Purchase Agreements for Various Water and Wastewater Chemicals, Under Bid No. 2020-24

Staff Contact:

Tim Heyrend, Utilities Manager (386-676-3305)

Disposition:

Approve as recommended in the City Manager memorandum dated August 17, 2021.

C.

RESOLUTION NO. 2021-127: A RESOLUTION AUTHORIZING A COST INCREASE TO CARUS, LLC REGARDING THE PROVISION OF CORROSION INHIBITOR UNDER ITB 2020-24; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact:

Tim Heyrend, Utilities Manager (386-676-3305)

City Commission Meeting

August 17, 2021

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- D. **RESOLUTION NO. 2021-128:** A RESOLUTION AUTHORIZING A COST INCREASE TO AMAYA SOLUTIONS, INC. D/B/A AMERICAN WATER CHEMICALS, INC. REGARDING THE PROVISION OF SCALE INHIBITOR UNDER ITB 2020-24; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Tim Heyrend, Utilities Manager (386-676-3305)*

- E. **RESOLUTION NO. 2021-129:** A RESOLUTION AUTHORIZING A COST INCREASE TO POLYDYNE, INC. REGARDING THE PROVISION OF SOLID ANIONIC POLYMER AND DEWATERING POLYMER UNDER ITB 2020-24; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Tim Heyrend, Utilities Manager (386-676-3305)*

- F. **RESOLUTION NO. 2021-130:** A RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY AND KOMN HANGAR INVESTORS, LLC, FOR THE LEASING OF CERTAIN CITY-OWNED REAL PROPERTY; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Brian Rademacher, Economic Development Director (386-676-3266)*

- G. **RESOLUTION NO. 2021-131:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF EMERGENCY COMMUNICATIONS EQUIPMENT UNDER COUNTY OF VOLUSIA BID NUMBER 19-P-153JRD; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Richard Sievers, Fire Chief (386-676-3333)*

- H. **RESOLUTION NO. 2021-132:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF VARIOUS ACCESSORIES FROM COMMUNICATIONS INTERNATIONAL, INC. FOR THE CITY'S NEW EMERGENCY RADIOS; AUTHORIZING THE EXECUTION OF A PURCHASE AUTHORIZATION; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Richard Sievers, Fire Chief (386-676-3333)*

- I. **RESOLUTION NO. 2021-133:** A RESOLUTION ACCEPTING THE PROPOSAL OF PLAYPOWER LT FARMINGTON, INC. REGARDING THE INSTALLATION OF A NEW PLAYGROUND IN CENTRAL PARK I; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Shawn Finley, Public Works Director (386-676-3292)*

- J. **RESOLUTION NO. 2021-134:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN AIRPORT RESCUE GRANT AGREEMENT BETWEEN THE CITY AND THE FEDERAL AVIATION ADMINISTRATION REGARDING FUNDING FOR COSTS RELATED TO MITIGATING THE SPREAD OF THE CORONAVIRUS AT THE ORMOND BEACH MUNICIPAL AIRPORT; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Brian Rademacher, Economic Development Director (386-676-3266)*

- K. **RESOLUTION NO. 2021-135:** A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY AND THE FEDERAL AVIATION ADMINISTRATION REGARDING FUNDING FOR CONSTRUCTION AND CONSTRUCTION ENGINEERING SERVICES FOR THE REHABILITATION OF TAXIWAYS BRAVO AND DELTA AT THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Brian Rademacher, Economic Development Director (386-676-3266)

- L. **RFP Legislative Services**

Staff Contact: Brian Rademacher, Economic Development Director (386-676-3266)

Disposition: Approve as recommended in the City Manager memorandum dated August 17, 2021.

- M. **Auto Renewal Contract - Interactive Voice Response System**

Staff Contact: Kelly McGuire, Finance Director (386-676-3226)

Disposition: Approve as recommended in the City Manager memorandum dated August 17, 2021.

- N. **Request for Proposals for Phase 2 Environmental Site Assessment and Debris Removal**

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

Disposition: Approve as recommended in the City Manager memorandum dated August 17, 2021.

- O. **Donation of Items from 56 North Beach Street**

Staff Contact: Shawn Finley, Public Works Director (386-676-3292)

Disposition: Approve as recommended in the City Manager memorandum dated August 17, 2021.

8. PUBLIC HEARINGS

- A. **ORDINANCE NO. 2021-25:** AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; AND CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE II, ENVIRONMENTAL PROTECTION STANDARDS, OF THE CITY OF ORMOND BEACH, LAND DEVELOPMENT CODE, BY AMENDING THE FLOODPLAIN MANAGEMENT AND PROTECTION REGULATIONS; AND REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR APPLICABILITY; SEVERABILITY; AND AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- B. **ORDINANCE NO. 2021-26:** AN ORDINANCE AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, SECTION 3-61, UTILITY LINE EXTENSIONS, OF THE LAND DEVELOPMENT CODE TO REQUIRE WATER AND SEWER LINES BE EXTENDED

ACROSS THE SITE FRONTAGE FOR NEW DEVELOPMENT WHERE UTILITY EXTENSIONS ARE REQUIRED; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- C. **ORDINANCE NO. 2021-27:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-70, DOWNTOWN OVERLAY DISTRICT, OF THE LAND DEVELOPMENT CODE TO UPDATE THE SECTION CONSISTENT WITH THE 2019 DOWNTOWN MASTER PLAN UPDATE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- D. **ORDINANCE NO. 2021-28:** AN ORDINANCE AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, SECTION 3-55, BICYCLE AND PEDESTRIAN WAYS, OF THE LAND DEVELOPMENT CODE TO ALLOW PAYMENT IN LIEU OF CONSTRUCTING SIDEWALKS UNDER CERTAIN CONDITIONS AND REQUIRING SIDEWALKS ON BOTH SIDES OF THE STREET IN NEW SUBDIVISIONS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- E. **ORDINANCE NO. 2021-29:** AN ORDINANCE AMENDING SECTION 8-3, LOCAL AMENDMENTS TO BUILDING CODE, OF ARTICLE 1, IN GENERAL, OF CHAPTER 8, BUILDING AND CONSTRUCTION REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH TO AMEND THE SCHEDULE OF PERMIT FEES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

- F. **ORDINANCE NO. 2021-30:** AN ORDINANCE AMENDING SECTION 8-10, APPLICATION PROCESSING FEES, OF ARTICLE 1, IN GENERAL, OF CHAPTER 8, BUILDING AND CONSTRUCTION REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH TO AMEND APPLICATION PROCESSING FEES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Steven Spraker, Planning Director (386-676-3341)

9. REPORTS, SUGGESTIONS, REQUESTS

10. ADJOURNMENT

Item #1 – Meeting Call to Order

Mayor Partington called the meeting to order at 7:02 p.m.

Mayor Partington explained that Commissioner Kent would be attending the meeting virtually due to a health or medical issue. He explained the Florida Attorney General had issued several legal opinions that a member of a local board or commission may be allowed to participate in a public meeting through electronic means in extraordinary circumstances, when a quorum of the Commission is otherwise physically present at the meeting.

Item #2 – Invocation

Pastor Kevin Mahoney, Rima Ridge Baptist Church, gave the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Presentations and ProclamationsItem #4A – Ned Huhta

Mayor Partington presented Mr. Ned Huhta with a proclamation in honor of his service as the former Information Technology Director for the City of Ormond Beach. He discussed Mr. Huhta's career and proclaimed August 17, 2021, as a day to recognize him for his achievements. He encouraged residents to join him in wishing Mr. Huhta the best in his well-deserved retirement and presented him with a key to the city.

Commissioner Kent complimented Mr. Huhta on his years of service and wished him the best on his future endeavors.

Item #4B – Halifax Health – Dr. Steve Miles

Mr. Rafael Ramirez, Marketing Development Specialist-Physician and Corporate Relations, Halifax Health, presented statistics regarding Halifax Health's COVID-19 patients, on behalf of Dr. Steven Miles, who was unable to attend the meeting. He stated a little over 80 percent of the hospitalized COVID-19-positive patients were not vaccinated. He proceeded to discuss the number of COVID-19-positive patients on ventilators and in the Intensive Care Unit (ICU). He discussed alternatives to the Emergency Room (ER), such as Urgent Care Centers.

Mayor Partington thanked Mr. Ramirez for the presentation. He reiterated Mr. Ramirez's suggestions that citizens should get the vaccine, if they so desired, and encouraged citizens to consider visiting the Urgent Care Centers instead of the ER, when the visit was for non-life-threatening injuries.

Item #5 – Audience Remarks

Mr. Bill Denny, 1027 North Halifax Drive, requested the Commission hold a series of public forums to allow for citizen input on Avalon Park. He mentioned that a workshop was previously proposed, but had yet to be held. He stated all Commissioners had publicly stated their concerns about Avalon Park and noted the concern for lack of public input.

Mr. Ike Leary, 1 South Beach Street, stated while out of town he had noticed the City of Sarasota had advertised local businesses on their downtown banners. He mentioned he felt it would be beneficial if Ormond Beach could do something similar to help promote small local businesses. He stated Cassen Park was doing great and citizens were happy.

Item #6 – Approval of Minutes

Mayor Partington advised the minutes of the July 13, 2021, and July 20, 2021, meetings had been sent to the Commission for review and were posted on the city's website for public viewing. He asked for any corrections, additions, or omissions. He stated that hearing no corrections, the minutes would stand approved as presented.

Commissioner Selby moved, seconded by Commissioner Littleton, for approval of the July 13, 2021, and July 20, 2021, City Commission meeting minutes.

The motion passed by voice vote.

Item #7 – Consent Agenda

Mayor Partington advised the actions proposed for the items on the Consent Agenda were so stated on the agenda. He asked if any member of the Commission had questions or wished to discuss any items separately.

Commissioner Selby requested to pull Item 7N.

Commissioner Persis moved, seconded by Commissioner Selby, for approval of the consent agenda, absent Item 7N.

Call Vote:	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
Carried.	Mayor Partington	Yes

Item #7N – RFP for Phase 2 Environmental Site Assessment & Debris Removal

Commissioner Persis moved, seconded by Commissioner Littleton, for approval of Item 7N.

Commissioner Selby discussed the location and state of the property, noting the environmental issues at the site. He stated it was a unanimous vote to approve the purchase of the property for \$285,000. He stated the purchase included a requirement for the seller to clean up the property and remove the environmental concerns, noting there was a \$65,000 escrow amount the seller would forfeit if the environmental concerns were not addressed. He mentioned his concern was that the environmental cleanup cost was more than then escrow amount. He discussed his disappointment in his vote for the original purchase, noting he felt the cost of the clean-up would end up at a much higher price point. He stated while the property was wetlands, it was a valuable asset to the city and to Central Park. He stated he was unhappy with the structure of the purchase transaction and noted he would vote “no” on the item.

Call Vote:	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	No
Carried.	Mayor Partington	Yes

Comments on the Consent Agenda

Commissioner Selby discussed his support of Item 7G, which authorized the purchase of emergency communication equipment; and Items 7J and 7K, which authorized Federal Aviation Administration (FAA) grant applications. He thanked staff for their hard work regarding the grant applications.

Commissioner Persis stated her support on Items 7G and 7H, which authorized the purchase of emergency communication equipment and accessories.

Commissioner Littleton thanked staff for their work on Item 7I, which accepted a proposal for a new playground at Central Park I.

Item #8 – Public Hearings

Mayor Partington opened the public hearings.

Item #8A – LDC Amendment – Floodplain Management

Acting City Clerk Wendy Hontz read by title only:

ORDINANCE NO. 2021-25

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; AND CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE II, ENVIRONMENTAL PROTECTION STANDARDS, OF THE CITY OF ORMOND BEACH, LAND DEVELOPMENT CODE, BY AMENDING THE FLOODPLAIN MANAGEMENT AND PROTECTION REGULATIONS; AND REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR APPLICABILITY; SEVERABILITY; AND AN EFFECTIVE DATE. **(SECOND READING)**

Ms. Donna Smith, 1066 Shockney Drive, discussed water run-off in the area, noting she felt septic to sewer conversion should be a priority for the city. She stated the area near her neighborhood was a nature preserve and the land was in danger due to septic tanks.

Commissioner Kent moved, seconded by Commissioner Persis, for approval of Ordinance No. 2021-25, on second reading, as read by title only.

Call Vote:	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
Carried.	Mayor Partington	Yes

Item #8B – LDC Amendment – Utility Line Extension

Acting City Clerk Wendy Hontz read by title only:

ORDINANCE NO. 2021-26
AN ORDINANCE AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, SECTION 3-61, UTILITY LINE EXTENSIONS, OF THE LAND DEVELOPMENT CODE TO REQUIRE WATER AND SEWER LINES BE EXTENDED ACROSS THE SITE FRONTAGE FOR NEW DEVELOPMENT WHERE UTILITY EXTENSIONS ARE REQUIRED; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Persis moved, seconded by Commissioner Littleton, for approval of Ordinance No. 2021-26, on second reading, as read by title only.

Commissioner Selby stated he reached out to Mr. Dwight Durant, who spoke at the August 4, 2021, meeting on the item; and noted Mr. Durant was pleased with the amended verbiage in the ordinance.

Mayor Partington thanked City Attorney Randy Hayes for the updated language.

Call Vote:	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
Carried.	Mayor Partington	Yes

Item #8C – LDC Amendment – Downtown Overlay District

Acting City Clerk Wendy Hontz read by title only:

ORDINANCE NO. 2021-27
AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE VI, OVERLAY DISTRICTS, SECTION 2-70, DOWNTOWN OVERLAY DISTRICT, OF THE LAND DEVELOPMENT CODE TO UPDATE THE SECTION CONSISTENT WITH THE 2019 DOWNTOWN MASTER PLAN UPDATE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Persis moved, seconded by Commissioner Selby, for approval of Ordinance No. 2021-27, on second reading, as read by title only.

Call Vote:	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
Carried.	Mayor Partington	Yes

Item #8D – LDC Amendment – Sidewalks

Acting City Clerk Wendy Hontz read by title only:

ORDINANCE NO. 2021-28
AN ORDINANCE AMENDING CHAPTER 3, PERFORMANCE STANDARDS, ARTICLE V, UTILITY AND INFRASTRUCTURE DESIGN STANDARDS, SECTION 3-55, BICYCLE AND PEDESTRIAN WAYS, OF THE LAND DEVELOPMENT CODE TO ALLOW PAYMENT IN LIEU OF CONSTRUCTING SIDEWALKS UNDER CERTAIN CONDITIONS AND REQUIRING SIDEWALKS ON BOTH SIDES OF THE STREET IN NEW SUBDIVISIONS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Selby moved, seconded by Commissioner Littleton, for approval of Ordinance No. 2021-28, on second reading, as read by title only.

Call Vote:	Commissioner Kent	Yes
	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
Carried.	Mayor Partington	Yes

Item #8E – Code of Ordinance Amendment – Building Fee Schedule

Acting City Clerk Wendy Hontz read by title only:

ORDINANCE NO. 2021-29
AN ORDINANCE AMENDING SECTION 8-3, LOCAL AMENDMENTS TO BUILDING CODE, OF ARTICLE 1, IN GENERAL, OF CHAPTER 8, BUILDING AND CONSTRUCTION REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH TO AMEND THE SCHEDULE OF PERMIT FEES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Littleton moved, seconded by Commissioner Persis, for approval of Ordinance No. 2021-29, on second reading, as read by title only.

Call Vote:	Commissioner Persis	Yes
	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
Carried.	Mayor Partington	Yes

Item #8F – Code of Ordinance Amendment – Planning Fee Schedule

Acting City Clerk Wendy Hontz read by title only:

ORDINANCE NO. 2021-30
AN ORDINANCE AMENDING SECTION 8-10, APPLICATION PROCESSING FEES, OF ARTICLE 1, IN GENERAL, OF CHAPTER 8, BUILDING AND CONSTRUCTION REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF ORMOND BEACH TO AMEND APPLICATION PROCESSING FEES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Littleton moved, seconded by Commissioner Persis, for approval of Ordinance No. 2021-30, on second reading, as read by title only.

Call Vote:	Commissioner Littleton	Yes
	Commissioner Selby	Yes
	Commissioner Kent	Yes
	Commissioner Persis	Yes
Carried.	Mayor Partington	Yes

Mayor Partington closed the public hearings.

Item #9 – Reports, Suggestions, Requests

Compliments and Thanks

Ms. Joyce Shanahan, City Manager, and Commissioner Persis welcomed Information Technology Director Aaron Irwin to the City of Ormond Beach.

Commissioner Kent thanked Ms. Shanahan, Mr. Hayes, and staff for the set-up of his virtual attendance.

Commissioner Persis complimented staff and Barth Associates for their work on the Parks and Recreation Master Plan Workshop.

Avalon Park

Ms. Shanahan discussed Avalon Park, noting HDR Engineering, Inc. had met with staff and was working on a report to present to the Commission in September to discuss the traffic impacts from the future development. She stated staff would discuss the utility service agreement at that time as well. She noted the city had limited ability to effectuate change in regards to Avalon Park. She stated the city planned to host a series of meetings to discuss safety, environmental, and transportation impacts.

Commissioner Selby discussed his concern on the property density and traffic impacts in regards to Avalon Park; whereby, Ms. Shanahan stated the city was very mindful of property density concerns and they would be taken into consideration.

Riverbend Golf Course

Commissioner Selby inquired if the five structures located on the Riverbend Golf Course property were being maintained and if they could be leased; whereby, Ms. Shanahan stated the bankruptcy proceeding prevented the city from utilizing the buildings, but noted the buildings had been maintained and the air conditioning was running.

Updates

Ms. Claire Whitley, Assistant City Manager, and Commissioner Persis discussed their excitement for the new Publix being constructed on East Granada Boulevard.

Commissioner Persis discussed her excitement for Burntwood Tavern, a new restaurant in the Trails Shopping Center.

Events and Announcements

Commissioner Kent regretted the fact that he would miss upcoming events.

Commissioner Selby discussed the upcoming Celtic Festival that would take place on September 11, 2021, 10:00 a.m. until 7:00 p.m. and September 12, 2021, 11:00 a.m. until 5:00 p.m. and noted there would be a 9/11 remembrance ceremony during the festival at 12:20 p.m. on Saturday, September 11, 2021.

Commissioner Selby announced he was a proud grandfather to his fifth grandchild, who was born that morning.

Mayor Partington mentioned the city would be hosting a memorial walk on Saturday, September 11, 2021, at 7:50 a.m.

Legislative Matters

Commissioner Selby discussed Florida State Representative Tom Leek, and Florida State Representative Paul Renner, and their future with legislation. He asked staff to add a discussion item to the September 8, 2021, agenda to discuss funding requests that the city could request from the State of Florida.

Mayor Partington stated he had personally met with Representative Leek, noting he agreed that now was the appropriate time to discuss the city's funding requests.

Item #10 – Adjournment

The meeting was adjourned at 8:04 p.m.

APPROVED: September 8, 2021

BY:

Bill Partington, Mayor

ATTEST:

Wendy Hontz,
Acting City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: September 8, 2021

Subject: 2021-22 Service Agreement for Ormond Beach MainStreet

Commission Goal: Community Development - Other

Introduction

This is a resolution seeking the approval of the fiscal year (FY) 2021-22 Service Agreement for Ormond Beach MainStreet ("MainStreet") in the amount of \$65,000, for the purpose of performing services that support business growth, encourage the use and development of an Arts District, promote the Ormond MainStreet District, and conduct special events to attract visitors to experience the downtown. MainStreet is seeking an increase of funding of \$5,000 this year.

Background

Each year MainStreet performs work pursuant to a contract with the City for services that are more appropriately done by a non-government organization. The contractual work includes marketing, promotions, the weekly Farmers Market, merchant support, and events designed to increase foot traffic into the downtown and bolster the City's reputation as a vital, interesting, and welcoming destination. Ormond Beach MainStreet continues to better the experience for visitors to the downtown district through events, partnerships with other organizations, supporting the city in capital projects, grant and mural reviews. As the COVID-19 pandemic occurred, MainStreet sought to serve downtown businesses through information gathering, communication and assistance for district businesses, and public outreach. MainStreet has provided a summary of activity which is attached as part of this agenda item.

The annual report states:

If there was a theme for Ormond Beach MainStreet and the Historic Ormond Beach Community Redevelopment Agency (CRA) district during 2020-21, it would certainly be resilience. In what has been an unprecedented and potentially perilous year, 20 new businesses opened, few businesses closed and the community redoubled its efforts to buy and eat local. Despite uncertainty, there has been an amazing willingness to

invest and reinvest in the district. Between July 2020 and July 2021, private investors spent nearly \$10 million dollars on everything from air conditioning maintenance to dream projects like the Ormond Memorial Art Museum, keeping the area spruced up and new things coming.

Discussion

The annual contract attached to this agenda item details the activities of MainStreet. Highlights of these activities include:

1. Leveraged partnerships and membership affiliations with Florida Main Street and Main Street America to provide up to date information on federal loans including Paycheck Protection Program (PPP), Economic Injury Disaster Loan (EIDL), Shuttered Venue Operators Grant (SVOG), Restaurant Revitalization Funds and the American Rescue Plan.
2. Placed advertisements and feature articles promoting Ormond businesses and activities in print media including Daytona Beach News-Journal, Ormond Observer, Hometown News, Palm Coast Observer, Evolve Magazine, Money Pages, Ormond Magazine, East Coast Current, InRoom Concierge and See Magazine.
3. Continued "Support Ormond Small Business" campaign with social media, radio, and print ads.
4. A Boaters Dining Weekend was created in October, 2020 to connect the local boating community to the new floating docks in Cassen Park and the many restaurants just a 5 minute walk away.
5. Taste of Ormond returned in late May after COVID restrictions had eased. As always, the event was a sellout, bringing 500 people together to sample the best that Ormond restaurants and food purveyors have to offer.
6. The Ormond Beach Farmers Market has been at the David Hood Plaza every Thursday since we were able to reopen in April 2020 - seeing approximately 200 customers each week - about 10,000 each year.
7. Worked with Planning Department on "aesthetic improvements" approved for the CRA in the current fiscal year budget, including completion and installation of district light pole banners and art wrapped signal box project.
8. Participation in Florida Main Street and National Main Street.
9. Achieved National Main Street Center accreditation for the 7th year in a row. Only 883 Main Street programs nationwide achieved accreditation this year.
10. Cassen Park Floating Dock - Winner of the Outstanding Florida Main Street Public Improvement Project for 2020. Award given by the Florida Secretary of State.

Budget Impact

The 2021-22 proposed budget includes \$60,000 from the Community Redevelopment Trust Fund for this service contract. This is the same amount since 2013-2014. The request from MainStreet is for an additional \$5,000 this year. The cover letter indicates that the costs of operation (including rental rates and insurance) have increased, as well

as general inflation. The additional \$5,000 would need to come from fund reserves of the Community Redevelopment Trust Fund. There are adequate fund reserves to accommodate the additional \$5,000, if the City Commission elects to fund the increase in payment.

Citizen Impact

The downtown plays an important and unique role in economic and social development. A critical mass of activities where commercial, cultural, and civic activities is concentrated contributes to a productive downtown. This concentration facilitates business, learning, and cultural exchange. Downtown Ormond Beach has the potential to be a center for business creativity, neighborhood engagement, non-profit entrepreneurs such as MainStreet's arts initiative, economic diversity, and an attraction for visitors, seniors, city residents, and young talent. MainStreet has been a key component in the success and revitalization of the Downtown area.

Recommendation

Staff recommends approval of the FY 2021-22 Service Agreement for Ormond MainStreet in the amount of \$65,000. The additional \$5,000 requested would come from Community Redevelopment Trust Fund reserves.

Attachments:

- 21-137 Ormond Maint St Svc Agr (P21-0109G) (PDF)
- Ormond Main St Service Agr (P21-0109G) (PDF)
- 07.26.2021, Letter of Transmittal (PDF)
- 2020-21 Activity Report (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 8/11/2021


Claire Whitley, Assistant City Manager 8/25/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 8/31/2021

RESOLUTION NO. 2021-137

A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF AN ANNUAL SERVICE AGREEMENT FOR ORMOND BEACH MAIN STREET BETWEEN THE CITY/AGENCY AND ORMOND BEACH MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC, PHYSICAL AND AESTHETIC REDEVELOPMENT AND MAINTENANCE OF THE ORMOND BEACH MAIN STREET DISTRICT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and Ormond Main Street, Inc. have, since February 6, 1996, entered into an annual agreement for the purpose of promoting economic, physical and aesthetic redevelopment and maintenance of the Ormond Beach Main Street District, and

WHEREAS, the Ormond Beach Main Street District is part of the City's Central Business District and areas adjacent thereto, and

WHEREAS, the City Commission approved Resolution 84-74 in accordance with section 163.357, Florida Statutes, designating itself as the Community Redevelopment Agency for the Central Business District and areas adjacent thereto, and

WHEREAS, the City Commission, individually and acting as the Community Redevelopment Agency for the Central Business District and areas adjacent thereto, desires to renew a Service Agreement with Ormond Main Street, Inc., for the promotion of economic, physical and aesthetic redevelopment and maintenance of the Ormond Beach Main Street District, a copy of the 2021-22 Service Agreement for Ormond Main Street said service agreement being attached hereto and incorporated herein by reference, and,

WHEREAS, the City Commission finds that the allocation of public funds to Ormond Main Street, Inc. for the purposes that are stated in the agreement serves a clearly identifiable and concrete public purpose as the primary objective, has a reasonable expectation that such purpose will be substantially and effectively accomplished, and that the public funds are not provided for general functions or purposes of Ormond Main Street, Inc. The City Commission further finds that the purposes described herein are consistent with the legal principles described in O'Neill v. Burns, 198 So.2d 1 (Fla. 1967) and Florida Attorney General Opinion 75-221 (July 24, 1975), now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, THAT:

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute the Service Agreement on behalf of the City/Agency with Ormond Main Street, Inc., for the promotion of economic, physical and aesthetic redevelopment and maintenance of the Ormond Beach Main Street District. The City Commission, individually and acting as the Community Redevelopment Agency for the Central Business District and areas adjacent thereto, further ratifies and affirms all preceding agreements between the City and Ormond Main Street, Inc., regarding the Ormond Beach Main Street District.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 8th day of September, 2021.

BILL PARTINGTON

Mayor, City of Ormond Beach and
Chairman, Central Business District CRA

ATTEST:

WENDY HONTZ

Acting City Clerk

2021-22 SERVICE AGREEMENT FOR ORMOND MAIN STREET

THIS AGREEMENT is made by and between the **CITY OF ORMOND BEACH ("CITY")**, a Florida municipal corporation **COMMUNITY REDEVELOPMENT AGENCY** for the Central Business District and adjacent areas as created by Resolution 84-74 ("**AGENCY**"), and **ORMOND MAIN STREET, INC. ("OMSI")**, a Florida non-profit corporation, for the purpose of promoting the economic, physical and aesthetic redevelopment and maintenance of the Ormond Beach Main Street district depicted in Exhibit "A" hereto, inconsideration of the terms and conditions described as follows.

1. **Recitals.** The recitals described above are incorporated herein by reference and are part of this Agreement.
2. **Public Purpose.** The allocation and expenditure of public funds herein provided are intended to serve clearly identifiable and concrete public purposes as the primary objective of this agreement, has a reasonable expectation that such public purposes will be substantially and effectively accomplished, and that the public funds provided herein are not to be used for general functions or purposes of OMSI. The parties determine that the use of the public funds are intended to satisfy the "public purpose" principles established in O'Neil v. Burns, 198 So.2d 1 (Fla. 1967) and Florida Attorney General Opinion 75-221 (July 24, 1975)." OMSI
3. **Term.** This Agreement shall be effective on the date it is last signed by the undersigned parties and shall continue in effect through and including September 30, 2022. Thereafter, this Agreement may be renewed for additional one (1) year periods based upon the fiscal calendar of the **CITY/AGENCY**, which fiscal year begins on October 1st of a given year and ends on September 30th of the following year.
4. **Responsibilities of the Respective Parties.** The OMSI shall be responsible for the following:
 - a) Advertising the Ormond Main Street District, its brand, businesses, events and opportunities via all traditional media avenues, as well as social media and internet sites;
 - b) Provide the opportunity for four (4) advertising grants for new businesses this fiscal year;

- c) Improve and upgrade as required the web sites devoted to Main Street, Arts District and Farmer's Market and associated social media sites;
- d) Conducting Riverfest Seafood Festival, Granada Grand Festival of the Arts, Taste of Ormond, and the Ormond Beach Celtic Festival as the four major community events of the fiscal year (as allowed by the COVID-19 pandemic state and local regulations);
- e) Maintain and improve Community Redevelopment Agency district maps for tourism, as well as arts and culture. These maps may be print or digital;
- f) Strengthen the Arts District: OMSI continues to work to provide increased opportunities for artists, both visual and performing, to produce creative work here in Ormond Beach. Anticipated projects include:
 - i. Expanding the Granada Grand Festival of the Arts to a full weekend event.
 - ii. Encouraging and seeking opportunities for murals within the downtown district.
 - iii. Supporting an additional two small arts events during the year.
 - iv. Providing a rotating gallery space for local artists at the new OMSI office.
 - v. Assisting Planning Department staff with district 'aesthetic improvements' projects including traffic cabinet box wraps and the Granada Bridge painting capital improvement.
- g) Create and maintain effective events to bring increased foot traffic and public awareness to the district.

For the services rendered above, the **CITY/AGENCY** shall pay to OMSI, \$65,000.00 in quarterly installments of \$16,250.00 on October 1st, January 1st, April 1st, and July 1st. Such payments shall be considered a fee for service and are not to be used for normal organizational operational costs.

5. **Main Street Core Responsibilities:** Funds generated by OMSI through membership, special events and fundraising shall be used to cover expenses for the following:

- a) Maintaining and seeking to expand membership.
- b) Implementation of new events.
- c) Maintenance of the Farmers Market.
- d) Administrative costs including participation in Florida Main Street and National Main Street.
- e) A monthly e-newsletter promoting business and activity in the CRA district.

- f) Collecting and disseminating data, providing assistance to various OMSI and CITY/AGENCY committees and workshop groups, and attending various meetings relative to such tasks.
 - g) Assisting with the maintenance and update of data related to CRA district properties, including vacancies and business changes.
 - h) Promoting the Ormond Beach Main Street District program, thereby increasing the base for new business development.
 - i) Assist applicants for Property Improvement Grants and CITY/AGENCY staff with the TIF funding process in the Main Beach Main Street District.
 - j) Assist applicants developing in the downtown and CITY/AGENCY staff with SPRC meetings for all projects in the Ormond Beach Main Street District.
 - k) Assist in recruiting and retaining businesses.
 - l) Encourage property owners to redevelop property and recruit businesses to fill vacant spaces.
 - m) Assist CITY/AGENCY staff with the review/design/implementation of downtown capital projects.
6. **Board Appointment.** The City Manager and City Commission shall each be entitled to appoint one (1) member to the Board of Directors of OMSI.
7. **Termination of Agreement.** Either party may terminate this Agreement without cause upon giving the other party at least sixty (60) days prior written notice of the intention to terminate this Agreement.
8. **Relationship of Parties.** Neither the CITY/AGENCY (including any of its elected or appointed officers, employees, agents or other representatives) nor OMSI (including any of its directors, officers, employees, agents or other representatives) are the employee, agent, or other representative of the other party; and all activity performed by either party pursuant to and in furtherance of this Agreement, whether directly or indirectly related to this Agreement, shall constitute the separate and independent act of the respective party performing said act.
9. **Liability and Indemnification.** OMSI shall fully defend, indemnify, save, and hold the CITY/AGENCY (including its elected and appointed officers, employees, agents, and other representatives) harmless from and against all suits, action, claims, proceedings, demands, or liability of any nature whatsoever (including attorney's fees through and including all

appeals), arising from injury, loss, or damage to any person or property, which is directly or indirectly caused by or results from any act or negligence of **OMSI** (including its directors, officers, employees, agents and other representatives).

10. Miscellaneous. OMSI shall:

- a) Obtain and maintain at its sole expense, all applicable licenses, permits and certificates which are necessary to discharge **OMSI**'s duties under this Agreement.
- b) Be solely responsible for paying all costs relative to the discharge of its duties under this Agreement, except as otherwise indicated herein.
- c) Comply with all applicable federal, state, and local laws, rules, and regulations.

11. Florida Public Records Law. Main Street expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
- b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.

12. Assignment. Neither this Agreement nor any part thereof may be assigned to any other person or entity without the prior written consent of the City Commission.

13. Sovereign Immunity. The **CITY/AGENCY** expressly retains all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the **CITY/AGENCY**.

- 14. Complete Agreement.** This Agreement constitutes the entire and complete agreement by and between the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
- 15. Amendments.** This Agreement may not be amended unless such changes are reduced to writing, which amendments must be approved by the City Commission, and signed by both parties.

IN WITNESS WHEREOF, the undersigned parties have caused this Service Agreement to be signed on the dates indicated here in below.

DATED this ___ day of _____, 2021.

WITNESSES:

CITY OF ORMOND BEACH, a Florida
municipal corporation acting as the
**CITY OF ORMOND BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Signature: _____
Print Name: _____

By: _____
BILL PARTINGTON
Mayor, City of Ormond Beach
and Chairman, Central
Business District CRA

Signature: _____
Print Name: _____

Attest: _____
JOYCE SHANAHAN
City Manager

DATED this __ day of _____, 2021.

WITNESSES:

ORMOND MAIN STREET, INC., a Florida
corporation

Signature: _____

Print Name: _____

By: _____

NANCY CORTEZ

President

Signature: _____

Print Name: _____

Attest: _____

JULIA D. TRUILO

Executive Director



ORMOND BEACH MAINSTREET

PO Box 2917
Ormond Beach, FL 32175
386-492-2938

Executive Committee 2020-2021

Nancy Cortez, President
Robert Macklin, Vice President
Alex Bittner, Secretary
Michael S. Slick, Treasurer
Robert Coleman, Design Committee Chair
John Adams, Economic Vitality Chair

Board of Directors 2020-2021

Dorian Burt
Thomas Caffrey
Rich Cooper
Debbie Cotton
Jerry Janaro
Thomas MacDonald
Stephanie Mellenberndt
David Neubauer
Paul Osterndorf
Bill Partington, II
Chuck Spano
Judith Stein

Ex Officio Members

Dwight Selby, Ormond Beach
City Commissioner
Steven Spraker, Planning Director
City of Ormond Beach

Community Partners

The City of Ormond Beach
Ormond Memorial Art Museum
The Casements Cultural Center
Ormond Beach Historical Society
Ormond Beach Chamber of Commerce
Ormond Beach Arts District

Julia D. Truilo
Executive Director

Annual Sponsors

Adams, Cameron & Co. Realtors
Advent Health
Daytona Beach News Journal
Halifax Insurance Partners
Highlander Corporation
Money Pages
Ormond Observer
Ritchey Cadillac
Ritchey Buick GMC
Robbins Camper Sales
S.R. Perrott
WSBB

July 15, 2021

Mr. Steven Spraker
Planning Director
City of Ormond Beach Planning Department
22 S. Beach St.
Ormond Beach, FL 32174

Re: 2021-2022 Contract renewal with Ormond MainStreet, Inc.

Dear Mr. Spraker,

I would like to request that you include \$65,000 in your next budget cycle for the work provided to the City of Ormond Beach by Ormond MainStreet, Inc. This small increase will be the first we have asked for since we renegotiated our contract prior to the 2013-2014 fiscal year.

As you know, the past seven years have seen considerable increases in prices as well as continued inflation. Rental rates for venues - including those at City facilities - have increased during the seven-year period. So have all other hard costs attached to putting on successful events. Event insurance has more than doubled. Printing, advertising costs and marketing expenses have risen at several times more than the rate of inflation. At the same time as costs continue to rise, the dollar has lost 17% of its value since 2013. In order to simply maintain the same contract dollar value as 2013, we would need nearly \$70,000. The 8% increase we seek will make up only half the difference.

Our contractual work for the City includes marketing, promotions, the weekly Farmers Market, support of local arts and culture, merchant support, and events large and small designed to increase foot traffic into the downtown and bolster the City's reputation as a vital, interesting and welcoming destination. As you can see by the attached annual report, we have continued to provide increased support to our district businesses throughout this past difficult year. Though stresses directly relating to the pandemic seem to be easing, we feel sure that the need for these and other economic development services will not wane in 2021-2022.

We continue to work hard to build success for our downtown merchants by providing them with timely information, collaborative marketing, merchant-focused events and a safe community to meet and share their successes and challenges. At the same time, we take seriously our commitment to the vitality of the district and to making it as attractive and welcoming as possible for residents, visitors and investors. As always, our work with the City's Planning and Economic Development departments remains the cornerstone of our success. We remain excited to be an important part of the City's efforts to build a vital core business district.

Please let me know if you have any questions or concerns about our proposal. I look forward to another successful year of partnership with the City of Ormond Beach.

Sincerely,

Julia Truilo
Executive Director
Ormond Beach MainStreet, Inc.
julia@ormondmainstreet.com



www.ormondbeachmainstreet.com



Mission Statement: Dedicated to a vibrant downtown community

Vision Statement: To be a premiere destination for visitors and residents to live, work and play

ANNUAL REPORT 2020-2021

If there was a theme for Ormond Beach MainStreet and the Historic Ormond Beach CRA district during 2020-21, it would certainly be resilience. In what has been an unprecedented and potentially perilous year, 20 new businesses opened, few businesses closed and the community redoubled its efforts to buy and eat local. Despite uncertainty, there has been an amazing willingness to invest and reinvest in the district. Between July 2020 and July 2021 private investors spent nearly \$10 million dollars on everything from AC maintenance to dream projects like the Ormond Memorial Art Museum, keeping the area spruced up and new things coming.

How did Historic Ormond Beach manage to hold on when other cities struggled? The CRA district of Ormond Beach has built a strong foundation of community interaction, as well as a positive consumer brand over the years. Ormond Beach MainStreet leveraged these strengths and showed its strong support of both business and community by promoting new ideas for commerce and entertainment when the pandemic limited interaction and by offering assistance to face the challenges of reopening when the time arrived.

The next six months promises to bring a renaissance to the CRA District. The completion of large construction projects including the Ormond Memorial Art Museum, the MacDonald House, Publix Supermarket and Pumphouse BBQ will bring new visual life to Granada Boulevard. Events like the Ormond Beach Celtic Festival and Riverfest Seafood Festival will return to Rockefeller Gardens, bringing people from throughout the region back into the area. Visitors are already flocking back from all over the world and the demand for Ormond Beach housing continues strong. Just a few steps outside the District, Ormond Beach will soon see its first multifamily housing units go up on Beachside in more than a quarter of a century. The prime location in the heart of Historic Ormond Beach's Beachside business district is expected to be one of the project's biggest selling points.

Still, there is no denying this has been a difficult year for small businesses and small non-profits alike. Our revenue - which is highly dependent on successful events - took a nose dive. Yet, like so many of our local businesses, we somehow managed to stay afloat through careful budget management, PPP loans, CARES Act grants and steadfast sponsors. Our bills were paid and we were able to keep both of our staff members employed without layoffs or furloughs. And it was a good thing too, since, as you can see by the projects and activities listed below, we were busier than ever.

ORMOND BEACH MAINSTREET AND LOCAL BUSINESS

Following our model from early in the pandemic we continued to divide our work with local businesses into three categories - information gathering, intercommunication and direct assistance to businesses, and public outreach. Support is always offered to all district businesses regardless of their membership status.

Business Support

- Maintained an active private Facebook group for merchants (184 members), posting new resources multiple times each week and allowing them to communicate with one another. Posts include links and information for SCORE, SBA, James Moore CPA, and Florida League of Cities as well as local programs sponsored by the City of Ormond Beach and the Ormond Beach Chamber.
- Leveraged partnerships and membership affiliations with Florida MainStreet and Main Street America to provide up to date information on federal loans including PPP, EIDL, SVOG, Restaurant Revitalization Funds and the American Rescue Plan.
- Shared information on marketing and business support grants available national corporations including American Express, The Hartford, eBay, AARP and others to Main Street communities. We also supplied letters of support and data to those who chose to apply for funds.
- Offered free, live video Google Business Classes to businesses.
- Conducted regular check ins with business and property owners and followed up with relevant information.
- Identified and welcomed new businesses to the district and offered our support.
- Published bi-monthly business direct newsletter with information about funding, educational opportunities and upcoming events
- Held monthly virtual merchants' meetings
- Awarded three \$1500 marketing plan prizes to businesses who participated in last year's marketing seminar
- Continued to partner with Ormond Beach Chamber of Commerce to get information, PPE, and more on behalf of CRA businesses.
- Met regularly with the Florida MainStreet Coordinator and other Florida Main Street executives to share relevant data on actions taken by the Governor's office that would affect CRA business.

Public Facing Promotions

- Though we were unable to do our largest events, we continued and expanded our Small Business events - "Christmas in July" and "Small Business Saturday" - encouraging consumers to mask up and come downtown or to shop online at their favorite local store from the comfort of their own home. Many businesses reported that these were highly successful days for their sales and provided an excellent bump in their bottom line. With this in mind, we chose to add a "Spring Fling Open House" event in April. By this time, shoppers were feeling more comfortable and it proved to be a highly

successful event. More than 40 of our district businesses participate regularly in these “Eat Local/Shop Local campaigns.

- Created and underwrote group advertising opportunities for local business
- Historic Ormond Beach branded banners for the district went up on the light poles in October helping to identify areas of the district and bringing a cohesion to the area.
- Placed advertisements and feature articles promoting Ormond businesses and activities in print media including Daytona Beach News-Journal, Ormond Observer, Hometown News, Palm Coast Observer, Evolve Magazine, Money Pages, Ormond Magazine, East Coast Current, InRoom Concierge and See Magazine.
- Continued “Support Ormond Small Business” campaign with social media, radio, and print ads.
- Continued promotional opportunities on social media for local businesses including “Take Out Tuesday,” “Mainstreet Member Monday,” virtual shopping events, and more.
- Our social media presence continues to grow. Ormond MainStreet maintains four Facebook pages (total current followers - 20,692 – up 20% year-over-year), two Instagram pages and a monthly e-newsletter for consumers reaching more than 2300 subscribers. Digital advertising impressions reached almost 1 million this year
- Despite the lack of major events, Ormond MainStreet spent more than \$35,000.00 between July 1, 2020 and June 30, 2021² for promotion of the CRA district on print, radio and digital advertising.

ORMOND BEACH MAINSTREET & COMMUNITY

Though our major events - Ormond Beach Celtic Festival and Riverfest Seafood Festival - were on pause, Ormond Beach MainStreet continued to reach out into the community finding new ways to connect them to the CRA District.

- A **Boaters Dining Weekend** was created in October, 2020 to connect the local boating community to the new floating docks in Cassen Park and the many restaurants just 5 minutes’ walk away. Discount coupons were offered to boating groups throughout the Halifax area. Participating restaurants included Fugu Sushi, Gold Leaf Coffee, 31 Supper Club, Rose Villa Southern Table & Bar, Grind Gastropub & Kona Tiki Bar, 63 Sovereign, Hull’s Seafood and the Ormond Garage. Ike Leary and his staff at the bait shop distributed the coupons and collected emails from participating boaters.
- **Small Business Saturday** was a resounding success once again for our local businesses. Forty-one shops and restaurants participated in the day-long shopping and dining event that kicks off local holiday shopping. These events are designed to bring new traffic to locally owned stores and restaurants and emphasize the vitality and special nature of our small businesses. This year a Santa Scavenger Hunt was added that lasted through the Christmas season putting local coupons and gift cards into the hands of 20 winners who were quick to come back to the district to use their prizes. Ormond MainStreet coordinates and markets these events providing all signage, decorations, giveaways, and training. Surveys distributed to business owners after each Shop Local/Eat Local event

reveal that these campaigns bring great value to participating businesses both in profitability and exposure.

- Since the Annual Holiday Parade and the regular Christmas events at the Casements weren't held in 2020, we needed new ways to attract parents and children to the area while keeping health issues and social distancing in mind. Partnering with the Casements staff and the staff of the Ormond Beach Regional Library, MainStreet helped create a **Holiday Story Stroll**. Giant book pages that were installed in Rockefeller Gardens for the three weeks prior to Christmas. More than 3000 visitors participated in the free "stroll." The three organizations came together again in June, 2021 to present a new Story Stroll featuring an alphabet book by local artist, Mary Wentzel. Plans are already underway for another story stroll to compliment the holiday festivities at the Casements again this year.
- MainStreet was delighted to assist the Parade Committee and the City Leisure Services Department in **Merry & Bright on MainStreet** - a program designed to bring more holiday lights and sparkle to the downtown during the shopping season.
- **Bash on the Boulevard** made its debut in January. The outdoor event in the Granada Plaza parking lot featured a table decorating contest, costumes and live music. Food was available from the restaurants in Granada Plaza including Sushi 99, Thai Erawan, Genovese's Italian Café, Larry's Giant Subs and TGI Fridays. MainStreet partnered with MyDerm to provide masks and hand sanitizers to all attendees.
- **Granada Grand Festival of the Arts** returned in a scaled down version in February 2021. The event moved from City Hall to New Britain Avenue so that artists could be spaced further apart and patrons had plenty of room to move freely. Approximately 45 artists participated and 1500 visitors attended.
- Our annual Taste of Ormond was delayed from March to May, giving us time to launch a new shopping and dining event in April - the **Spring Fling Open House**. Pastel balloons marked the doorways of the 38 participating businesses and scavenger hunters collected flower petals along the way. The scavenger hunt also marked the debut of Ormond Beach Bucks - a downtown scrip that can be used in any participating business in the CRA. MainStreet is working on further plans to create a more permanent scrip system to capture shoppers' dollars for district businesses.
- **Taste of Ormond** returned in late May after COVID restrictions had eased. As always, the event was a sellout, bringing 500 people together to sample the best that Ormond restaurants and food purveyors have to offer. Despite the severe shortage of restaurant workers, twenty local restaurants and S.R. Perrott participated in the event. We also partnered with the Seabreeze High School Culinary Academy, connecting students with seasoned chefs and restaurant owners through the event. Several internships resulted for the students.
- **The Ormond Beach Celtic Festival** and **Riverfest Seafood Festival** will return to the MainStreet calendar in Fall 2021.
- **The Ormond Beach Farmers Market** has been at the David Hood Plaza every Thursday since we were able to reopen in April 2020. Market vendors have continued to struggle during the pandemic, but we have maintained a consistent base through the year and

see approximately 200 customers each week - about 10,000 each year. Through its contractual agreement with the City, Ormond MainStreet manages and promotes the market at a cost of approximately \$12,000 each year.

- Ormond MainStreet raises funds through its events for various school programs and departments at **Seabreeze High School**, including the Seabreeze's AICE program, Key Club and the Design program.
- Our staff promotes the CRA district and the MainStreet approach through interviews and speaking engagements. Ormond Beach MainStreet was featured in Evolve Magazine early this spring. Executive Director Julia Truilo has made speeches about the Ormond Beach MainStreet program at Citizens for Ormond Beach and Tiger Bay Club as well as local Rotary and Kiwanis groups.
- Ormond MainStreet continues to support the Ormond Beach Chamber of Commerce Leadership program serving as both presenter and sponsor. Main Street's Event Coordinator, Becky Parker, has served on the Leadership Committee for 5 years and assists with staffing and organization of the entire course.
- Ormond Main Street staff members continue to work on the advancement of Arts and Culture in the CRA District by supporting the Ormond Beach Arts District, a sister non-profit organization.

ORMOND BEACH MAINSTREET AND CITY GOVERNMENT:

- Worked with Planning Department on "aesthetic improvements" approved for the CRA in the current fiscal year budget including completion and installation of district light pole banners and art wrapped signal box project.
- Assisted Planning Department with street improvement projects in the district including replacement of banner poles, enhanced lighting at mid-block crossing and repaving of Florence Street and helped with communication between affected businesses and department.
- We continue to partner with the Planning Department by serving as a review committee for design projects within the CRA District as well as any Building Improvement Grants
- Under the guidance of Brian Rademacher, the City's Economic Development Director, the MainStreet Economic Vitality Committee is working on an Asset Analysis for the district. Data and information gathered will be used by the Economic Development Department and Ormond Beach MainStreet to attract new investment in the district.
- MainStreet worked with the City through social media and surveying to gather information leading to the potential redesign of Cassen Park as suggested by the Downtown Master Plan update.
- Assisted the City with its "Thank You First Responders" campaign by soliciting business participants and distributing signage to more than 50 businesses.

ADDITIONAL ORMOND BEACH MAINSTREET ACCOMPLISHMENTS

- Achieved National MainStreet Center accreditation for the 7th year in a row. Only 883 Main Street programs nationwide achieved accreditation this year.
- Cassen Park Floating Dock - Winner of the Outstanding Florida Main Street Public Improvement Project for 2020. Award given by the Florida Secretary of State.
- Worked with Florida MainStreet to advocate with the Florida Legislature to improve funding and services to local programs
- Executive Director Julia Truilo became part of Florida Main Street's state mentoring program, assisting directors of new Florida Main Streets. She also serves as a board member for the Florida Downtown Association.
- Staff members completed continuing education training through state and national conferences, local seminars and web-based curriculum.
- Winner, Daytona Beach News-Journal Readers' Choice Awards "Best Mainstreet" 2020, Finalist, "Best Mainstreet" 2021

DATA POINTS FOR ORMOND BEACH MAINSTREET - July 2020 thru June 2021

CRA DISTRICT

Private investment within the CRA (based on City Permit Reports) - \$9,803,493.00

New Businesses (20 total)

- Restaurants/Food - Fugu Sushi, Shape Up, Crepevine Restaurant
- Retail - Bikini Company, Beach People, Energy Skate Board, Finishing Touches, NautiPets, Lisa Deater Pottery & Studio
- Services - Culture Hair Salon, Salty Wave Salon, Empower Solar, NFL Barbershop, Perfekshyne LLC,
- Professional - Rise Health Chiropractic, Marketrite, Deuces Realty, Angel Durolet, Innovative Homeloans, MyTicket RX

Businesses Lost (7 total)

- Lotus Yoga & Fitness, Chef RX, Cakery Creation, A Little Place for Hair, Elite Academy, AT&T East Granada, True Love Boutique

Businesses expected to open in 2021 -

- Publix Supermarket, Neighborhood Ice Cream, Pump House BBQ, Arthur Murray's Dance Studio, Prime IV Hydration

Major Private Construction/Renovation projects

- Fountain Square Shops
- Pump House BBQ/Neighborhood Ice Cream
- Publix Supermarket
- Ormond Memorial Art Museum
- Julian's (lot cleared for new retail outlet)

ORMOND BEACH MAINSTREET

- ❖ Twenty board members, 150 volunteers, 2 full time staff
- ❖ Ormond MainStreet volunteers gave 1363 hours of service this year - the equivalent of \$36,986 of in-kind donations.
- ❖ Eight major events in 20-21
- ❖ Fifty Farmers Markets
- ❖ Two Payroll Protection Plan loans received
- ❖ CARES Act grant received from County of Volusia
- ❖ Major partners - City of Ormond Beach, Ormond Beach Chamber of Commerce, Ormond Memorial Art Museum, Ormond Beach Historical Society, Ormond Beach Regional Library, Ormond Beach Arts District.
- ❖ Major sponsors - Adams Cameron & Co. Realtors, AdventHealth Daytona, Daytona Beach News Journal, Halifax Insurance Partners, Highlander Corp., Hometown News, Money Pages, Ormond Observer, Ritchey Buick-Cadillac-GMC, Robbins Camper Sales, S.R. Perrott, WastePro, WSBB



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Wendy Hontz, Assistant City Clerk

Date: September 8, 2021

Subject: Appointment to Housing Authority

Commission Goal: N/A

Introduction

This is a request to reappoint Mr. Allen Harrell as a commissioner of the Housing Authority.

Background

The Housing Authority is governed by Florida Statutes, Chapter 421, regarding public housing. It is established to provide public housing for persons of low income at rentals they can afford. The authority is the entity that leases and operates the housing project at 100 New Britain Avenue and other low-income rentals in the City. They also oversee repairs, rental amounts, investigate living conditions, and study problems relative to public housing.

Discussion

Per Florida Statute, the Mayor appoints the five commissioners of the Housing Authority with the approval of the City Commission. Terms of commissioners are four years. Mr. Harrell was appointed to the Housing Authority in September of 2013 by Mayor Ed Kelley, and was reappointed to a four-year term in September of 2017. His current term is set to expire on September 17, 2021. Mr. Harrell has expressed his desire to continue to serve on the Housing Authority for another four-year term, and Mayor Partington has nominated Mr. Harrell for reappointment.

The Housing Authority must have at least one commissioner who is a resident of one of the housing projects and is current in rent, or is a person of very low income who receives rent subsidy and lives within the Authority's jurisdiction. Other members of the Housing Authority have filled those requirements.

Budget Impact

There is no budget impact associated with this appointment.

Citizen Impact

The reappointment of Mr. Harrell will serve to allow the Ormond Beach Housing Authority to continue to fulfill its mission of serving the housing needs of citizens of low income in the community.

Recommendation

It is requested that the City Commission approve the attached resolution appointing Mr. Allen Harrell as a commissioner of the Ormond Beach Housing Authority to a four-year term to expire September 17, 2025.

Attachments:

- 21-138 Housing Authority Appt - Harrell (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 8/10/2021


Claire Whitley, Assistant City Manager 8/11/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 8/30/2021

RESOLUTION NO. 2021-138

A RESOLUTION REAPPOINTING ALLEN HARRELL AS A MEMBER TO SERVE AS A COMMISSIONER OF THE ORMOND BEACH HOUSING AUTHORITY; SETTING FORTH TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the term of Allen Harrell as commissioner for the Ormond Beach Housing Authority will expire on September 17, 2021, and

WHEREAS, pursuant to section 421.05, *Florida Statutes*, the Mayor, with the approval of the City Commission, appoints members to serve on the Ormond Beach Housing Authority, and

WHEREAS, the Mayor desires to reappoint Allen Harrell to serve on the Ormond Beach Housing Authority, and

WHEREAS, the City Commission concurs with the appointment of said person to the Ormond Beach Housing Authority; now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Allen Harrell is hereby reappointed to serve as commissioner of the Ormond Beach Housing Authority for a four (4) year term ending September 17, 2025.

SECTION TWO. The said appointee shall receive no compensation for services, but shall be entitled to the necessary expenses, including travel expenses, incurred in the discharge of duties.

SECTION THREE. The said appointee shall serve in accordance with Resolution 80-135, Chapter 421, *Florida Statutes*, and all other applicable law.

SECTION FOUR. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 8th day of September, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Wendy Hontz, Assistant City Clerk

Date: September 8, 2021

Subject: Appointment to Housing Authority

Commission Goal: N/A

Introduction

This is a request to reappoint Ms. Hildegard Postell as a commissioner of the Housing Authority.

Background

The Housing Authority is governed by Florida Statutes, Chapter 421, regarding public housing. It is established to provide public housing for persons of low income at rentals they can afford. The authority is the entity that leases and operates the housing project at 100 New Britain Avenue and other low-income rentals in the City. They also oversee repairs, rental amounts, investigate living conditions, and study problems relative to public housing.

Discussion

Per Florida Statute, the Mayor appoints the five commissioners of the Housing Authority with the approval of the City Commission. Terms of commissioners are four years. Ms. Postell was appointed to the Housing Authority in November 2009 by Mayor Fred Costello, and has served three four-year terms, with the most recent reappointment in October 2017. Her current term is set to expire on November 3, 2021. Ms. Postell has expressed her desire to continue to serve on the Housing Authority for another four-year term, and Mayor Partington has nominated Ms. Postell for reappointment.

The Housing Authority must have at least one commissioner who is a resident of one of the housing projects and is current in rent, or is a person of very low income who receives rent subsidy and lives within the Authority's jurisdiction. Ms. Postell meets these residency requirements.

Budget Impact

There is no budget impact associated with this appointment.

Citizen Impact

The reappointment of Ms. Postell will serve to allow the Ormond Beach Housing Authority to continue to fulfill its mission of serving the housing needs of citizens of low income in the community.

Recommendation

It is requested that the City Commission approve the attached resolution appointing Ms. Hildegard Postell as a commissioner of the Ormond Beach Housing Authority to a four-year term to expire November 3, 2025.

Attachments:

- 21-139 Housing Authority Appt - Postell (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 8/10/2021


Claire Whitley, Assistant City Manager 8/11/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 8/30/2021

RESOLUTION NO. 2021-139

A RESOLUTION REAPPOINTING HILDEGARDE POSTELL AS A MEMBER TO SERVE AS A COMMISSIONER OF THE ORMOND BEACH HOUSING AUTHORITY; SETTING FORTH TERM AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the term of Hildegard Postell as commissioner for the Ormond Beach Housing Authority will expire on November 3, 2021, and

WHEREAS, pursuant to section 421.05, *Florida Statutes*, the Mayor, with the approval of the City Commission, appoints members to serve on the Ormond Beach Housing Authority, and

WHEREAS, the Mayor desires to reappoint Hildegard Postell to serve on the Ormond Beach Housing Authority, and

WHEREAS, the City Commission concurs with the appointment of said person to the Ormond Beach Housing Authority; now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Hildegard Postell is hereby reappointed to serve as commissioner of the Ormond Beach Housing Authority for a four (4) year term ending November 3, 2025.

SECTION TWO. The said appointee shall receive no compensation for services, but shall be entitled to the necessary expenses, including travel expenses, incurred in the discharge of duties.

SECTION THREE. The said appointee shall serve in accordance with Resolution 80-135, Chapter 421, *Florida Statutes*, and all other applicable law.

SECTION FOUR. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 8th day of September, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk



CITY OF ORMOND BEACH

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Shawn Finley, Public Works Director

Date: September 8, 2021

Subject: Reiss Engineering, Inc. Continuing Contract Assignment

Commission Goal: N/A

Introduction

This is a request to assign the Continuing Contract for municipal utility services between the City of Ormond Beach and Reiss Engineering, Inc., to CHA Consulting, Inc., a corporation that will assume all responsibilities and liabilities relative to the contract.

Background

On March 20, 2017, the City entered into a continuing contractual agreement with the firm Reiss Engineering, Inc., to provide municipal engineering services, as are required from time to time by the City.

Discussion

The Consultant has requested an assignment of the agreement due to the acquisition of the firm by CHA Consulting, Inc., which was effective on February 1, 2021. There has been no change in the firm's personnel or operations as a result of this acquisition.

Budget Impact

There is no budget impact.

Citizen Impact

There is no citizen impact.

Recommendation

Staff recommends the continuing contract for municipal engineering services with Reiss Engineering, Inc., be assigned to CHA Consulting, Inc.

Attachments:

- 21-140 Reiss Eng assign to CHA Consult (P21-0114G) (PDF)
- Reiss assign to CHA Consulting (P21-0114G) (PDF)
- Reiss-CHA Acquisition Notice (PDF)

REVIEWED BY:
Kelly McGuire, Finance Director 8/30/2021
Claire Whitley, Assistant City Manager 9/1/2021**APPROVED BY:**
Joyce A. Shanahan, City Manager 9/2/2021

RESOLUTION NO. 2021-140

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSENT TO ASSIGNMENT AND AMENDMENT TO CONTINUING ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND REISS ENGINEERING, INC. FOR THE LIMITED PURPOSE OF ACKNOWLEDGING A CHANGE IN THE CORPORATE ENTITY PROVIDING MUNICIPAL UTILITY SERVICES FROM REISS ENGINEERING, INC. TO CHA CONSULTING, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and Reiss Engineering, Inc. are parties to a Continuing Engineering Services Agreement (“the Agreement”) dated March 20, 2017, for the provision of municipal utility services, and

WHEREAS, on July 29, 2021, the City received a letter from Reiss Engineering, Inc. and CHA Consulting, Inc. requesting that the Agreement be assigned to CHA Consulting, Inc.; and

WHEREAS, Section 14 of the Agreement prohibits the assignment of the Agreement without the prior written consent of the City Commission, and

WHEREAS, the City’s staff has reviewed the proposed Consent to Assignment and Amendment to Continuing Engineering Services Agreement (a copy of which is attached hereto and incorporated herein by reference) and recommends the Agreement be assigned to CHA Consulting, Inc. for the limited purpose of recognizing the assignment and acknowledging the correct identity of the entity under providing municipal utility services; now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby gives its consent to and approval of the assignment of the Continuing Engineering Services Agreement from Reiss Engineering, Inc. to CHA Consulting, Inc.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Consent to Assignment and Amendment to Continuing Engineering Services Agreement in favor of CHA Consulting, Inc.

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED, this 8th day of September, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

CONSENT TO ASSIGNMENT AND AMENDMENT TO CONTINUING ENGINEERING SERVICES AGREEMENT

THIS CONSENT TO ASSIGNMENT AND AMENDMENT TO CONTINUING ENGINEERING SERVICES AGREEMENT is entered into by and between the **City of Ormond Beach, Florida** (“City”), **Reiss Engineering, Inc.** (“Reiss”) and **CHA Consulting, Inc.** (“CHA”) for the purposes stated herein, as follows:

WHEREAS, the City and Reiss are parties to a Continuing Engineering Services Agreement (“the Agreement”) having an effective date of March 20, 2017, and

WHEREAS, on July 29, 2021, Reiss requested that the Agreement be assigned to CHA, and

WHEREAS, the City Commission of the City of Ormond Beach desires to give its consent and approval of the assignment and transfer of the Continuing Engineering Services Agreement from Reiss to CHA, and

WHEREAS, the City Commission of the City of Ormond Beach and CHA desire to amend the subject Continuing Engineering Services Agreement for the limited purpose of acknowledging the new entity that will provide municipal utility services for the City of Ormond Beach; now therefore,

1. The introductory paragraph of that certain Continuing Engineering Services Agreement between the City and Reiss is hereby amended to read as follows:

THIS AGREEMENT is made and entered into by and between CHA CONSULTING, INC. duly authorized to conduct business in the State of Florida, whose address is 575 Broadway, Albany, NY 12207 hereinafter called “CONSULTANT”, and CITY OF ORMOND BEACH, a Florida municipal corporation, whose address is 22 South Beach Street, Ormond Beach, Volusia County, Florida 32174, hereinafter called “CITY”.

All other terms and conditions of the subject Continuing Engineering Services Agreement shall remain in full force and effect.

2. Section 34 of that certain Agreement between the City and Reiss is hereby amended to read as follows:

NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For CITY:

City of Ormond Beach
 Engineering Division
 c/o City Engineer
 P.O. Box 277
 Ormond Beach, FL 32175-0277

For CONSULTANT:

CHA Consulting, Inc.
 Attn: General Counsel
 3 Winners Circle
 Albany, NY 12205

3. Assignment. Reiss does hereby convey, transfer, deliver and assign to CHA as of the Effective Date and CHA does hereby accept from Reiss, all of Reiss' right, title and interest in and to the Assigned Contract arising on and after the Effective Date.

4. Assumption. In consideration of such transfer, CHA hereby agrees to be bound by and promptly to perform or cause to be performed the terms, conditions and covenants, if any, agreed to be done, kept and performed by Reiss arising on and after the Effective Date under the Agreement as if it were the original party to the Agreement.

5. Consent. City hereby: (i) approves the transfer of the Assigned Contract to CHA and waives any claims and rights against Reiss that it may have in the future performance of the Assigned Contract after the Effective Date; (ii) agrees to be bound by and to perform said Assigned Contract in accordance with the conditions contained in the Assigned Contract as if it were still under contract to Reiss; and (iii) agrees to fully cooperate with the transfer of the Assigned Contract to CHA by performing all of the actions and executing all documents necessary to complete a timely transition.

6. All other terms and conditions of the subject Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Consent to Assignment and Amendment to Continuing Engineering Services Agreement to be executed by the undersigned officials as of the date listed below.

DATED: _____, 2021

CITY OF ORMOND BEACH, FLORIDA

BY: _____
 Bill Partington, Mayor

ATTEST: _____
 Joyce Shanahan, City Manager

DATED: _____, 2021

CHA CONSULTING, INC.

BY: _____

Name: _____

Title: _____

ATTEST: _____

Name: _____

Title: _____

DATED: _____, 2021

REISS ENGINEERING, INC.

BY: _____

Name: _____

Title: _____

ATTEST: _____

Name: _____

Title: _____



July 29, 2021

Via E-mail Only

April Martti
Engineering Projects Coordinator
22 South Beach Street, Room 104
Ormond Beach, Florida 32714
april.martti@ormondbeach.org

Dear Ms. Martti:

As you may know, Reiss Engineering, Inc. ("Reiss") was acquired by CHA Consulting, Inc. ("CHA") in early 2021, expanding CHA's water resources team and capabilities to support the growing infrastructure needs of our collective clients. CHA is an innovative, full-service engineering consulting and construction management firm that has been providing professional engineering services for more than a half-century. Over the past few years, CHA has grown significantly, and was ranked 53rd of the top 500 design firms in the United States in 2021 by Engineering News Record. Now, with more than 1,300 staff in 40 offices throughout the United States and Canada, CHA and its family of companies offers engineering, architectural, survey, construction phase and other services necessary to complete projects on time and within budget.

The former Reiss staff have been fully integrated into, and Reiss has rebranded as, CHA. As soon as practicable, CHA and Reiss would like to assign Reiss' continuing services agreement with the City to CHA. The professionals providing the services under the continuing service agreement will remain the same; the resources they can call upon, however, will expand significantly. If you consent to the assignment, please have the appropriate person execute the attached document and return a PDF copy to Nikki C. Dames, Assistant General Counsel, via e-mail at ndames@chacompanies.com. She is also available to answer any assignment-related questions you may have.

Our goal is to make this transition as seamless as possible for you. If you have any questions regarding CHA's acquisition of Reiss or the services CHA can offer, please contact Mark Burgess by e-mail at mburgess@chacompanies.com or by telephone at (407) 679-5358.

Sincerely,

CHA CONSULTING, INC.

A handwritten signature in blue ink, appearing to read "John Hensley, Jr.", written in a cursive style.

John Hensley, Jr.
Infrastructure Sector President
Executive Vice President

REISS ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read "C. Robert Reiss", written in a cursive style.

C. Robert Reiss
President

CONSENT TO ASSIGNMENT OF CONTRACTS

City of Ormond Beach hereby consents to the assignment of the following agreement from Reiss Engineering, Inc. to CHA Consulting, Inc., effective August 1, 2021:

Agreement Name	Date
Continuing Contract for Municipal Utility Services, RFQ 2017-01	March 20, 2017

City of Ormond Beach

By: _____
(Signature)

Name: _____

Title: _____

Date: _____



CITY OF ORMOND BEACH

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Shawn Finley, Public Works Director

Date: September 8, 2021

Subject: MacDonald House Restoration-North Elevation

Commission Goal: Quality of Life - Other

Introduction

This is a request for City Commission approval of a Work Authorization for construction management services to A.M. Weigel Construction, Inc., for exterior renovations to the North elevation of the MacDonald House, located at 38 East Granada Boulevard.

Background

The MacDonald House is a historic property known for its architecture and presence dating from the early 1900's. Located at 38 East Granada Blvd., this building currently houses the Tennis Center and the Ormond Beach Historical Society.

In 2017, Bender & Associates Architects prepared a Historic Structure Summary Assessment Report for the MacDonald House. The report contained recommendations for repairs and improvements needed to restore the facility to a condition which would be safe and secure, and in a manner which preserves the historic integrity of the building to the greatest extent possible.

In November 2019, the City executed a Memorandum of Understanding with the Ormond Beach Historical Society (OBHS), and together the City and OBHS successfully applied for a grant through Volusia County's ECHO grant program. The grant provides funding assistance relative to the exterior renovations of the MacDonald House.

On December 1, 2020, the City Commission approved Resolution No. 2020-187 for the execution of a Work Authorization to A.M. Weigel Construction, Inc. for construction management services for the exterior renovations to the East and West elevations of the building. With restoration projects of this nature unexpected circumstances could arise; this original work authorization in the amount of \$448,650 was directed toward the restoration of the East and West sides, which were determined to be in the most need

of repair, and whose restoration provided the greatest benefit to the building. By constructing the project in stages, the City and A.M. Weigel were able to proceed in a cautious manner through the exterior restoration process. Staff has shared this progress with the Commission, and as stated previously, would present a second work authorization upon completion of the initial work, provided budget issues had not arisen. This item allows the City and Contractor to advance the work as planned to complete the remaining walls.

Discussion

During construction of the East and West elevations, the restoration work progressed better than expected and the Contractor was able to successfully complete work on not only the East and West Elevations, but also on the South elevation of the building under the initial work authorization. As of July 31, 2021, there are \$111,203.53 in unspent funds within the previously approved work authorization.

A.M. Weigel has prepared a proposal for the next stage of the project, renovation of the North elevation, which includes replacement of the porch, porch roof, and handicap accessible ramp, for a total proposed cost of \$181,737.53. Staff intends to utilize the unspent funds from the previous work authorization to begin these renovations. This work authorization will provide the remaining funds of \$70,534.00 needed to complete the North elevation renovations.

The architect's original opinion of probable cost for the exterior renovation was \$890,000. With the approval of this additional work, the actual total cost to complete the exterior renovation work will be \$519,184, which is 41% under the projected project amount.

Budget Impact

Funding for the MacDonald House North Elevation restoration construction management services will be provided within Fund 301-General Capital Improvements. Funding will be a combination of General Fund reserves, a County of Volusia ECHO Grant, and the Ormond Beach Historical Society contribution (\$100,000).

Citizen Impact

The MacDonald House Improvements represents a collaboration between the City, Ormond Beach Historical Society, and Volusia County to preserve a piece of Ormond Beach history. The project will result in a safe and secure historic landmark building providing for increased enjoyment for City residents and visitors.

Recommendation

Staff is recommending approval of a Work Authorization to A.M. Weigel Construction, Inc. in the amount of \$70,534.00, for restoration of the North Elevation of the

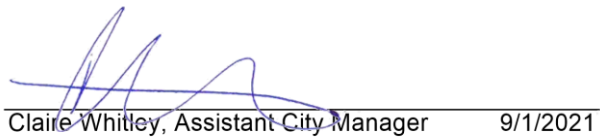
MacDonald House, completing the exterior renovations.

Attachments:

- 21-141 MacDonaldHouse North - AM Weigel (P21-0119G) (PDF)
- Work Authorization (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 8/30/2021


Claire Whitley, Assistant City Manager 9/1/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 9/2/2021

RESOLUTION NO. 2021-141

A RESOLUTION ACCEPTING A PROPOSAL FROM A.M. WEIGEL CONSTRUCTION, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES REGARDING THE MACDONALD HOUSE RESTORATION (NORTH ELEVATION) PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited a proposal from A.M. Weigel Construction, Inc., an engineering firm under continuing contract with the City, to provide construction management services regarding the MacDonald House restoration (north elevation) project (“the Project”) in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by A.M. Weigel Construction, Inc. to provide construction management services for the aforescribed project at a cost not to exceed \$70,534.00, is in the best overall interest of the City, and recommends that the said proposal (a copy being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

WHEREAS, the City Commission concurs in the said determination and recommendation, and

WHEREAS, the City Manager has certified that the money for the payment of the Project has been deposited to the credit of the General Capital Improvements Fund (301) and has not been appropriated for any other purpose, now therefore,

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
ORMOND BEACH, FLORIDA, THAT:**

SECTION ONE. The proposal submitted by A.M. Weigel Construction, Inc. to provide construction management services regarding the MacDonald House restoration (north elevation) project at a cost not to exceed \$70,534.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization between the City and A.M. Weigel Construction, Inc. to provide construction management services for the Project at the said price, and to pay the cost therefor from the General Capital Improvements Fund (301).

SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 8th day of September, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Contract for Construction Management Services on a Continuing Basis dated October 3, 2017 between the City of Ormond Beach, Florida, and A.M. Weigel Construction, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: MacDonald House Restoration – North Elevation

Project Description: Construction management services for re-cladding/replacement of wood framing, siding, and trim on the North elevation of the MacDonald House, including replacing the front porch, front porch roof, and handicap accessible ramp, as detailed in the attached proposal dated August 24, 2021.

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
MacDonald House Restoration		
North Elevation	Guaranteed Maximum Price	\$181,737.53
Unspent Funds East & West Elevation Work Authorization		<u>(\$111,203.53)</u>
Total Fee Authorized:	Not to Exceed	<u>\$70,534.00</u>

Funding Source: General Capital Improvement Fund (301)

Estimated Time for Completion: 3 Months from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
A.M. WEIGEL CONSTRUCTION, INC.

By: _____
Bill Partington
Mayor

By: _____
A. Michael Weigel
President

Date: _____

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) 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 the 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 Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.



August 24, 2021

Mr. Shawn P. Finley, P.E.
City Engineer
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

RE: City of Ormond Beach
MacDonald House – Recladding – North Elevation
44 East Granada Boulevard
Ormond Beach, Florida 32176

Dear Shawn:

We are pleased to submit our proposal for the replacement of the north elevation porch, handicap accessible ramp and re-cladding of the north elevation of the MacDonald House as indicated in the exhibits contained herein for the guaranteed maximum price of Seventy Thousand Five Hundred Thirty Four Dollars and Zero Cents (\$70,534.00).

We have based our Guaranteed Maximum Price on the following exhibits, which are attached hereto:

Exhibit "A"	Plans
Exhibit "B"	Assumptions & Qualifications
Exhibit "C"	GMP Cost Breakdown

Upon receipt of an executed contract and notice to proceed and approval of all applicable permits, we anticipate the construction duration to be 12 weeks to substantial completion depending on our findings after exposing the building framing.

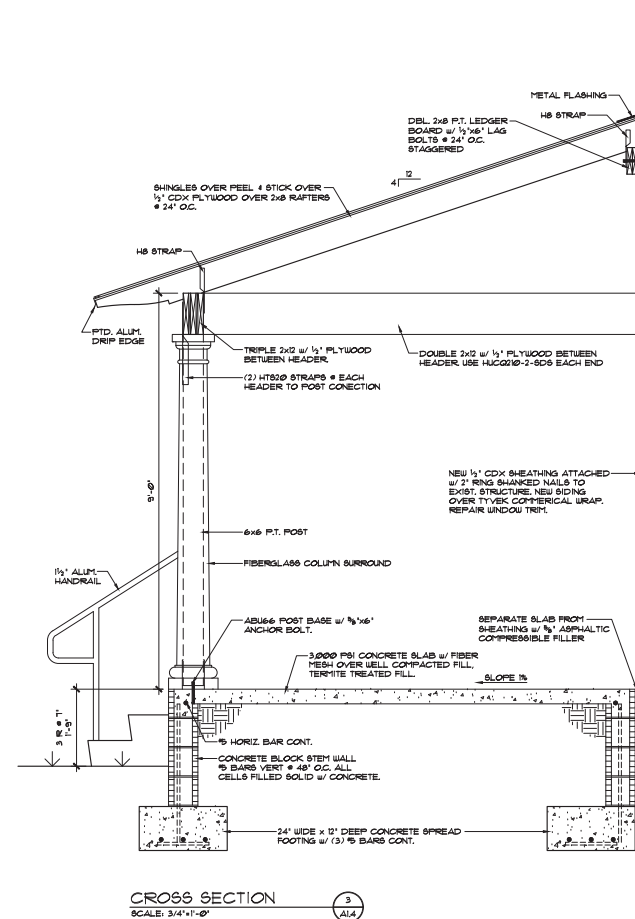
We are available to meet with you at your convenience to discuss this proposal and to answer any questions you may have. Thank you again for this opportunity to be of service and we look forward to working with you and all the City of Ormond Beach staff in building this very important project.

Sincerely,

A. M. WEIGEL CONSTRUCTION, INC.

A. Michael Weigel
President

Attachments



ARCHITECT:

DESIGN, INC.

913 NORTH NOVA RD.
HOLLY HILL, FL 32117
AA 26000687
PHONE (386) 255-9987
FAX (386) 255-9989

ARCHITECT:

CONSULTANTS:

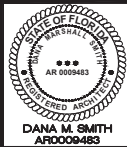
CONSULTANTS:

[illegible]

DRAWN BY: WCB
DESIGNED BY: DMS
REVIEWED BY: DMS

PROJECT TITLE AND ADDRESS
ORMOND BEACH
MUSEUM OF HISTORY AND
WELCOME CENTER
38 E GRANADA BLVD.
ORMOND BEACH, FL. 32176

SHEET TITLE
**ENTRY PORCH PLAN
AND SECTION**



SHEET #
A1.4

N.I.C. - work already completed



1
EX6
 EXISTING NORTH EXTERIOR ELEVATION

SCALE 1/8"=1'-0"

3-38

MacDonald House – Recladding & Porch Replacement - North Elevation**EXHIBIT B****Guaranteed Maximum Price - ASSUMPTIONS and QUALIFICATIONS****A. QUALIFICATIONS:**

1. In general terms, the scope of the Project is limited to the removal and replacement of the wood framing, siding and trim on the north elevation and replacement of the north porch and north porch roof as identified in the Exhibit “A” plans.
2. All work will be performed during normal working hours. Premiums for shift work or overtime are not included in the Contract Sum.
3. 6% State Sales Tax, 0.5% County Sales Tax (on the first \$5,000) – is included on all materials.
4. All cost expenditures shall be tracked by the CM and reported to the Owner on an ongoing basis. Upon completion of the project, a final accounting of the costs incurred will be reconciled with the Owner and all unused monies will be credited to the Owner Contract via deductive change order.

B. EXCLUSIONS:

1. Permanent utility charges, deposits, meters and meter enclosures.
2. All permit fees will be paid for by the City.
3. We have not included any costs associated with relocation, removal or replacement of existing utilities found that conflict with proposed construction.
4. We have not included any costs associated with removal or replacement of unsuitable soils or hazardous materials found on site except as noted herein.

C. QUALIFICATIONS BY TRADE:**Division 01 – General Requirements**

- a. We have included the necessary project management and jobsite supervision for the entire period of construction.
- b. We have included the cost of Liability Insurance coverage.
- c. We have included temporary barricades surrounding the work areas to isolate the work area from public access.

Division 02 – Selective Demolition

- a. We have included the demolition and removal of the existing front porch and porch roof, wood siding, windows and window trim in the area to be re-clad. We have included new wood studs necessary to replace the existing in the event it is determined that they need to be replaced.
- b. We have included removal procedures and disposal for siding with lead based paint and scraping and encapsulation of the lead based paint on the wood shakes in the top floor gable end.

MacDonald House – Recladding & Porch Replacement - North Elevation**EXHIBIT B****Guaranteed Maximum Price - ASSUMPTIONS and QUALIFICATIONS****Division 02 – Landscape**

- a. We have not included the cost to replace the removed plantings.

Division 03 – Concrete

- a. We have included a new reinforced concrete front porch along with an attached reinforced concrete handicap accessible ramp and concrete stairs.

Division 05 – Metals

- a. We have included new powder coated aluminum railings for the perimeter of the porch, handicap ramp and front steps similar to those provided for the tennis shop ramp.

Division 06 – Woods & Plastics

- a. Our replacement of the wood framing, sheathing, cladding and trim for the exterior walls is based on using the following materials:

2" x 4" pressure treated wood studs for framing members.

½" thick pressure treated plywood sheathing.

Tyvek or equivalent house wrap with Tyvek tape along all seams.

All wood siding, siding trim boards and window trim boards to be Red Grandis wood milled to match the existing siding profile and existing window trim primed with Zinsser Oil based primer and finish coated with oil based paint to match existing colors.

- b. Our replacement of the north porch roof is based on the design indicated on the contract plan sheet A1.4.
- c. We have included new interior wood trim around windows on the first floor only.
- d. We have included removal and re-installation of the four (4) columns supporting the front porch roof.

Division 07 – Moisture Control

- a. We have included joint sealants around all windows and typical siding associated sealant.
- b. We have included a new shingle roof with flashings, gutter and downspouts for the front porch.

Division 08 – Windows

- a. We have included the removal and re-installation of existing windows and the existing door within the area to be re-clad. We will re-caulk the windows after they are installed.
- b. We have not included the cost of replacing these existing windows with impact windows or any other protective covers that bring these windows up to current codes.

MacDonald House – Recladding & Porch Replacement - North Elevation**EXHIBIT B****Guaranteed Maximum Price - ASSUMPTIONS and QUALIFICATIONS****Division 09 – Finishes**

- a. We have included painting and caulking all wood siding and trim.
- b. We have included interior drywall repairs around windows and doors that require repair.

Division 16 – Electrical

- a. We have included the cost to remove the exterior wall mounted receptacles, exterior porch lights, exterior sign lights and the single lamp post located in the courtyard.
- b. We have included a fixture allowance of \$1,000.
- c. We have included furnish and installation of new porch lighting and two (2) 120 v receptacles on the porch.
- d. We have included two (2) LED lights for the building sign.
- e. We have included relocating the single lamppost from its current location north toward Granada Blvd.

MacDonald House Recladding - Phase 2
NORTH ELEVATION including new PORCH and PORCH ROOF

EXHIBIT "C"

1A	Architectural Fees	1	LS	2,500.00
1A	Supervision - PM, including labor burden and technology fees	120	HRS	4,345.20
1A	Supervision - Superintendent, including burden, phone, vehicle and tech fees	510	HRS	24,485.10
1A	Supervision - Acctg, including labor burden and technology fees	72	HRS	3,297.60
1A	Portalet	3	MOS	300.00
1A	Field Storage	3	MOS	600.00
1A	Temp Fence	190	LF	950.00
1A	Equipment & Scaffolding	2	MOS	8,677.00
1A	Periodic / Final Cleanup	1	LS	2,000.00
1A	Dumpsters	4	EA	1,600.00
1A	Special Protection	1	LS	1,500.00
2A	Demolition of PORCH & PORCH ROOF - RG FRAMING	1	LS	Included in 6C
2A	Demolition of SIDING - Clean Building	1	LS	4,752.00
2B	Earthwork - Import Fill and Compact	18	CY	450.00
3A	Concrete - Perimeter Foundation 83 LF x 2' x 1'	9	CY	7,200.00
3A	Concrete - Masonry Stem Wall 83 LF x 4 courses	350	BLK	6,650.00
3A	Concrete - Porch Slab on Grade - 33' x 11' x 5" thick	7	CY	5,600.00
3A	Concrete - ADA Handicap Ramp	7	CY	5,600.00
5B	Miscellaneous Metals - Porch Guard Railing, ADA Guard Railing & Grab Rail	76	LF	8,360.00
6A	Lumber Materials - 2x4 x 10' studs/window framing - wall	60	EA	900.00
6A	Lumber Materials - 2x4 x 16' top/bottom plate - wall	10	EA	240.00
6A	Lumber Materials - 2x8 x 12' PT rafters - roof	28	EA	896.00
6A	Lumber Materials - 2x10 x 12' PT beam - roof	15	EA	645.00
6A	Lumber Materials - 1/2" PT Plywood - wall	22	SHTS	1,760.00
6A	Lumber Materials - 1x6x8 tongue and groove - roof	100	EA	1,500.00
6A	Lumber Materials - 1/2" PT Plywood - roof	15	SHTS	1,200.00
6A	Lumber Materials - 2x6x16 PT - decking	50	EA	1,500.00
6A	Lumber Materials - railings and porch gable ends	1	LS	3,000.00
6A	Lumber Materials - waste & escalation	1	LS	670.00
6A	TYVEK, tape and fasteners	1	LS	1,755.00
6B	Siding - Window and Door Trim	8	EA	4,000.00
6B	Siding - Miscellaneous Trim Boards	1	LS	2,500.00
6C	Framing Crew - 3 man crew	456	HRS	20,520.00
6C	Framing Crew - expendables	1	LS	276.10

MacDonald House Recladding - Phase 2
NORTH ELEVATION including new PORCH and PORCH ROOF

EXHIBIT "C"

6D	Trim Carpentry - Interior Trim out of Windows	6	EA	3,000.00
7A	Remove / Replace Shingle Roof	1	LS	1,800.00
7A	Add Gutters and Downspouts	54	LF	810.00
7B	Joint Sealants	1	LS	2,000.00
9A	Drywall repairs around windows	1	LS	2,500.00
9F	Painting / Caulking - labor	120	HRS	4,800.00
9F	Painting / Caulking - materials	1	LS	500.00
16A	Electrical - remove and replace lighting/power on porch	1	LS	3,432.00
16A	Electrical - relocate lamp post from courtyard to street	1	LS	2,682.00
16A	Electrical - replace two (2) sign lights with LED lights	1	LS	948.00
	CONTINGENCY	1	LS	8,866.00
				161,567.00
	General Liability Insurance			1,738.20
	Performance and Payment Bond			660.00
	Overhead and Profit			17,772.33
	ESTIMATED TOTAL FOR NORTH ELEVATION REPLACEMENT			181,737.53
	Unspent funds for East & West Elevations Work Authorization as of 7/31/2021			(111,203.53)
	Net Additional Work for North Elevation & Porch Replacement			70,534.00



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Kevin Gray, Deputy Public Works Director

Date: September 8, 2021

Subject: C&D Franchise Application for My Dumpster Guy, LLC

Commission Goal: N/A

Introduction

This item is to notify the City Commission of a new application for a non-exclusive franchise agreement for the collection and disposal of construction and demolition debris generated within the City of Ormond Beach to My Dumpster Guy, LLC.

Background

On July 14, 2021, My Dumpster Guy, LLC, a business located at 709 Main Street, Grandview, Missouri, 64030, with a local address of 11035 General Avenue, Jacksonville, Florida, 32220, submitted a construction and demolition roll-off services franchise agreement application, affidavit of acknowledgment of business type, along with a non-refundable application fee \$2,500.00 to the City of Ormond Beach.

My Dumpster Guy, LLC, acknowledges the annual franchise fee of \$5,000.00 in addition to a per roll-off pull charge of \$48.95 to be remitted by the tenth of each month accompanied by appropriate documentation.

Discussion

The construction and demolition roll-off services franchise agreement application is attached in its entirety.

City staff has conducted a background and a financial ability analysis of My Dumpster Guy, LLC to perform construction and demolition roll-off services within the City of Ormond Beach, and reports the checks provided no information to disallow the City Commission granting a non-exclusive franchise agreement.

My Dumpster Guy, LLC has been in business in the Jacksonville area for three years and has recently expanded to the Volusia County and Ormond Beach areas. The

principal owner has over fifteen years of experience in roll-off dumpster management, and staff expects a high level of customer satisfaction from the company.

My Dumpster Guy, LLC will join Waste Pro of Florida, Waste Management Inc. of Florida, WCA of Florida LLC, Creech Enterprises dba Southeast Container, Samsula Landfill, and GEL Recycling as the only roll-off haulers permitted to do business within the corporate limits of the City of Ormond Beach.

Budget Impact

Revenues from this non-exclusive agreement will be \$5,000.00 from the receipt of the franchise fee, \$1,500.00 from the renewal fee, and approximately \$2,500.00 from pull charges.

Citizen Impact

The franchising of waste haulers ensures that these businesses operate within the requirements of the City of Ormond Beach. Having a variety of authorized haulers provides residents a varied selection from which to choose.

Recommendation

Staff recommends approval of the construction and demolition roll-off services franchise agreement for My Dumpster Guy, LLC.

Attachments:

- 21-142 My Dumpster Guy C&D FranchiseAgr (P21-0111G) (PDF)
- My Dumpster Guy C&D Agreement (PDF)
- My Dumpster Guy C&D application (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 8/10/2021


Claire Whitley, Assistant City Manager 8/25/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 8/30/2021

RESOLUTION NO. 2021-142

A RESOLUTION AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE CITY AND MY DUMPSTER GUY, LLC REGARDING THE COLLECTION OF CONSTRUCTION AND DEMOLITION DEBRIS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 10, Article IV, Construction and Demolition Debris Collection Franchises, *Code of Ordinances*, the City desires to grant a non-exclusive franchise to My Dumpster Guy, LLC for the provision of construction and demolition debris collection service in the City of Ormond Beach, now therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute the “Non-exclusive Franchise Agreement for Construction and Demolition Debris” for a non-exclusive franchise for the collection of construction and demolition debris, between the City of Ormond Beach and My Dumpster Guy, LLC, a copy of said Agreement being attached hereto and incorporated herein by reference.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 8th day of September, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

NON-EXCLUSIVE FRANCHISE AGREEMENT FOR CONSTRUCTION AND DEMOLITION DEBRIS

This Non-Exclusive Franchise Agreement for Construction and Demolition Debris ("Agreement") is made between the City of Ormond Beach, Florida, ("City"), a Florida municipal corporation, and My Dumpster Guy, LLC ("Contractor), its successors and assigns, hereinafter referred to as the Contractor.

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the City of Ormond Beach; and

WHEREAS, the City wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 10-1, City of Ormond Beach *Code of Ordinances* as that section may hereafter be amended unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of Chapter 10 of the City of Ormond Beach Code of Ordinances and specifically Chapter 10, Article

IV, Construction and Demolition Debris Collection Franchises, and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of Chapter 10, as may hereafter be amended, and this Agreement.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The City hereby grants a non-exclusive Franchise to Contractor for the collection of Construction and Demolition Debris in the City of Ormond Beach, subject to the terms and conditions of this Agreement and all applicable laws. This Franchise only authorizes the Contractor to collect Construction and Demolition Debris.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the City's duly authorized representative. This Agreement shall expire one year after the effective date, unless the Contractor applies for a renewal of this Agreement and the application is approved by the City.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the City of Ormond Beach *Code of Ordinances* and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris between 7 a.m. and 6 p.m., Monday through Saturday. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior approval of the Director of Public Works or his/her designee.

When collecting or transporting Construction and Demolition Debris, Contractor's

employees shall wear a company shirt or uniform, which shall have the Contractor's name or logo in a conspicuous place.

5.3 All of the trucks used by the Contractor for the collection of Construction and Demolition Debris shall be marked with the name and phone number of the Contractor in letters that are plainly visible and at least four inches high. Each commercial container used by the Contractor for the collection of Construction and Demolition Debris shall be labeled by the Contractor on each long side (two sides) in the same manner.

5.4 The Contractor's commercial containers shall be securely covered when transporting Construction and Demolition Debris as authorized under this Agreement.

5.5 All of the rolling stock used by the Contractor for transporting Construction and Demolition Debris in the City of Ormond Beach shall be maintained in a good, clean, and safe operating condition, and be properly marked with the Contractor's name and phone number.

5.6 Contractor shall provide the City with a list of the vehicles used by the Contractor and the license plate number for each vehicle.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard City of Ormond Beach application form for a non-exclusive Franchise to rent containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility accepting Construction and Demolition Debris waste. A non-refundable \$2,500.00 application fee

for new applicants or a non-refundable \$1,500.00 application fee for material modifications or transfers of an existing Franchise shall accompany the Contractor's application to the City for the non-exclusive franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the City for the privilege of using the public streets, roads, alleys and other thoroughfares of the City for the collection and transportation of Construction and Demolition Debris

8.1. The annual Franchise fee shall be five thousand dollars (\$5,000.00) and it shall be paid within fifteen (15) days of the City Commission's approval and grant of a franchise or within fifteen (15) days of the grant of the renewal request. The Contractor shall pay an annual interest rate of ten percent (10%) on any and all delinquent payments.

8.2 If the Contractor fails to pay the full amount of the Franchise fee in a timely manner, the City may suspend the Franchise until payment is made or may revoke the Franchise. The Contractor shall pay any and all of the City's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees through and including all appeals.

8.3. In addition to the annual Franchise fee, the Contractor shall pay the City forty eight dollars and ninety five cents (\$48.95) for each Construction and Demolition Debris roll-off pull. Payment shall be made to the City on the tenth (10th) day of each month regardless of the effective date of the Franchise Agreement. Payment shall be accompanied by delivery disposal documentation.

ARTICLE IX: APPLICATION RENEWAL

9.0 Within the 90 days prior to expiration of the term of the franchise, Contractor may submit a renewal application. A fifteen hundred dollar (\$1,500.00) renewal fee shall accompany said renewal application. During the review of the renewal application the Contractor will operate as a non-exclusive franchise for a period not to exceed sixty (60) days or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications.

ARTICLE X: INSURANCE

10.0 The Contractor shall not begin collecting or transporting Construction and Demolition Debris under this Agreement until appropriate certificates of insurance are provided to the City that demonstrate compliance with the requirements of this Agreement. The Contractor must maintain the insurance in full force and effect at all times throughout the term of this Agreement.

10.1 The Contractor shall maintain in effect the insurance coverages required by "Exhibit A" of the City of Ormond Beach Resolution No. 2011-116 and any and all subsequent amendments thereto.

10.2 No change or cancellation of any insurance required under this Agreement may be made unless thirty (30) days prior written notice is provided to the City. Each insurance certificate must name the City as an additional insured and contain a clause stating substantially as follows: "If any of the above-described policies are to be cancelled or undergo material change before the expiration date, the issuing insurance company will mail written notice to the City of Ormond Beach at least 30 days before the effective date of the cancellation or change."

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor shall at its sole expense fully protect, defend, hold harmless, and indemnify and pay on behalf of the City, and its appointed and elected officers, employees, agents, and representatives, from and against any and all actions, proceedings, claims, suits, liabilities, losses, and damages (including interest and penalties relative thereto), of any nature whatsoever, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages, inclusive of all costs and expenses (including legal assistant fees and costs of investigations, whether prior to, during or after trial or in the event of any appeal) and attorney's fees through and including all appeals, arising from, in connection with, or as a result of the Contractor's Franchise agreement and/or the Contractor's ownership, operation or maintenance of the Contractor's business.

ARTICLE XII: TERMINATION BY CITY

12.0 If there is a material breach of any term of this Agreement by the Contractor, the City shall notify the Contractor in writing of the breach and provide the Contractor with a reasonable opportunity to correct the breach. If the breach is not corrected in a 24-hour period, the City may terminate the Agreement at any time at the City's discretion. Among other things, a material breach of this Agreement shall be deemed to have occurred if: (a) the Contractor fails to pay Franchise fees at the times and in the amounts required by this Agreement; (b) the Contractor fails to pay the fees or file the documentation required in Paragraph 8.3 of this Agreement; (c) the Contractor disposes of Construction and Demolition Debris at a site other than a properly permitted and authorized Solid Waste Management Facility; (d) the Contractor Construction and Demolition Debris in a manner that is not authorized under this Agreement; (e) the Contractor fails to continuously maintain the types and amounts of insurance required under this Agreement; (f) the

Contractor declares bankruptcy; (g) the Contractor engages in the hauling of Solid Waste; or (h) the Contractor fails to comply with the applicable provisions of Chapter 10, City of Ormond Beach *Code of Ordinances*.

12.1 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the City of Ormond Beach *Code of Ordinances*, the City may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The City shall issue the Contractor a notice that the Contractor has been deemed a "habitual violator." Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the City may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 Representatives of the Parties

For the purposes of this Agreement, the Authorized representative of the City shall be the Director of Public Works or his/her designee. The authorized representative for the Contractor for purposes of this Agreement shall be Allison Cleek. Either party may change its representative upon five (5) days, prior Notice to the other party.

13.1 Notices

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the City:

Department of Public Works
501 N. Orchard Street
Ormond Beach, FL 32175

If to the Contractor:

Allison Cleek, President
709 Main Street
Grandview, MO 64030

Changes in the respective addresses to which such notices may be directed may be made from time to time by either party by notice to the other party.

13.2 Waiver

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of the City or Contractor at any time to require performance by the other party of any term in this Agreement shall in no way affect the right of the City or Contractor thereafter to enforce same; nor shall waiver by the City or Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

13.3 Agreement Governed by Florida Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and it shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida. Venue shall be in Volusia County, Florida.

13.4 Assignment

This Agreement may not be sold, assigned or transferred by the Contractor without City Commission approval. As a condition precedent to receiving the City's consent, the Contractor or the potential transferee must submit an application and the applicable fee and demonstrate that the transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and City of Ormond Beach *Code of Ordinances*.

13.5 Representations of the Contractor

The Contractor represents that (a) it is a corporation duly organized under the laws of the State of Florida or a person or an entity qualified to do business in the State of Florida, (b) this Agreement has been duly authorized, executed, and delivered in the State of Florida, and (c) it has the required power and authority to perform this Agreement.

13.6 Headings

Captions and headings in this Agreement are for ease of Reference only and do not constitute a part of this Agreement.

13.7 Severability

If any term, condition, covenant or obligation of this Agreement is declared illegal, void or unenforceable, the remaining terms will not be affected but will remain in full force and effect, and this Agreement shall be construed as if such illegal, void or unenforceable provision had never

been contained herein.

13.8 Survivability

Any term, condition, covenant, or obligation which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

13.9 Third Party Beneficiaries

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder, or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 Personal Liability

Nothing in this Agreement shall be construed as creating any personal liability on the part of any official, officer, employee, agent or representative of the City.

13.11 Independent Contractor

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of the City. The Contractor shall be solely responsible for the means, methods and procedures used by the Contractor to perform under this Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of the City.

The Contractor shall have no authority to bind the City to any agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the City.

13.12 Merger Clause

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein.

This Agreement supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

13.13 Fair Dealing

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no City Commissioner, City officer, or City employee, directly or indirectly owns more than 5% of the total assets or capital stock of the Contractor, nor will any such person directly or indirectly benefit by more than 5%, from the profits or emoluments of this Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage gift or any other compensation contingent upon or resulting from the award or making of this Agreement. Further, the contractor declares and warrants that the Contractor is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.3 Sovereign Immunity

Nothing in this Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity under Section 768.28, Florida Statutes.

13.4 Amendment

Except as otherwise specifically provided herein, this Agreement may be amended only by written instrument specifically referring to this Agreement and executed by both parties with the same formalities as this Agreement.

13.15 Terms Generally

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree," "agreement," "consent," "establish," "impose" as used herein shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or delayed" except as specifically noted. Words or phrases which are defined herein by reference to a statute, rule or regulation shall have the meaning ascribed to such word or phrases as of the Effective Date, without regard to subsequent changes in such statutes, rules or regulations, unless otherwise provided.

13.16 Waiver of Right to Jury Trial

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS

AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

ARTICLE XIV: COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

14.0 Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) 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 the 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 Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
[CITYLERK @ORMONDBEACH.ORG](mailto:CITYLERK@ORMONDBEACH.ORG)**

Ref: Fla. Stat. §119.0701(2016)

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this _____ day of _____, 2021.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

By: _____
JOYCE A. SHANAHAN
City Manager

DATED this _____ day of _____, 2021.

Witnesses:

MY DUMPSTER GUY, LLC

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Attest: _____

Print Name: _____

Title: _____

EXHIBIT "A"**A. Payment and Performance Bonds**

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in

professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar

employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
 \$100,000. Each Employee Bodily Injury by Disease
 \$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate * \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - <u>\$3,000,000</u>	\$1 Million Each Occurrence \$1 Million General Aggregate * \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)

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\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]
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* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

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1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

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3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

EXHIBIT "B"

A. Lease Provisions Relative to Risk Management

All leases of City real property and of any of its facilities shall include the following or substantially similar provisions:

1. Hold Harmless

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

The Lessee shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Lessee for the protection of all persons, including employees and property. The Lessee shall comply with all applicable laws, regulations and ordinances related to safety and health and shall make special efforts to detect hazardous conditions and shall take prompt action when loss control/safety measures are reasonably necessary.

B. General

The Lessee shall purchase and maintain for the entire life of the lease, including time extensions, such insurance as will protect the Lessee from claims for damages insured by usual and unusual injury liability coverage and from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Lessee's operations.

C. Types of Insurance and limits of Liability:

1. Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B, Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident

\$100,000. Each Employee Bodily Injury by Disease

\$500,000. Policy Limit Bodily Injury by Disease

(DEPENDING UPON THE LEASE, WORKERS' COMPENSATION MAY NOT BE REQUIRED.)

2. Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance, and the City of Ormond Beach shall be named as an additional insured):
 - a. Premises and Operations
 - b. Personal Injury Liability
 - c. Products & Completed Operations
 - d. Fire Damage Liability
 - e. Blanket Contractual Liability
 - f. Medical Expense
 - g. Liquor Liability

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following:

\$1 Million Each Occurrence

\$1 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

\$ 50,000. Fire Damage (any one fire)

\$ 5,000. Medical Expense

3. Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and the limits shall be no less than:
\$1 Million Combined Single Limit for Bodily Injury and Property Damage
4. Property Insurance (Real & Personal) - Lessee shall keep or cause to be kept insured all structures located on or appurtenant to the premises and their contents against loss or damage by fire and all other risks of loss in an amount equal to the replacement cost of the property and on an agreed value basis. Any deductible

applicable will be agreed upon with the City. The City of Ormond Beach shall be named as Loss Payee.

D. Requirements for Certificate of Insurance

1. With the execution of the Lease, the Lessee shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the actual notice be signed by an authorized representative of the insurer and given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the Lessee shall furnish complete copies of the Lessee's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Lessee shall, at the option of the City provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate aggregate limit may be required by the City for the given lease.
5. If the Lessee fails to obtain and maintain for the life of the Lease the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be promptly reimbursed to the City by the Lessee.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similar nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on all General Liability and Automobile Liability policies of insurance and certificates thereof.

EXHIBIT "C"**A. Licensees and Permittees.**

1. All Licensees and Permittees of the City's real property and of its facilities relative to the classification of events described in the insurance rate schedules below shall provide and maintain comprehensive general liability insurance for such events, as provided in this Exhibit.
2. All Licensees and Permittees shall provide comprehensive general liability insurance coverage, either through their own insurance company and providing at least the minimum coverage prescribed herein, or by obtaining such comprehensive general liability insurance through a Plan offered to the City through the City's insurer at the rates provided in paragraphs "B", "C" and "D" below.
3. The Plan available to the City currently provides comprehensive general liability insurance coverage of \$1,000,000 per claim, subject to an annual aggregate of \$1,000,000 for all claims. A \$250 deductible shall apply to all claims, which said deductible shall be entirely born and paid by the Licensee or Permittee. The coverage available through the Plan and the rates and deductible amounts prescribed therefor, are subject to change at the discretion of the City and the City's insurer without notice to any Licensee or Permittee.
4. If any Licensee or Permittee elects to provide general liability insurance coverage through Licensee's or Permittee's own general liability insurance company, then Licensee's or Permittee's insurance coverage must comply with the following requirements:

(a) Types of Insurance and limits of Liability:

- i) If applicable, Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B, Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
 \$100,000. Each Employee Bodily Injury by Disease
 \$500,000. Policy Limit Bodily Injury by Disease

(DEPENDING UPON THE USE BY LICENSEES AND PERMITTEES, WORKERS' COMPENSATION MAY NOT BE REQUIRED.)

- ii) Comprehensive general liability insurance shall include, but shall not necessarily be limited to, the following coverage (and any deviation therefrom shall be noted on the Certificates of Insurance; and the City of Ormond Beach shall be named as an additional insured):

- a. Premises and Operations
- b. Personal Injury Liability
- c. Products & Completed Operations
- d. Fire Damage Liability
- e. Blanket Contractual Liability
- f. Medical Expense
- g. Liquor Liability

Comprehensive general liability coverage shall be written on an occurrence basis and the limits of coverage shall be no less than the following:

\$1 Million	Each Occurrence
\$1 Million	General Aggregate
\$1 Million	Aggregate Products & Completed Operations
\$ 50,000.	Fire Damage (any one fire)
\$ 5,000.	Medical Expense

- iii) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and the limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	---

- iv) Property Insurance (Real & Personal) - Licensees and Permittees shall keep or cause to be kept insured all structures located on or appurtenant to the premises and their contents against loss or damage by fire and all other risks of loss in an amount equal to the replacement cost of the property and on an agreed value basis. Any deductible applicable will be agreed upon with the City. The City of Ormond Beach shall be named as Loss Payee.

(b) Requirements for Certificate of Insurance

- i) Licensees and Permittees shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed without the prior consent of the City, and Licensees and Permittees shall promptly replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of such Licensee's or Permittee's use agreement with the City.

- ii) New certificates of insurance shall be provided to the City prior to coverage renewals.
- iii) If requested by the City, the Licensees and Permittees shall furnish complete copies to the City of the Licensee's or Permittee's insurance policies, forms and endorsements.
- iv) If any Licensee or Permittee fails to obtain and maintain the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with any qualified insurer that is satisfactory to the City. Any amounts expended by the City in payment of premiums for such insurance shall be promptly reimbursed to the City by the Licensee or Permittee.

(c) Policies of Insurance

- i) Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similar nationally recognized rating authority, including Demotech and Standard & Poors.
- ii) All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
- iii) The City shall be listed as a named insured on all policies of insurance and certificates thereof.

INSURANCE RATE SCHEDULES**B. Rate Schedule/Municipal Buildings:**

Class I - Low Hazard	No. of Attendees	Rates
Seminars	0 - 50	\$ 22.00
Meetings (indoors)	51 - 100	\$ 44.00
Craft Shows	101 - 250	\$ 66.00
Speaking Engagements	251 - 500	\$ 86.00
Auctions	501 - 1,500	\$ 173.00
Auto Shows	1,501 - 3,000	\$ 270.00
Educational Exhibitions	Over 3,000	Refer to Company
Lessor Ushered Exhibitions		
Musical/Plays		
Theatrical Performances		

Class II - Medium Hazard	No. of Attendees	Rates
Sporting Events in buildings	0 - 100	\$ 110.00
Concerts (Not rock)	100 - 250	\$ 190.00
Dances	251 - 500	\$ 270.00
Lessor Ushered Exhibitions	501 - 1,500	\$ 540.00
Dog Shows	1,501 - 3,000	\$ 863.00
Horse Shows	Over 3,000	Refer to Company
Parades (under 500)		
Rummage Sales, Tennis, Handball or Racquetball Courts, Bingo		

Class III - Moderate Hazard	No. of Attendees	Rates
Parades (under 500)	0 - 100	\$ 248.00
Rodeos	101 - 250	\$ 309.00
Meetings (outdoors)	251 - 500	\$ 368.00
Circuses (no rides)	501 - 1,500	\$ 734.00
Animal Racing	1,501 - 3,000	\$ 1,173.00
	Over 3,000	Refer to Company

Class IV - High Hazard	No. of Attendees	Rates
Circuses (with rides)	0 - 100	Refer all to
Carnivals	101 - 250	Company
Rock Concerts	251 - 500	
	501 - 1,500	
	1,501 - 3,000	
	Over 3,000	

C. Extension Rate Schedule/Parks:

Group I - Events	No. of Attendees	Rates
All exhibitions, shows & meetings	0 - 500	\$ 156.00
which do not involve athletic	501 - 1,500	\$ 230.00

-C4-

S:\CITY COMMISSION ITEMS\RESOLUTION\2011\08-16-11\Insurance Amendment (service bonds)\Insurance Exhibit C.doc

events, water sports or fund	1,501 - 3,000	\$	432.00
raising walks, i.e., bingo, games	3,001 - 5,000	\$	920.00
antique shows, arts & crafts shows			
etc. (no concerts or live entertainment)			

Group II - Events	No. of Attendees		Rates
All athletic games or tournaments,	0 - 249	\$	125.00
fund raising walk-a-thons, running	250 - 500	\$	249.00
events, boating regattas (excluding	501 - 1,500	\$	374.00
waterski events) and fireworks	1,501 - 3,000	\$	685.00
displays, fishing tournaments	3,001 - 5,000	\$	1,242.00

Group III - Events	No. of Attendees		Rates
All concerts, carnivals & fairs	0 - 500	\$	552.00
including cultural events with live	501 - 1,500	\$	702.00
entertainment). No hard rock, etc.	1,501 - 3,000	\$	806.00
	3,001 - 5,000	\$	2,329.00

D. Park and/or Municipal Buildings:

Class V	No. of Attendees		Rates
Any social gathering			
Weddings with or without receptions	1 - 35	\$	35.00
family gatherings, picnics either family	36 - 75	\$	50.00
or company whether company sponsored	76 - 150	\$	75.00
or not, pool parties, social gatherings	150 - 500	\$	135.00

Concerts Refer to Company

	No. of Games		Rates
All athletic leagues (except football)	1 - 25	\$	100.00
holding practice and games on City	26 - 50	\$	200.00
property	51 - 100	\$	280.00
	101 - 200	\$	390.00

	No. of Games		Rates
All football leagues holding practice	1 - 50	\$	400.00
and games on City property	51 - 100	\$	560.00
	101 - 200	\$	780.00

			Annual Charge
Social groups and civic clubs such as Boys' Clubs, AA meetings, Girl Scouts, etc.	Weekly	\$	450.00
	Bi-weekly	\$	350.00
	Monthly	\$	250.00
	Quarterly	\$	150.00

Short term education classes less than one school semester	1 - 50 children	\$	100.00
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YMCA summer camps	Per 100 days	\$	95.00
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Schools - vocational and private using City property		\$	250.00
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	No. of Attendees		Rates
Ball games - 1 day event only	1 - 25	\$	45.00
Attendees = Players	26 - 50	\$	90.00
	51 - 75	\$	120.00
	76 - 100	\$	160.00

	No. of Classes		Rates
Dance, tumbling, baton, fitness,	1 - 10	\$	60.00
weight lifting, square dancing, jazz	1 - 25	\$	84.00
for teens, ballroom dance, karate,	26 - 50	\$	118.00
self-defense for women, clogging,	51 - 100	\$	165.00
aerobics	101 - 200	\$	230.00

	No. of Classes		Rates
Crafts, General Crafts - Holiday cake	1 - 10	\$	40.00
decorating, cooking, bridge, stress	11 - 25	\$	56.00
management workshops, stop smoking	26 - 50	\$	78.00
classes	51 - 100	\$	110.00
	101 - 200	\$	154.00

	No. of Months		Rates
Dance rehearsals	3	\$	85.00
	6	\$	175.00
	12	\$	350.00

The City and its general liability insurer retain the right in their sole and absolute discretion to classify any event and the rate therefor for any event not listed above.

E. Provisions Relative to Risk Management.

All Licensees and Permittees of City's real property and any of its facilities shall, as a condition of such use, fully indemnify and hold the City harmless, as follows:

1. Hold Harmless

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the Licensee's or Permittee's use, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

-C6-

2. Payment on Behalf of City

All Licensees and Permittees shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Licensee and Permittee for the protection of all persons, including employees and property. The Licensee and Permittee shall comply with all applicable laws; regulations and ordinances related to safety and health shall make special efforts to detect hazardous conditions and shall take prompt action when loss control/safety measures are reasonably necessary.

City of Ormond Beach
Public Works Department
Construction & Demolition Roll Off Services Franchise Application

Check one

☒ New ☐ Renewal ☐ Transfer ☐ Modification

Applicant Information:

Name: My Dumpster Guy, LLC

Address: 709 Main Street

City/State/Zip Code: Grandview, MO 64030

Phone Number: 904-322-8300

Contact Name: Ashlee Yunker accounting@mydumpsterguy.com

To the applicant: The following information checklist is provided to assist you in preparing your application for a non-exclusive franchise to provide containers for construction and demolition debris collection and disposal services to properties located in the City of Ormond Beach. Please provide the required information identified in this checklist as an attachment to the franchise application.

Franchise Application Requirements
And Requirement Checklist

- ☒ 1. Name(s) and business address(es) of principal officers and stockholders and other persons having financial or controlling interest in any partnership or corporation;
- n/a* ☐ 2. Name(s) and business address(es) of local managing officers of any publicly owned corporation having more than 25 shareholders;
- ☒ 3. Proof that corporation is in good standing in the State, and if not a Florida corporation, proof that applicant is qualified to do business in the State of Florida;
- n/a* ☒ 4. If applicant is other than a corporation, and is operating under a fictitious name, applicant shall be required to submit information that such fictitious name is registered and held by applicant;
- ☒ 5. List of type, number and complete description of all equipment to be used by applicant for providing safe and efficient services;
- ☒ 6. Description or listing of the applicant's and its related entity's experience in the collection of construction and demolition debris;
- ☒ 7. List of all franchises awarded to the applicant and the status of those franchises;

City of Ormond Beach
Public Works Department
Construction & Demolition Roll Off Services Franchise Application

- ☒ 8. List of all franchises applied for which were not granted during the previous five year period; *Does not apply*
- ☒ 9. Written response to selection criteria as follows:
1. The public need for the proposed franchise or franchise transfer.
 2. The financial ability of the applicant to perform
 3. Such other matters or information regarding the applicant or proposed franchise that the City Commission may determine relevant in its legislative discretion;
- ☒ 10. Applicant shall maintain in full force and effect the insurance coverages required by Exhibit "A" of City of Ormond Beach Resolution No. 98-132 and any subsequent amendments thereto. Commercial General Liability coverage shall be \$1 million each occurrence, \$1 million aggregate products and completed operations and \$50,000 fire damage (any one fire).
- ☒ 11. An applicant for an initial franchise, or a material modification of an existing franchise, or a transfer of a franchise shall file the original and ten (10) copies of the application with the city clerk, or his or her designee. Any transfer of more than twenty-five (25) per cent of the ownership of the franchisee shall be deemed to be a "transfer of a franchise."
- ☒ 12. Contemporaneously with the filing of an application for an initial franchise, the applicant shall remit to the city a nonrefundable application fee in the amount of two thousand five hundred dollars (\$2,500.00); and contemporaneously with the filing of an application for a material modification of an existing franchise, or a transfer of a franchise, the applicant shall remit to the city, unless otherwise prohibited by law or waived by the city, a nonrefundable application fee in the amount of one thousand five hundred dollars (\$1,500.00). "Material modification" shall mean a change in any term or condition that substantially or materially affects any right or obligation of the franchisee or city under a franchise.
- ☐ 13. Within ten (10) business days after the filing of an application, the applicant shall furnish a complete copy of the application to all other collectors of construction and demolition debris that have franchises in the city. The copy shall be furnished by personal delivery or sent by certified mail, return receipt requested, to the principal business office of such other collectors of construction and demolition debris.

Definitions:

1. **Applicant:** a person or corporation applying to the City of Ormond Beach for a non-exclusive franchise to provide construction and demolition roll-off containers and/or collect construction and demolition debris within the City for hire, remuneration or other consideration.
2. **Franchisee:** person or corporation to whom the City has issued a non exclusive franchise to provide roll-off containers for construction and demolition services and/or to provide construction and demolition debris collection and disposal services to properties in the City.

City of Ormond Beach
Public Works Department
Construction & Demolition Roll Off Services Franchise Application

Applicant agrees to comply with all applicable provisions of the City of Ormond Beach, Florida Code of Ordinances Chapter 10, Article IV, as may be amended.

My Dumpster Guy, LLC
Applicant name (Print or Type)

Allison Cleek President / Partner
Applicant signature

July 8, 2021
Application submission date

Demo Bays 7/14/21
Application received by date

Demo Bays 12225 7/6/2021
Application fee received by check number check date

→ [Signature] 7/16/2021
Approved City Manager/designee signature date

City of Ormond Beach
Public Works Department
Construction & Demolition Roll Off Services Franchise Application

Affidavit
ACKNOWLEDGMENT OF BUSINESS TYPE

The below named person, as applicant or legal representative for applicant, does hereby certify that all required information has been attached to the application and becomes a part thereof.

Applicant or applicant's legal representative agrees that applicant will comply with all provisions of the City of Ormond Beach Code of Ordinances, the laws, rules, ordinances and regulations of Volusia County, the State of Florida and the United States of America.

BUSINESS ADDRESS of APPLICANT:

Address: 709 Main Street

My Dumpster Guy, LLC

City: Grandview State: MO Zip: 64030

Telephone No. 904-322-8300 Fax No. _____

Federal ID. No. 82-3742143

SIGNATURE OF APPLICANT

If an Individual: _____, doing business

Signature

as _____

If a Partnership: Allison N. Creek by: president/partner
 General Partner Signature

If a Corporation: _____
 Corporate Name

(a _____ Corporation)

by: _____
 Signature

Title: _____

Attest: _____ (SEAL)
 Corporate Secretary

NOTARY PUBLIC: THOMAS A. SUNDQUIST

STATE OF: Missouri COUNTY OF: JACKSON

The foregoing instrument was acknowledged before me this day of 2004, by ALLISON N. CREEK who is (are) personally known to me or who has produced as identification and who did (did not) take an oath.

NOTARY PUBLIC SIGNATURE: Thomas A. Sundquist

NOTARY NAME, PRINTED, TYPED OR STAMPED: _____

Commission Number: 12633143 My Commission Expires: 11/04/2004



11035 General Ave.
Jacksonville, FL 32220
904-322-8300

7/6/21

Primary Office:
709 Main Street
Grandview, MO 64030

Field Office:
11035 General Avenue
Jacksonville, FL 32220

Storage Lot:
2531 Old New York Ave
Deland, FL 32720



11035 General Ave.
Jacksonville, FL 32220
904-322-8300

7/6/21

Re: #7 Awarded Franchises

Clay County
Jeanette Henry
904-284-6374
Jeanette.henry@claycountygov.com

St. John's County
Christy Stewart
904-827-6986
cstewart@sicfl.us

Duval County
Nickii Brookins
904-255-7504
nbrookin@coj.net

Volusia County
Lynne Walter
386-943-7889
lynne@volusia.org



11035 General Ave.
Jacksonville, FL 32220
904-322-8300

7/6/21

Re: #6 - Experience

Christopher Starr, member of My Dumpster Guy, LLC has over 15 years of ownership and P&L responsibility in the Construction industry including owning and operating a roll off dumpster company with 8 trucks and 300 containers handling both C&D as well as MSW. That company was recently sold in 2018 and My Dumpster Guy was created to satisfy unmet needs of a national customer that asked us for help specifically in the Jacksonville metro area.

My Dumpster Guy has been operating successfully in both the Kansas City and Jacksonville markets for the past 3 years. My Dumpster Guy currently has 9 trucks in the Jacksonville area.

Sincerely,

Allison Cleek



11035 General Ave.
Jacksonville, FL 32220
904-322-8300

7/6/21

Re: #1 – Principal Officers

Christopher Starr
3020 W. 84th Street
Leawood, KS 66206

Allison Cleek
10209 Briar
Overland Park, KS 66207

Shawn Polowniak
294 115th Ave
Treasure Island, FL 33706



11035 General Ave.
Jacksonville, FL 32220
904-322-8300

7/6/21

Re: #9 1-3

We have been operating in Duval County for 3 years and as addressed previously, have seen significant growth in the region. Our customer base has increased rapidly and have requested we expand our services to meet needs throughout Volusia County including the City of Ormond Beach.

2018 was a startup year for My Dumpster Guy. We have been profitable since late 2018 and continue to improve results.

Please see the attached letter from our bank as well as the financials provided for additional information.

Sincerely,

Allison Cleek



11035 General Ave.
Jacksonville, FL 32220
904-322-8300

7/6/21

Re: #9-3

In the interest of providing the best safety and service, we have purchased new 2020 and 2021 trucks and brand new dumpsters. This will provide consistent quality throughout our fleet and no holes in any of our dumpsters for materials to fall through and create hazards on the road. We have hired a local safety and DOT expert (www.Admin2000.net) who will provide drug screening, criminal background checks for all employees, DOT compliance certification, and onsite, personal safety training to our employees. We take the safety of our employees and the public very seriously and have invested in this program to make sure we have the safest team in the area.

Sincerely,

Allison Cleek



11035 General Ave.
Jacksonville, FL 32220
904-322-8300

7/6/21

Re: #5 – Equipment List

Truck:

80 2020 Kenworth T370 2NKHJ0X1LM379786 64,000 1/13/2020

Dumpsters:

20 – 20 yd Heavy Duty

25 – 30 yd Standard

5 – 40 yd Heavy Duty

2020 / 2021

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085



Account #: 202004080003

Expires: September 30, 2021

Business Location: 221 PARKTOWNE BLVD

Business Name: MY DUMPSTER GUY, LLC

Owner Name: SHAWN POLOWNIAK

Mailing Address: 709 MAIN ST
GRANDVIEW, MO 64030

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Construction Subcontractor		451	21	\$150.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Treasury and Billing for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID: 08/05/2020
RECEIPT #: 330006
TOTAL TAX: \$150.00
PENALTY: \$0.00
TOTAL PAID: \$150.00



Business Name: MY DUMPSTER GUY, LLC
Owner Name: SHAWN POLOWNIAK
Mailing Address: 709 MAIN ST
GRANDVIEW, MO 64030

Account #: 202004080003

Expires: September 30, 2021

Business Location: 221 PARKTOWNE BLVD

PLEASE DETATCH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS.

State of Florida

Department of State

I certify from the records of this office that MY DUMPSTER GUY, LLC is a Kansas limited liability company authorized to transact business in the State of Florida, qualified on February 28, 2018.

The document number of this limited liability company is M18000002064.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on February 9, 2021, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixth day of July, 2021*



Randy Be
Secretary of State

Tracking Number: 5564039652CU

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



May 7, 2021

Department of Public Works
Solid Waste Division
City of Jacksonville, Florida

To Whom It May Concern,

Please accept this letter as a formal credit reference for My Dumpster Guy, LLC ("MDG). First Business Bank has \$5.75 Million in credit facilities with MDG and related entities for the exclusive purpose of funding commercial and residential waste collection services in the Jacksonville, Florida market and other markets. First Business Bank has underwritten its credit facilities to MDG based on the Bank's intimate knowledge of MDG's successful track record. Furthermore, the Bank believes in MDG ownership's ability to properly and successfully manage its waste collection enterprises in the various markets MDG is operating.

Should you have any questions regarding this letter of reference, please feel free to call me at 913.717.4440.

Respectfully,

A handwritten signature in black ink, appearing to read "Damon Stelting".

Damon Stelting
Vice President—Commercial Banking

11:54 AM
07/06/21
Accrual Basis

My Dumpster Guy, LLC
Profit & Loss
January through December 2020

	Jan - Dec 20
Ordinary Income/Expense	
Income	
40000 · Dumpster Service	
4000.1 · Kansas City	
4000.11 · Portalette	8,669.65
40001 · Trip Charge KC	5,475.00
40020 · 20 Yard Dumpster	
4002.2 · Add'l Days 20 Yard Can	15,116.00
40020 · 20 Yard Dumpster - Other	607,409.59
Total 40020 · 20 Yard Dumpster	622,525.59
40030 · 30 Yard Dumpster	
40030.3 · Add'l Days 30 Yard Can	21,030.50
40030 · 30 Yard Dumpster - Other	491,410.05
Total 40030 · 30 Yard Dumpster	512,440.55
40041 · 40 Yard Dumpster	
40041.4 · Add'l Days 40 Yard Can	27,380.00
40041 · 40 Yard Dumpster - Other	1,727,182.70
Total 40041 · 40 Yard Dumpster	1,754,562.70
40050 · Concrete Washout	
40050.5 · Add'l Days CW	858.00
40050 · Concrete Washout - Other	22,475.00
Total 40050 · Concrete Washout	23,333.00
40060 · Hazardous Material Charges	11,822.00
40070 · Bad Debt Collected	1,186.50
4000.1 · Kansas City - Other	203.02
Total 4000.1 · Kansas City	2,940,218.01
4000.2 · Jacksonville, FL	
40003.1 · Trip Charge JAX	4,036.36
40010.2 · 10 Yard Dumpster	
40012.2 · Add'l Days 10 Yard Can	7,722.27
40010.2 · 10 Yard Dumpster - Other	139,883.25
Total 40010.2 · 10 Yard Dumpster	147,605.52
40020.2 · 20 Yard Dumpster	
40022.2 · Add'l Days 20 Yard Can	35,337.50
40020.2 · 20 Yard Dumpster - Other	774,491.09
Total 40020.2 · 20 Yard Dumpster	809,828.59
40030.2 · 30 Yard Dumpster	
40032.2 · Add'l Days 30 Yard Can	24,002.00
40030.2 · 30 Yard Dumpster - Other	678,078.84
Total 40030.2 · 30 Yard Dumpster	702,080.84
40040.2 · 40 Yard Dumpster	
40042.2 · Add'l Days 40 Yard Can	9,675.00
40040.2 · 40 Yard Dumpster - Other	471,154.82
Total 40040.2 · 40 Yard Dumpster	480,829.82
40050.1 · Hazardous Material JAX	5,782.50
4000.2 · Jacksonville, FL - Other	125.00
Total 4000.2 · Jacksonville, FL	2,150,288.63
Total 40000 · Dumpster Service	5,090,506.64
Total Income	5,090,506.64

11:54 AM
07/06/21
Accrual Basis

My Dumpster Guy, LLC

Profit & Loss

January through December 2020

	Jan - Dec 20
Cost of Goods Sold	
50000 · Cost of Goods Sold	
50100 · COGS KC	
50101 · Dump Fee KC	
50102 · C&D Dump Fees	
50103 · Concrete Washout	4,059.00
50104 · 20 Yard Dumpsters	159,519.56
50105 · 30 Yard Dumpster	152,414.90
50106 · 40 Yard Dumpsters	583,946.75
50102 · C&D Dump Fees - Other	53.27
Total 50102 · C&D Dump Fees	899,993.48
50107 · MSW Dump Fees	
50109 · 20 Yard Dumpster	566.53
50110 · 30 Yard Dumpster	444.51
50111 · 40 Yard Dumpsters	3,380.07
Total 50107 · MSW Dump Fees	4,391.11
50101 · Dump Fee KC - Other	3,140.28
Total 50101 · Dump Fee KC	907,524.87
50150 · Fuel for trucks KC	156,486.75
50160 · Driver Labor KC	
50163 · Driver physical KC	211.00
50160 · Driver Labor KC - Other	439,927.48
Total 50160 · Driver Labor KC	440,138.48
50161 · Contract Labor - KC Driver	3,006.25
50162 · Portable Toilets	6,894.21
Total 50100 · COGS KC	1,514,050.56
50200 · Cost of Goods Sold JAX	
50201 · Dump Fee Jacksonville	
50202 · C&D Dump Fees	
50203 · 10 Yard Dumpster	22,505.61
50204 · 20 Yard Dumpster	179,502.20
50205 · 30 Yard Dumpster	180,661.91
50206 · 40 Yard Dumpster	129,596.84
50202 · C&D Dump Fees - Other	748.34
Total 50202 · C&D Dump Fees	513,014.90
50207 · MSW Dump Fees	
50208 · 10 Yard Dumpster	90.00
50209 · 20 Yard Dumpster	159.08
50210 · 30 Yard Dumpster	1,025.59
Total 50207 · MSW Dump Fees	1,274.67
50201 · Dump Fee Jacksonville - Other	77,401.94
Total 50201 · Dump Fee Jacksonville	591,691.51
50250 · Fuel for trucks JAX	135,537.95
50260 · Driver Labor JAX	
50261 · Driver physical JAX	316.00
50260 · Driver Labor JAX - Other	373,302.08
Total 50260 · Driver Labor JAX	373,618.08
Total 50200 · Cost of Goods Sold JAX	1,100,847.54
Total 50000 · Cost of Goods Sold	2,614,898.10

11:54 AM

07/06/21

Accrual Basis

My Dumpster Guy, LLC

Profit & Loss

January through December 2020

	Jan - Dec 20
52000 · Other Job Related Costs	402.00
52800 · Equipment Rental for Jobs	2,076.90
53800 · Tools and Small Equipment	281.24
Total COGS	2,617,658.24
Gross Profit	2,472,848.40
Expense	
Amortization	3,155.22
Medical Bills	160.00
55000 · Marketing Expense	
55010 · Advertising	8,764.61
55100 · Vendor Relations	2,027.24
55300 · One-Time Sticker/Dumpster Exp	13,044.61
55000 · Marketing Expense - Other	7,796.79
Total 55000 · Marketing Expense	31,633.25
60000 · Auto and Truck Expenses	
60100 · Truck Expenses KC	
60102 · Truck 5 Peterbilt 567	1,242.77
60103 · Tire Expense	44,901.49
60110 · Fuel -- not Trucks	1,716.36
60120 · Tarp	2,330.00
60171 · Truck Repairs Truck 71	2,788.93
60175 · Truck Repairs Truck 75	179.10
60176 · Truck Repairs Truck 76	1,122.67
60177 · Truck Repairs Truck 77	244.02
60179 · Truck Repairs Truck 79	133.71
60180 · Truck Repairs Truck 80	602.50
60181 · Truck Repairs Truck 81	117.50
60182 · Truck Repairs Truck 82	47.50
60100 · Truck Expenses KC - Other	26,464.71
Total 60100 · Truck Expenses KC	81,891.26
60121 · Licensing	12,889.18
60000 · Auto and Truck Expenses - Other	956.78
Total 60000 · Auto and Truck Expenses	95,737.22
60150 · Charitable Donation	720.00
60200 · Truck Expenses JAX	
60203 · Tires	47,022.91
60204 · Tarps - JAX	2,430.00
60210 · Fuel - Not Trucks JAX	7,190.31
60267 · Truck 67	
60267.2 · Repairs	13,931.88
Total 60267 · Truck 67	13,931.88
60268 · Truck 68	
60268.2 · Repairs	6,960.33
60268 · Truck 68 - Other	711.55
Total 60268 · Truck 68	7,671.88
60269 · Truck 69	
60269.2 · Repairs	7,780.92
Total 60269 · Truck 69	7,780.92
60270 · Truck 70	
60270.2 · Repairs	6,323.35
Total 60270 · Truck 70	6,323.35

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07/06/21
Accrual Basis

My Dumpster Guy, LLC
Profit & Loss
January through December 2020

	Jan - Dec 20
60272 · Truck 72	
60272.1 · Tires	305.69
60272.2 · Repairs	11,003.79
Total 60272 · Truck 72	11,309.48
60273 · Truck 73	
60273.2 · Repairs	9,459.19
Total 60273 · Truck 73	9,459.19
60274 · Truck 74	
60274.2 · Repairs	5,843.29
Total 60274 · Truck 74	5,843.29
60275 · Truck 75	
60275.2 · Repairs	1,455.20
Total 60275 · Truck 75	1,455.20
66205 · Truck Licensing	7,252.47
60200 · Truck Expenses JAX - Other	10,741.51
Total 60200 · Truck Expenses JAX	138,412.39
60250 · Damaged Property - JAX	5,957.98
60251 · Damaged Property - KC	1,431.16
60255 · Bad Debt Expense	34,270.20
60350 · Office Cleaning	2,144.43
60400 · Bank Service Charges	
60410 · Equipment Appraisal	1,500.00
60420 · Merchant Discounts	4,416.45
60400 · Bank Service Charges - Other	10,258.58
Total 60400 · Bank Service Charges	16,175.03
61000 · Business Licenses and Permits	5,162.60
61700 · Computer and Internet Expenses	
61710 · Dispatch Software	3,262.90
61720 · Software - Subscriptions & Email	18,920.76
61730 · Truck Monitoring Software	956.44
61740 · Computer Equipment	1,015.32
61700 · Computer and Internet Expenses - Other	4,298.94
Total 61700 · Computer and Internet Expenses	28,454.36
62400 · Depreciation Expense	922,181.36
63300 · Insurance Expense	
63310 · Health Insurance	
63312 · Health Insurance -- Owner	653.81
63310 · Health Insurance - Other	78,971.26
Total 63310 · Health Insurance	79,625.07
63300 · Insurance Expense - Other	198,446.97
Total 63300 · Insurance Expense	278,072.04
63400 · Interest Expense	180,901.42
63450 · Surety Bond	825.00
64300 · Meals and Entertainment	2,980.33
64600 · Tools and Small Equipment Exp	2,703.09
64700 · Tool Rental	
64710 · Equipment Moving	180.00
64700 · Tool Rental - Other	447.89
Total 64700 · Tool Rental	627.89

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Accrual Basis

My Dumpster Guy, LLC
Profit & Loss
January through December 2020

	Jan - Dec 20
64800 · Uniforms	
64810 · PPE	824.28
64800 · Uniforms - Other	2,734.58
Total 64800 · Uniforms	3,558.86
64900 · Office Supplies	
64902 · Office Supplies JAX	1,193.93
64900 · Office Supplies - Other	8,714.24
Total 64900 · Office Supplies	9,908.17
64905 · Postage Shipping	2,202.93
65000 · Travel	
65010 · Travel -- parking	100.00
65020 · Travel -- Meals	903.56
65030 · Travel -- Fuel	661.50
65040 · Travel -- lodging	2,836.31
65050 · Travel -- Airline	397.98
65060 · Travel -- Transportation (taxi)	1,590.95
65000 · Travel - Other	1,028.78
Total 65000 · Travel	7,519.08
66000 · Payroll Expenses	
66100 · Payroll Taxes	
66125 · Missouri - KC	5,921.54
66150 · Jacksonville - FL	2,238.21
66175 · Federal	93,986.43
Total 66100 · Payroll Taxes	102,146.18
66200 · Workers Compensation Insurance	
66210 · Work Comp Ins	78,582.00
66215 · Work Comp Ins - MO	521.00
66200 · Workers Compensation Insurance - Other	-6,082.33
Total 66200 · Workers Compensation Insurance	73,020.67
66300 · Sales	
66300.1 · Kansas City	47,912.85
66300.2 · Jacksonville	99,425.75
66300 · Sales - Other	1,059.28
Total 66300 · Sales	148,397.88
66350 · Dispatch	85,500.29
66360 · Administrative	88,820.53
66370 · Operations	60,104.17
66380 · Workers Compensation - payroll	144.75
Total 66000 · Payroll Expenses	558,134.47
66400 · Recruiting / Job posting fees	1,864.33
66500 · Employee Gifts	2,619.41
66700 · Professional Fees	
66710 · DOT Consultant	12,958.00
66720 · Accounting	6,022.54
66730 · Legal	10,861.00
66740 · Dues and Subscriptions	4,518.25
66700 · Professional Fees - Other	3,752.00
Total 66700 · Professional Fees	38,111.79
66800 · Guaranteed Payments - Owner	54,458.76
67100 · Rent Expense	76,367.66
67110 · Alarm/Security Monitoring	74.95
67200 · Repairs and Maintenance	
67210 · Forklift Maintenance	5,820.59

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07/06/21

Accrual Basis

My Dumpster Guy, LLC
Profit & Loss
 January through December 2020

	Jan - Dec 20
67220 · General Maint. Cans and Trucks	
67221 · Jacksonville	20,582.26
67222 · Kansas City	28,063.64
Total 67220 · General Maint. Cans and Trucks	48,645.90
67200 · Repairs and Maintenance - Other	19,804.97
Total 67200 · Repairs and Maintenance	74,271.46
68100 · Telephone Expense	19,642.94
68600 · Utilities	
68601 · Internet	1,598.55
68600 · Utilities - Other	6,781.09
Total 68600 · Utilities	8,379.64
68650 · Taxes and Licenses	
68651 · Property Tax Expense	67,200.00
68650 · Taxes and Licenses - Other	9,300.19
Total 68650 · Taxes and Licenses	76,500.19
68700 · Freight	17,500.00
69800 · Uncategorized Expenses	0.00
Total Expense	2,702,819.61
Net Ordinary Income	-229,971.21
Other Income/Expense	
Other Income	
EIDL Grant	10,000.00
80001 · Other Income	16,115.31
80002 · Gain/Loss on Sale of Assets	-1,166.66
80003 · PPP Loan Forgiveness Income	233,500.00
Total Other Income	258,448.65
Other Expense	
COVID-19 Expenses	0.00
Total Other Expense	0.00
Net Other Income	258,448.65
Net Income	28,477.44



CERTIFICATE OF LIABILITY INSURANCE

9.F.c

DATE (MM/DD/YYYY)

7/6/2021

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 Commercial Insurance Associates, LLC 103 Powell Court, Ste 200 Brentwood TN 37027	CONTACT NAME: Darlene Phelan PHONE (A/C, No, Ext): 4437740473 FAX (A/C, No): 615-515-6001 E-MAIL ADDRESS: dphelan@com-ins.com														
INSURED My Dumpster Guy, LLC; Brickhouse Properties, LLC 709 Main Street Grandview MO 64030	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Crum & Forster Indemnity Co</td> <td>31348</td> </tr> <tr> <td>INSURER B : Crum & Forster Specialty Ins.</td> <td>44520</td> </tr> <tr> <td>INSURER C : Insurance Company of the West</td> <td>27847</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Crum & Forster Indemnity Co	31348	INSURER B : Crum & Forster Specialty Ins.	44520	INSURER C : Insurance Company of the West	27847	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 2004407058

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GL Ded \$2,500 Poll Ded \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		EPK-135134	4/23/2021	4/23/2022	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ \$1M / \$2M
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		506-901330-9	4/23/2021	4/23/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$		EFX-117654	4/23/2021	4/23/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	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	WTE 5060462 00	4/23/2021	4/23/2022	☒ 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

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

Certificate holder is included as additional insureds on a primary non-contributory basis on the General Liability and Auto Liability, Workers Compensation policies as required by written contract. Waiver of subrogation applies in favor of the certificate holder to the General Liability, Auto Liability and Workers Compensation policies as required by written contract. The Umbrella policy is follow form over the General Liability Auto Liability and Workers Compensation policies.

CERTIFICATE HOLDER

CANCELLATION

City of Ormond Beach
 22 S Beach St.
 Ormond Beach FL 32174

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

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CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Kevin Gray, Deputy Public Works Director

Date: September 8, 2021

Subject: Debris Removal, Reduction and Recovery Contractual Agreement Approval

Commission Goal: N/A

Introduction

This is a request for the City Commission to approve four (4) debris removal, reduction and recovery contractual agreements with Aftermath Disaster Recovery, Ceres Environmental, CrowderGulf and DRC Emergency Services, pursuant to RFP No. 2021-17.

Background

The City of Ormond Beach's Public Works Department handles all smaller scale post-storm debris removal activities with minimal outside assistance. The magnitude of the 2016-17 hurricanes Mathew and Irma, were such that in-house resources alone were inadequate to perform these activities in a timely manner and still accomplish the departmental routine duties.

The current Debris Removal, Reduction and Recovery contract with CrowderGulf and DRC Emergency Services is set to expire on September 9, 2021.

On July 21, 2021, a debris removal RFP committee consisting of the Director of Public Works, Deputy Director of Public Works and the Assistant Finance Director reviewed proposals from the following ten (10) respondents.

Aftermath Disaster Recovery
Prosper, TX

Ceres Environmental
Sarasota, FL

CrowderGulf
Mobile, AL

Custom Tree Care Inc.
Topeka, KS

DRC Emergency Serv.
Galveston, TX

Graham County Land Co.
Robbinsville, NC

KDF Enterprises

Phillips & Jordan

Southern Disaster Rec.

Springville, AL

Knoxville, TN

Greenville, SC

TFR Enterprizes, Inc.
Leander, TX

These proposals were rated in four (4) categories:

- Qualifications and Experience (30)
- References (30)
- Investment Strategy (30)
- Price (10)

It is the opinion of staff, and a preferred method approach of the Federal Emergency Management Agency (FEMA), to have at least four (4) debris removal and recovery contractors under contract, which allows for flexibility in the event of a wide-area disaster.

Attached is a tabulation of the debris removal and recovery contractors, and the points associated. The debris contractors receiving the most points were:

- | | | |
|-------------------------------|-------|-----|
| • Aftermath Disaster Recovery | 73.60 | (4) |
| • Ceres Environmental | 78.33 | (2) |
| • CrowderGulf | 92.66 | (1) |
| • DRC Emergency Services | 75.66 | (3) |

Discussion

For smaller, single-storm events that do not reach the magnitude of severity resulting in the area being declared a federal disaster, Public Works and our solid waste contractor, Waste Pro of Florida, Inc. will continue to provide the recovery and restoration services.

The initial term of this agreement shall be for three (3) years. The City shall have the option of renewing the agreement for two (2) one-year renewals, as approved by the City, at the same terms and conditions by giving the Contractor(s) written notice not less than thirty (30) days prior to the expiration of the initial term.

Budget Impact

In Fiscal Year 2021/22 and throughout the duration of the contractual agreement, no costs will be incurred unless the City enacts the debris removal, reduction and recovery contractual agreement.

Citizen Impact

It is in the best interest of the City to provide for additional resources in the event of a large-scale disaster to return the City to normal operations as quickly as possible.

Recommendation

Staff recommends the City Commission approve the request by staff to enter into contractual agreements with Aftermath Disaster Recovery, Ceres Environmental, CrowderGulf and DRC Emergency Services for debris removal, reduction, and recovery services for the City of Ormond Beach.

Attachments:

- 21-143 Emergency Debris Removal award 4 contracts (P21-0110G) (PDF)
- Aftermath Disaster Recovery agr (PDF)
- Ceres Environmental agr (PDF)
- Crowder-Golf agr (PDF)
- DRC Emergency Services agr (PDF)
- Aftermath Disaster Recovery Inc. submission (PDF)
- Ceres Environmental submission (PDF)
- CrowderGulf submission (PDF)
- DRC Emergency Services submission (PDF)
- RFP 2021-17 Evaluation Summary (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 8/9/2021


Claire Whitley, Assistant City Manager 8/25/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 8/30/2021

RESOLUTION NO. 2021-143

A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF CONTRACTS WITH FOUR (4) FIRMS FOR EMERGENCY DEBRIS REMOVAL SERVICES, UNDER RFP 2021-17; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised a Request for Proposals (RFP No. 2021-17) for emergency debris removal, reduction and disposal services (“the Project”), and

WHEREAS, the City's evaluation committee has reviewed the proposals received and has selected four (4) firms to provide the aforescribed professional services based on the evaluation criteria as stated in the RFP, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The proposals of Aftermath Disaster Recovery, Inc.; Ceres Environmental Services, Inc.; Crowder-Gulf Joint Venture, Inc. and DRC Emergency Services, LLC to provide emergency debris removal, reduction and disposal services are hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute contracts with Aftermath Disaster Recovery, Inc.; Ceres Environmental Services, Inc.; Crowder-Gulf Joint Venture, Inc. and DRC Emergency Services, LLC for the aforescribed services. Copies of the contracts are attached hereto and incorporated herein by reference.

SECTION THREE. All other proposals for the Project shall be deemed rejected upon the execution of all contracts with those firms listed above for emergency debris removal, reduction and disposal services.

SECTION FOUR. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 8th day of September, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

AGREEMENT FOR DEBRIS REMOVAL, REDUCTION AND DISPOSAL

This Agreement made and entered by and between Aftermath Disaster Recovery, Inc., duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1826 Honeysuckle Lane, Prosper, TX 75078 (hereinafter the "Contractor") and the City of Ormond Beach, a chartered municipal corporation, whose address is City of Ormond Beach, 22 South Beach Street, Ormond Beach, Florida 32174 (hereinafter the "City").

WITNESSETH:

Whereas, the City requires a competent and qualified contractor to provide services in support of the City's debris removal, reduction and disposal operations; and

Whereas, the Contractor responded to City of Ormond Beach RFP No. 2021-17 for Debris Removal, Reduction, and Recovery operations;

Whereas, Contractor was one of four contractors selected by the City to perform such services for the City; and

Whereas, the City has determined that the Contractor is fully qualified to render the required services. Among the factors considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual; and

Whereas, it is anticipated that the services provided by the Contractor may be needed by the City after declared storm events; and

Whereas, it has been determined that the execution of this Agreement is beneficial to the people of the City of Ormond Beach, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by the Contractor and City, the parties agree and stipulate as follows:

1. **DEFINITIONS** as listed on Exhibit B.

2. **ORDER OF PRECEDENCE**

2.1. Exhibits A through H are attached hereto and incorporated herein as part of this Agreement. In the event of any inconsistency between this Agreement and its attached exhibits, the attached exhibits shall be controlling.

3. **SCOPE OF WORK**

3.1. **Scope of Services.** The Contractor shall provide services under this Agreement in accordance with the Scope of Services set forth in Exhibit "A."

3.2. **Performance Criteria:**

3.2.1. All Work or Services shall be performed in accordance with the Contract Documents.

3.2.2. All labor necessary to complete the Scope of Work shall be performed in a good and competent workmanlike manner to the satisfaction of the City.

3.2.3. The City shall not provide vehicles or equipment to the Contractor to perform the duties required under this Agreement nor will the City pay for any business, travel, office, or training expense or any other contract performance expense not specifically set forth in the scope of services of this Agreement.

3.2.3.1. The Contractor is not exclusively bound to the City and may provide service to other private and public entities as long as the service by the Contractor for such entities does not conflict with the Contractor's services to the City under this Agreement.

3.2.3.2 The City is not exclusively bound to utilize the services of Contractor for debris removal, reduction or disposal.

3.2.4. **Changes to Scope of Work**. The City may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment to the Agreement signed by the City and the Contractor.

If the Contractor believes that any particular work is not within the scope of the work of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the Agreement as written, the Contractor will be ordered to and shall continue with the work as changed and at the costs stated for the work within the scope. The Contractor must assert its right to an adjustment under this clause with 30 (thirty) days from the date of receipt of the written order.

3.2.5. **Time is of the Essence**. Time is of the essence for all work performed under this Agreement and all Projects performed in accordance herewith.

3.2.6. **Independent Contractor**. For each purpose related to this Agreement, Contractor's contractors or subcontractors shall be independent contractors with respect to the City and nothing herein shall create any association, partnership, joint venture or agency relationship between them.

3.2.7. City and Contractor shall exhaust all methods to resolve issues, including but not limited to, the Dispute Resolution procedures in Section 14 of this Agreement before any action is taken to declare the City or Contractor in default of this Agreement.

4. TERM OF CONTRACT

4.1. The Term of this Agreement shall commence on the Effective Date of this Agreement or when it is fully executed by all parties and shall have an initial term of three (3) years

from the Effective Date followed by two one (1) year renewal terms as approved by the City, at the same terms and conditions by giving the Contractor written notice prior to the expiration of the previous term.

The expiration of the Term of this Agreement shall have no effect upon this Agreement if renewed by the City. This Agreement may be renewed by the City if the City determines that renewal is in the best interest of the City. Said renewal shall be in writing and made a part of this Agreement and shall incorporate this Agreement by reference.

- 4.2. The Work or Services to be rendered by the Contractor shall be commenced, as specified in this Agreement as may be requested by the City for Projects issued hereunder, and shall be completed within the time specified therein.

5. CONTRACT PRICE AND COMPENSATION

- 5.1. In consideration of the performance of this Agreement by the Contractor, the City agrees to pay the Contractor monthly for services rendered and invoiced per Exhibit A and otherwise provided by this section and in accordance with the rates detailed in Exhibit C.

5.1.1. **Payments and Invoices.** Invoices or payment requests shall be addressed by Contractor and submitted to the City's Public Works Operations Manager in accordance with Exhibit A.

5.1.2. The City may withhold payment of any specific invoiced charges that it disputes in good faith and pay all undisputed charges on the invoice.

5.1.3. **Taxes.** City is a tax exempt entity and shall not be charged or invoiced for the payment of taxes for work or services performed under this Agreement.

5.1.4. **Contractor's Continuing Obligations.** Contractor's obligation to perform Work or Services in accordance with the Contract Documents shall be absolute. Neither approval of any progress nor payment to Contractor, nor any payment by City to Contractor under the Contract Documents nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by City shall constitute an acceptance of Work or Services not in accordance with the Contract Documents.

5.1.5. **Waiver of Claims.** Once the contract expires, or final payment has been requested and made, Contractor shall have no more than 30 calendar days to present or file any claim against the City concerning this Agreement. After that period, the Contractor will have waived any right to claims against the City concerning this Agreement.

6. TERMINATION

- 6.1. **Termination for Convenience.** This Agreement may be terminated by the City for convenience, with or without cause, in accordance with this Section 6 - Termination, in whole or in part from time to time upon thirty (30) days written notice to the Contractor. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of Work under this

Agreement is terminated, and the subsequent date upon which such termination becomes effective.

- 6.1.1 In the event this Agreement is terminated for convenience by City, Contractor shall be paid in accordance with terms of Section 5, to the date of termination. Upon being notified of City's election to terminate for convenience, Contractor and its Subcontractors shall refrain from performing further work or incurring additional expenses under the terms of this Agreement which is not specifically authorized in the Notice of Termination.

If termination of this Agreement occurs for any reason:

- 6.1.1.2. Except as otherwise provided in this Agreement, Contractor shall return to the City all City Confidential Information in Contractor's possession and shall certify in a written document signed by the Contractor and Public Works Operation Manager or his designee or any Amendment thereto then notice that all such information has been returned.
- 6.1.1.3. For all undisputed outstanding invoices submitted to the City prior to the effective date of the termination, the City shall cause payments to be made to Contractor within thirty (30) days of receipt of invoice. Contractor shall invoice the City for any sums Contractor claims to be owed by City under this Agreement for work performed from the last invoice to the effective date of termination. City will review such invoice for payment within fifteen (15) days of receipt and City will pay any undisputed amount within thirty (30) days.
- 6.2. After receipt of a Notice of Termination, and except as otherwise directed by the City, the Contractor shall:
- 6.2.1. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
- 6.2.2. Place no further orders or subcontracts for materials, Services or Work or facilities, except as may be necessary for completion of such portion of the Work under this Agreement as it is not terminated.
- 6.2.3. Terminate all orders and subcontracts pursuant to this Section 6 - Termination to the extent that they relate to the performance of Services or Work terminated by the Notice of Termination.
- 6.2.4. Assign to the City, in the manner, at the times and to the extent directed by the City, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- 6.2.5. With the approval of the City and to the extent required by the City, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. City's approval of such settlements shall be final for all the purposes of Section 6 - Termination.

6.2.6. Complete performance of such part of the Work or Services as shall not have been terminated by the Notice of Termination.

6.3. The Contractor may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to the City's Contract Administrator in the form of a Notice of Termination. After the City's receipt of such Notice of Termination, the Contractor shall submit to the City its termination claim, in the form and with a certification as prescribed by the City. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the City, upon request of the Contractor made in writing within such thirty (30) day period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the City may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

6.4. **Termination for Non-appropriation.**

6.4.1. This Agreement may be terminated in whole or in part by the City if the City does not appropriate the funding in any fiscal year necessary to pay the Compensation set forth in Section 5. Any such termination shall be effected by the delivery of Notice of Termination. A Notice of Termination shall specify the extent to which this Agreement is terminated and the date upon which termination will become effective.

6.4.2. In the event that this Agreement is terminated in whole for nonappropriation by the City, Contractor shall be paid to the date of termination in accordance with those rates established by Exhibit C.

6.5. Any provision of this Agreement that imposes or contemplates continuing obligations on a party, will survive the expiration or termination of this Agreement.

7. RESPONSIBILITY OF CONTRACTOR

7.1. Consistent with Section 3, Contractor's performance of Work or Services shall be in accordance with the terms and conditions of this Agreement. The Contractor's performance of Work or Services shall be as a contractor to the City to carry out the activities of the Scope of Work or Services under the direction of the City's Public Works Operations Manager, or his designee.

7.1.1. Contractor represents, covenants, and agrees that there are no obligations, commitments, or impediments of any kind that shall limit or prevent Contractor's performance of the Work or Services.

7.1.2. The Contractor agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the City.

7.1.3. Contractor represents, covenants, and agrees that all of the Work or Services to

be furnished by Contractor under this Agreement from the inception of this Agreement until the termination of this Agreement, shall be of the standard and quality that prevail among similarly situated contractors engaged in the Contractor's profession or practice in the State of Florida under the same or similar circumstances involving the same or similar Service or Work.

7.1.4. Contractor covenants and agrees as follows:

7.1.4.1. That Contractor recognizes that its special talent, training, and experience caused the City to select Contractor to perform services for the City;

7.1.4.2. That Contractor accepts the relationship of trust and confidence established between Contractor and the City by this Agreement;

7.1.4.3. That Contractor shall use its best efforts, skill, judgment, and abilities to perform all Work or Services under this Agreement; and,

7.1.5. Contractor represents, covenants, and agrees that its firm or business is duly registered and licensed to conduct business in the State of Florida and that the person executing this Agreement is a duly authorized and designated representative of Contractor directly in charge of the professional work and is duly registered and licensed under Florida law and pursuant to this Agreement.

7.1.6. Contractor represents, covenants, and agrees that it shall be liable for all errors or omissions proximately caused by Contractor, if any, in judgment relative to the Work or Services performed under this Agreement.

7.1.7. Contractor covenants and agrees to furnish efficient business administration of the Project and perform all Work or Services in the most expeditious and economical manner consistent with the standard of care applicable to a Contractor with the degree of skills and diligence normally employed by a licensed professional in his field, performing the same or similar services.

7.1.8. Contractor covenants and agrees that it shall, at its own cost, make good any defects in its Work or Services as soon as Contractor becomes aware of such defects or is notified of such defects. Should Contractor refuse or neglect to make good such defects within a reasonable time after receiving notice requesting such remedial work, then City shall be entitled to make good such defective Services at the expense of Contractor and/or terminate this Agreement. This commitment by Contractor is in addition to, and not in substitution for, any other remedy for defective Work or Services that City may have at law or in equity.

7.2. **Assurance.** Contractor gives City its assurance that all Work or Services performed under this Agreement shall be timely performed in a competent and workmanlike manner and in accordance with the specifications and requirements of the Contract Documents or approvals required under the Contract Documents. All Work not conforming to the specifications and requirements of the Scope of Work or approvals as set forth in the Scope of Work or Services shall be considered materially defective and constitute a breach of this Agreement.

- 7.3. All Work performed by Contractor including all general provisions, special provisions, project specifications, addendum, written interpretations, and written orders for minor changes in Work, shall comply with the Scope of Work or Services and all applicable local laws, codes, ordinances and statutes. Work not covered by Contract Documents shall not be required in a Project unless the City in its sole discretion determines that it is required by reasonable inference as being necessary to produce the intended Deliverable(s).
- 7.4. Contractor shall supervise and direct all Work or Services efficiently and with its best skill and in a competent and workmanlike manner.
- 7.5. **Concerning Subcontractors**
- 7.5.1. Contractor shall not employ any subcontractor, other person or organization against whom the City may have reasonable objection, nor shall Contractor be required to employ any subcontractor against whom it has reasonable objection. Contractor shall not make any substitution for any subcontractor who has been accepted by the City without the City's approval.
- 7.5.2. City's disapproval or requirement of removal or replacement of Contractor's employee or subcontractor shall be deemed for lawful reasons if in City's reasonable judgment, such Contractor 's employee or subcontractor poses a threat or causes harm to the health, welfare, safety, or morale of the City or its agencies, personnel or property or who fails any drug test administered in connection with this Agreement, or who has been convicted of a felony or a misdemeanor involving "moral turpitude" or has been released or dishonorably discharged or separated under conditions other than honorable from any of the Armed Forces of the United States.
- 7.5.3. Contractor shall be fully responsible for all negligent acts and omissions of its subcontractor and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any money due any subcontractor, except as may otherwise be required by law. City may furnish to any subcontractor to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.
- 7.6. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents and the terms and conditions of Section 13 of this Agreement for the benefit of the City.
- 7.7. The Contractor shall require all subcontractors or outside associates employed in connection with the performance of this Agreement to comply fully with the terms and conditions of this Agreement between the City and the Contractor.
- 7.8. Any subcontractors or subcontractors and/or outside associates required by the Contractor in connection with the services covered by this Agreement will be limited to such individuals or firms as are specifically identified for each Project assigned under

this Agreement. Any substitution of such subcontractors or associates will be subject to the prior written approval of the City Public Works Operations Manager.

8. INDEMNIFICATION

- 8.1. **Personal Injury and Property Damage.** Contractor shall, at its own expense, indemnify and hold harmless and defend the City and its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and its subcontractors or agents performing Work or Services under this Agreement, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Contractor, any of Contractor's subcontractors, anyone employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by a party indemnified under this section. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Agreement.
- 8.2. In all claims against the City or any of its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees by any employee of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor, contractor or any subcontractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 8.3. **Payment of Contractor's Subcontractors.** Contractor shall save and hold the City harmless from any and all claims or actions by Contractor's subcontractors for payment of monies such subcontractor claims to be owed by Contractor for Work performed under this Agreement.
- 8.4. Nothing in this Agreement shall create any obligation on the part of the City to pay directly to any subcontractors of Contractor any monies due to such subcontractor or claims of a subcontractor for amounts owed by Contractor to subcontractor for Work performed under this Agreement.

9. LIMITATION OF LIABILITY AND REMEDIES

- 9.1. **Sovereign Immunity.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort, contract or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the

benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

- 9.2. **No Third Party Beneficiaries.** Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 9.3. **Limitations on Damages.** If Contractor should become entitled to claim damages against the City for breach of contract arising from this Agreement, City will be liable only for the amount of the Contractor's actual direct damages up to the amount of the contract price that is the subject of the claim. In no event shall either Party be liable to the other for any incidental, indirect, special, punitive or consequential damages even if the Party knew or should have known about the possibility of such damages for any provision of this Agreement.
- 9.4. **Liquidated Damages.** Should the Contractor fail to complete requirements set forth in this Agreement, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time. Therefore, the Contractor shall pay the City, as liquidated damages, the following:
 - 9.4.1 The Contractor shall pay the City, as liquidated damages, \$5,000.00 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Release Orders.
 - 9.4.2 The Contractor shall pay the City, as liquidated damages, \$1,000.00 per load of disaster debris collected in the City that is not disposed of at an approved DMS or City Designated Final Disposal Site. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing the material to an unauthorized location.
 - 9.4.3 The Contractor shall pay the City, as liquidated damages, \$100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (60) inches remains on the site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection sites(s).
 - 9.4.4 The Contractor shall pay the City, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s).

10. **PUBLIC WORKS OPERATIONS MANAGER**

- 10.1. The Work or Services shall be provided by the Contractor under the direction of the Public Works Operations Manager, or his designee, except as limited by the City's Purchasing and Contracts Procedures, who shall have decision authority subject to the requirements of the City's Purchasing Procedures Manual for all phases of the Work, including general direction, review and approval of the Work or Services.

- 10.2. Neither the Public Works Operations Manager's review, approval or acceptance of, nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Contractor's negligent performance of the services furnished under this Agreement.

11. AUDIT AND EXAMINATION OF RECORDS

- 11.1. For purposes of verifying that invoices submitted, in conjunction with the negotiation of this Agreement or any agreement change or other modification are accurate, complete, and current, the City Public Works Operations Manager, or City's authorized representative(s), shall - until the expiration of three (3) years from the date of final payment under this Agreement - have the right to examine those books, records, documents and other supporting data that will permit adequate evaluation of the invoices submitted, along with the computations and projections used therein, which were prepared by the Contractor in connection with work under this Agreement. Unless the price is based on established catalog or market prices of commercial items sold in substantial quantities to the general public or prices are set by law or regulation. The Contractor agrees to insert the substance of this clause in all subcontracts hereunder so as to apply until three (3) years after final payment under the subcontract.

12. INSURANCE AND PERFORMANCE AND PAYMENT BONDS

12.1. General Insurance Requirements:

- 12.1.1. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
- 12.1.2. Approval by City of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of Work or Services by the Contractor or its Subcontractors for the entire term of this Agreement and for such longer periods of time as may be required under other clauses of this Agreement.
- 12.1.3. Waiver of Subrogation. The City and the Contractor hereby waive all rights against each other, their Subcontractors to the extent of the risk coverage by any insurance policy required hereunder for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of this Agreement. The Contractor shall require similar waivers from all its Subcontractors. This provision applies to all policies of insurance required under this Agreement (including Workers' Compensation, and general liability).
- 12.1.4. City Not Liable for Paying Deductibles. For all insurance required by Contractor, the City shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing Work or Services on behalf of the Contractor or for

the Contractor's benefit under this Agreement.

- 12.1.5. Cancellation Notices. During the term of this Agreement, Contractor shall be responsible for promptly advising and providing the City's Risk Management and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the City under this Agreement within two (2) calendar days of receipt of such notice or change.
- 12.1.6. For all on-site Work performed by Contractor, the City shall be named as an additional insured or additional named insured subject to review and determination by City's Risk Manager on all policies required under this Agreement.
- 12.1.7. Deductibles. For purposes of this Agreement, Contractor shall not obtain an insurance policy with a deductible or self-insurance provision.

12.2. Proof of Insurance

- 12.2.1. The Contractor and its Subcontractors shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
- 12.2.2. The Contractor shall furnish proof of insurance acceptable to the City prior to or at the time of execution of this Agreement and the Contractor shall not commence Work or provide any Service until the Contractor has obtained all the insurance required under this Agreement and such insurance has been filed with and approved by the City. Upon request from the City, the Contractor shall furnish copies of the following types of insurance policies and any changes or amendments thereto, immediately, to the City and City's Risk Management and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. This Agreement may be terminated by the City, without penalty or expense to City, if at any time during the term of this Agreement proof of any insurance required hereunder is not provided to the City.
- 12.2.3. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section 12. No Work or Services by Contractor or its Subcontractors shall be commenced until City has approved these policies or certificates of insurance. Further, the Contractor agrees that the City shall make no payments pursuant to the terms of this Agreement until all required proof or evidence of insurance has been provided to the City. This Contractor may be terminated by the City, without penalty or expense, if proof of any insurance required hereunder is not provided to the City.
- 12.2.4. The Contractor shall file replacement certificates with the City at the time of expiration or termination of the required insurance occurring during the term of this Agreement. In the event such insurance lapses, the City expressly

reserves the right to renew the insurance policies at the Contractor's expense or terminate this Agreement but City has no obligation to renew any policies.

12.3. **Required Types of Insurance**

The Contractor shall purchase and maintain, at its own expense, during the term of this Agreement the following types and amounts of insurance in the form and from companies satisfactory to the City.

Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
 \$100,000. Each Employee Bodily Injury by Disease
 \$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly

with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- a. Premises and Operations
 - b. Owners' & Contractors' Protective
 - c. Products & Completed Operation
 - d. Explosion, Collapse & Underground Conditions
 - e. Blanket Contractual Liability
 - f. Personal Injury Liability
 - g. Broad Form Property Damage Endorsement, including Completed Operations
 - h. Independent Contractors
 - i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
 - j. Pollution Liability (if applicable)
 - k. Asbestos Abatement (if applicable)
 - l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)

\$250,001 - <u>\$3,000,000</u>	\$1 Million Each Occurrence \$1 Million General Aggregate * \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be

deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

12.4 **Performance and Payment Bonds**

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of

credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
 9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
 10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.
- 12.5. The provisions of this section shall survive the cancellation or termination of this Agreement.

13. **LOCAL GOVERNMENT POLICIES & FHWA-1273 REQUIRED PROVISIONS**

- 13.1. **Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) 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 the 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 Clerk, in a format that is compatible with the information technology systems of the City.
 - (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

- 13.2. **Financial Records.** Contractor agrees to maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. City shall have the right to audit the books, records, and accounts of Contractor that are directly related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years the books, records, and accounts shall be retained until resolution of the audit findings; provided, however, that it shall be City's responsibility to notify Contractor of the pendency of such audit. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.
- 13.3. **Payments Subject to Appropriation.** Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year of City is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. If at any time funds are not appropriated for the Services and Deliverables provided or to be provided under this Agreement, cancellation shall be accepted by Contractor with thirty (30) days prior written notice, but failure to give such notice shall be of no effect. Termination by the City due to nonappropriation shall be without a termination charge by Contractor. City shall not be obligated to pay Contractor under this Agreement beyond the date of termination except as set forth in Section 6 – Termination. City's obligation to pay Contractor is limited to the budgeted amount for a fiscal year approved by the City Commission for the then current fiscal year of this Agreement and is otherwise limited to legally available non-ad valorem tax revenues. Contractor shall have no right to compel the City Commission to appropriate funds for any fiscal year to pay the compensation set forth in Section 5 – Contract Price and Compensation. The parties agree to review the Project Work Plan and remaining work to be performed in advance of each new fiscal year for the City to compare the funding allocated for the next fiscal year to the cost of the remaining Scope of Work, to determine whether or not the allocated funding will be adequate to cover all Work in this Agreement to be completed in the next fiscal year. The cost of

the remaining Work shall be the agreed price for each service under this Agreement less all amounts paid and less all amounts on pending undisputed invoices. Unless the parties agree that the funding allocated for the next fiscal year is adequate for the next fiscal year's Work, either party may terminate this Agreement in accordance with the provisions of Section 6 – Termination.

13.4. No Contingent Fees.

13.4.1. Neither Contractor nor any parent or subsidiary corporation has employed or retained any company or persons, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that they have not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, City shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

13.4.2. For the breach or violation of this section, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the outstanding Project fees, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

13.5. **No Code Violation or Past Due Debt.** Contractor warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the City Code of Ordinances, and does not owe the City any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Agreement and the City shall have the right to terminate this Agreement as set forth herein. Contractor expressly agrees that the City may withhold from any payment or monies owed to Contractor any amounts due the City from Contractor for any legal obligation of Contractor to the City, including without limitation real property taxes, personal property taxes, fees, and commissions.

13.6. **Changes due to amendment to applicable laws.** The Contractor acknowledges that its provision of services is strictly subject to federal and state laws and regulations which may, from time to time, be amended by the appropriate jurisdictions. In the event that any such federal or state law, regulation or agency guideline is amended after the effective date of this Agreement, the City may initiate an amendment to this Agreement reflecting that change in applicable federal or state law, regulation or guideline. The Contractor shall fully cooperate and approve such amendment. Failure of the City to initiate such an amendment shall not relieve the Contractor for compliance with all applicable federal and state laws, regulation or guideline in its provision of services under this Agreement.

13.7. **Compliance with Applicable Laws.** Contractor shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Agreement. Contractor shall comply with all contract requirements of FHWA-1273 for federal aid construction

contracts. All such requirements are physically incorporated into this Agreement by attachment of Exhibit D to this Agreement. Contractor shall protect and indemnify City and all its officers, agents, servants and employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused or committed by Contractor, its representatives, subcontractors, professional associates, agents, servants or employees. Additionally, Contractor shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Agreement from the federal government, State of Florida, City of Ormond Beach or municipalities when legally required and maintain same in full force and effect during the term of this Agreement.

- 13.8. **Drug Free Workplace.** The City is a drug-free and smoke-free workplace. Contractor agrees that it shall provide a drug-free environment to its personnel during the Terms of this Agreement and will comply, subject to the prior receipt thereof, with the City's policies on drug-free and smoke-free work place during the term of this Agreement.
- 13.9. **Background Checks.** Contractor understands that a valid State of Florida picture identification and annual background checks through the Florida Department of Law Enforcement (FDLE) will be required for all personnel working at any City Facility. These checks shall be reviewed and mutually approved by the Contractor and City Public Works Operations Manager prior to an employee starting work at any City site(s). All cost associated with obtaining the required clearances shall be the responsibility of the Contractor.
- 13.10. **Employment of Illegal Aliens.** Contractor certifies that it does not knowingly or willingly and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- 13.11. **Nondiscrimination and Americans with Disabilities Act.** Contractor shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Agreement. Contractor agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing all Services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In performing under this Agreement, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

14. **DISPUTE RESOLUTION**

- 14.1. If Contractor disputes any determination by the City Public Works Operations Manager, or his designee, that some or all of an invoice shall not be paid, the determination shall be appealed by the Contractor to the City Manager within fifteen (15) days of notification to the Contractor that some or all of the disputed invoice will

not be paid. The City Manager, or her designee, shall schedule and conduct a hearing within ten (10) days of the receipt of the notice of appeal. The City Manager, or her designee, will render a decision on the appeal within five (5) business days from the date of the hearing. The decision of the City Manager is final administrative action. Either party may appeal the decision of the City Manager by petition for writ of certiorari to the Circuit Court in and for Volusia County. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the City Manager. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

15. CLAIMS NOTICE

- 15.1. The Contractor shall timely report in writing to the City's Director of Risk Management any incident which it believes might result in a claim or claims against the City under any of the coverages mentioned herein.

Name:	Risk Management Department
Address:	22 South Beach Street Ormond Beach, Florida 32174
Telephone:	(386) 676-3323
Fax:	(386) 676-3229

16. SUCCESSORS AND ASSIGNS

- 16.1. City and Contractor each binds itself and its partners, successors and successors in interest, affiliates, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement. Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without first providing City with a processing fee of Five Hundred Dollars (US\$500.00) and obtaining City's prior written consent, which consent City may withhold, limit and/or condition in City's sole discretion, including, but not limited to posting a performance bond. Any consent by the City under this section shall be by written amendment to the Agreement in a form and substance specified by the City in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall, no less than one hundred twenty (120) days prior to the assignment's proposed effective date, provide City with a written request for City's consent.

- 16.1.1. Failure by the Contractor to obtain the City's consent in accordance with this section prior to assignment or other conveyance shall: 1) constitute a material breach of the Agreement; and 2) entitle the City to retain any and all legal rights, claims and defense to enforce this section, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the City in accordance with the Agreement to the Contractor or any person or entity prior to the Contractor obtaining the City's consent to the assignment shall not constitute a waiver of the rights of the City under this section.

16.1.2. Nothing herein shall preclude the right of the City to waive its rights under this section but no waiver shall be granted by the City without amendment to the Agreement. The Contractor is hereby placed on notice that the City may demand a discount of up ten percent (10%) from those rates or compensation for the goods or services established in the Agreement as a condition to execution of the amendment. Neither City nor Contractor shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

17. ADDITIONAL RIGHTS AND REMEDIES.

17.1. The rights and remedies of the Parties provided for under this Agreement are in addition to any other rights and remedies provided by law; the Parties may assert their right of recovery by any appropriate means including, but not limited to, set-off, suit, with-holding, recoupment, or counterclaim, either during or after performance of this Agreement.

18. CONTROLLING LAW

18.1. This Agreement is to be governed by the laws of the State of Florida. Venue for any litigation between the parties to this Agreement shall be in the State Circuit Court in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

19. MODIFICATIONS TO AGREEMENT

19.1. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

20. NOTICE

20.1. All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

In the case of City:	with a copies of legal notices to:
City of Ormond Beach Attn: Director of Purchasing Address: 22 South Beach Street Ormond Beach, Florida 32174 Phone: (386) 676-3223 Fax: (386) 676-3374	City of Ormond Beach Attn: City Attorney Address: 173 South Beach Street Ormond Beach, Florida 32175 Phone: (386) 676-3392 Fax: (386) 676-3321

In the case of Contractor:	with a copy of legal notices to:
Melanie Corley, President Aftermath Disaster Recovery, Inc. 1826 Honeysuckle Lane Prosper, TX 75078	Melanie Corley, President Aftermath Disaster Recovery, Inc. 1826 Honeysuckle Lane Prosper, TX 75078

21. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.
22. **Verification of Employment Status Using E-Verify System**
- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
 - (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 - (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.
23. This Agreement, together with any exhibits, schedules, attachments and amendments thereto, and constitute the entire Agreement between City and Contractor and supersede all prior written or oral understandings.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first below written.

AFTERMATH DISASTER RECOVERY, INC.

CITY OF ORMOND BEACH

By: _____
Name: _____
Title: _____

By: _____
Bill Partington
Mayor

Attest: _____
Name: _____
Title: _____

Attest: _____
Joyce Shanahan
City Manager

Dated: _____

Dated: _____

Exhibit A – Scope of Work
Exhibit B – Project Specific Definitions
Exhibit C – Rate Structure
Exhibit D – FHWA Form 1273
Exhibit E – FHWA Buy America
Exhibit F – Sample Load Ticket
Exhibit G – Hazardous Stump Extraction and Removal Eligibility
Exhibit H – City Map with Zones

EXHIBIT "A"

SCOPE OF SERVICES

Description of Designated Areas

- A. The designated area for debris removal (the City right-of-way) is bounded by the City limits of Ormond Beach and includes public property and Right-of-Ways (ROW), City parks and City debris staging areas within the incorporated areas of the City and may include private segments within the jurisdictional boundaries of the City (see Exhibit G). The City Debris Manager may also authorize the Contractor to perform debris removal on non-City roadways, waterways or other areas, as directed in writing by the City Debris Manager. If tasked with debris removal from Federal Aid Highway segments within Florida Department of Transportation, District 5 under the Federal Highway Administration (FHWA) Emergency Relief (ER) Program, the Contractor will be required to provide crews separate from those providing City ROW debris removal services. The crews allocated to provide debris removal from FHWA-ER eligible roadways will only collect debris from FHWA-ER eligible roadways. Further, the Contractor shall abide by all eligibility requirements and guidance set forth by FHWA for debris removal on FHWA-ER Program Eligible roadways to include those identified in Exhibit B – FHWA Form 1273.
- B. The City Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.
- C. All debris identified by the City Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the City is at the discretion of the City Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the City Debris Manager in writing.
- D. Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.
- E. Contractor shall deliver all disaster related debris to a City approved Debris Management Site (DMS) or City Designated Final Disposal Site that have been

approved to receive storm-generated debris and adhere to all local, state and federal regulations.

- F. The City will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the City, the City may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the City. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and the Florida Department of Environmental Protection (FDEP). All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use.
- G. The Designated Final Disposal Site is the Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124. Additional City Designated Final Disposal Sites may be approved by the City in writing depending on the severity of the disaster and the amount of debris generated.
- H. All City Designated Final Disposal Sites must be approved, in writing, by the City Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the City Debris Manager.
- I. Payment for disposal costs such as tipping fees incurred by the Contractor at a City Designated Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the City as a pass through cost. Prior to reimbursement by the City, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haulout ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the City Designated Final Disposal Site.
- J. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.
- K. The City reserves the right to inspect DMS, verify quantities and review operations at any time.

- L. The City, at its sole discretion, may elect to perform work with in-house forces or additional contract forces.

Scope of Services

All debris removal and disposal management services shall be in accordance with all applicable federal and state laws, and environmental regulations. Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City Debris Manager. Work shall also include the clearing and removing of any and all "Eligible" debris as most currently defined (at the time written Notice to Proceed orders are issued and executed by the City for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, Federal Highway Administration (FHWA) Emergency Relief (ER) Program to include those identified in Exhibit B – FHWA Form 1273 and as directed by the City Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA or FHWA during the course of a debris removal project. The aforementioned definition of "Eligible" applies to all uses throughout this Scope of Services. Work will include: examining debris to determine whether or not debris is Eligible; loading the debris; hauling debris to City approved DMS(s) or City Designated Final Disposal Site(s); reducing disaster related debris; hauling reduced debris to a City Designated Final Disposal Site; disposing of reduced debris at a City Designated Final Disposal Site or ORSWMF and supporting documentation. Debris not defined as Eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled, dumped or reimbursed under this contract unless written instructions are given to the Contractor by the City Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Notice to Proceed orders, unless otherwise directed by the City Debris Manager, in writing. This includes, but is not limited to:

1. Emergency Road Clearance

At the request of the City this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from City roadways, to make them passable immediately following a declared disaster event. All roadways designated by the City Debris Manager shall be clear and passable within 70 working hours of the issuance of Notice to Proceed from the City to conduct emergency roadway clearance work. The City may choose to extend the Contractor's 70 hour limit through a written request. Clearance of these roadways

will be performed as identified by the City Debris Manager. The Contractor shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. Eligible ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible disaster-related vegetative debris existing on the City ROW to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, Eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of Eligible vegetative debris existing in the City will be performed as identified by the City Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS or a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- e. Entry onto private property for the removal of Eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.
- f. The Contractor must provide traffic control as conditions require or as directed by the City Debris Manager.

3. Eligible ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible Construction and Demolition (C&D) debris existing on the City ROW to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, Eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of Eligible C&D debris existing in the City ROW will be performed as identified by the City Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific ROE legal and operational procedures.
- f. The Contractor must provide traffic control as conditions require or directed by the City Debris Manager.

4. DMS(s) Management, Operations and Reduction Through Grinding

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through grinding of Eligible disaster related debris. Grinding must be approved by the City Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.

- g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
- h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 6. Depending on the volume of HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.
- j. Contractor is responsible for providing twenty-four (24) hour DMS(s) security.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (**See Debris Site Tower Specifications**).
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

5. DMS(s) Management, Operations and Reduction Through Air Curtain Incinerators

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of Eligible disaster related debris. ACI reduction must be approved by the City Debris Manager, Division of Forestry, FDEP and any other applicable regulatory agencies as required prior to commencement of reduction

activities. DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDEP. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDEP guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s)
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
- h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 7. Depending on the volume of HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.
- j. Contractor is responsible for providing twenty-four (24) -hour DMS(s) security and fire tender.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (**See Debris Site Tower Specifications**).

- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

6. Haul-Out of Reduced Debris to a City Designated Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced Eligible material such as ash, compacted C&D, mulch, etc., existing at a City approved DMS(s) to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the City for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-City Designated Final Disposal Site.

7. Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous trees six (6) inches or greater in diameter, measured 4.5 feet from the base of the tree and Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW. Debris generated from the removal of Eligible hazardous trees and Eligible hanging limbs two (2) inches or greater existing in the City ROW will be placed in the safest possible location on the City ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous leaning trees less than six (6) inches in diameter, measured 4.5 feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The City will not compensate the Contractor for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all Eligible hazardous leaning trees and Eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW then Contractor must load the resulting debris as Eligible hazardous leaning tree or Eligible hazardous hanging limbs as they are removed.

- a. Eligible hazardous trees will be identified by the City or its authorized representative for removal. Removal and placement of Eligible hazardous trees six (6) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. In order for leaning or hazardous trees to be removed and Eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
 1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
 2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
 3. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
 4. The tree has a split trunk that exposes heartwood.
- b. Eligible hazardous hanging limbs will be identified by the City or its authorized representative for removal. Removal and placement of Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. In order for hanging limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:
 1. The limb is greater than two (2) inches in diameter.
 2. The limb is still hanging in a tree and threatening a public-use area.
 3. The limb is located on improved public property.

8. Removal of Eligible Hazardous Stumps

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree existing on the City ROW. Further, debris generated from the removal of uprooted stumps existing on the City ROW will be transported to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and twenty-four (24) inches or less in diameter will be considered normal Eligible vegetative debris and removed in accordance with scope of services item 2. The diameter of Eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See

Exhibit C – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

- a. Eligible hazardous stumps will be identified by the City or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. In order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:
 1. Fifty percent (50%) or more of the root ball is exposed.
 2. The stump is on City ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Exhibit C – FEMA DAP 9523.11). The City or its authorized representative will measure and certify all Eligible stumps prior to removal.

9. Eligible Household Hazardous Waste Removal Transport and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of Eligible HHW from the ROW to a TSDF.

- a. The removal, transportation and disposal of Eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. All HHW shall be managed as hazardous waste and disposed of at a permitted Hazardous Waste TSDF.

10. Eligible ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of Eligible white goods from the ROW, removal of refrigerants, transportation to a City approved DMS, decontamination, and transportation to a City approved facility for recycling.

The designated facility for recycling must be approved in writing by the City. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged. White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

- a. The removal, transportation and recycling of Eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
 1. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.
- b. The Contractor shall recycle all Eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- c. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a designated City approved DMS for refrigerant removal by the Contractor's qualified technicians.

11. Eligible E-Scrap Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper disposal of Eligible E-Scrap from the ROW to a City Designated E-scrap recycling facility. Eligible E-Scrap includes, but is not limited to, televisions, computers, computer monitors and microwaves in areas identified and approved by the City. The Contractor shall recycle or dispose of all Eligible E-Scrap Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

12. Eligible Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a City Designated Final Disposal Site. Contractor shall coordinate activities with the City of Ormond Beach/Volusia County Animal Services Division and the Volusia County Health Department.

13. Other Debris Removal Work

- a. Marine Debris Removal - The Contractor shall clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by the City, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the City or its representative.
- b. Sand Screening - The Contractor shall screen all sand to remove Eligible debris deposited as a result of a natural or manmade disaster as directed by the City, in writing. 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 or designated site. Eligible debris removed from the sand shall be collected, hauled and processed at the DMS.

14. Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the City. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of Non-RACM structures, as well as Eligible scattered C&D debris on private property, will be transported to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- b. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
- c. Removal and transportation of Eligible Non-RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
- d. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

- e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

15. Eligible Demolition, Removal, Transport and Disposal of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible RACM structures on private property within the jurisdictional limits of the City. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of structures, as well as Eligible scattered C&D debris on private property, will be transported to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- b. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
- c. Removal and transportation of Eligible RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
- d. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

Technical Specifications

Notice To Proceed Orders

The City Public Works Director or representative shall issue official written Notice to Proceed (NTP) orders for the services referenced in this contract. The NTP orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. If the Contractor's authorized representative is on site in the City then the NTP orders will be hand delivered. Under no circumstances shall the City be liable for any services rendered unless the written NTP orders have been sent and received by the Contractor(s). Contractor(s) must acknowledge receipt of the NTP orders in writing to the City Public Works Director or representative.

Documentation Management and Support

The Contractor shall provide data management and support to the City during the disaster recovery effort including but not be limited to:

- a. Assist the City in the preparation of FEMA and State reports for reimbursement, including training of agency/department employees and review of documentation prior to submittal.
- b. Work closely with State Emergency Management, FEMA, and other agencies to insure that debris collection, debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility.
- c. Utilize City tracking documentation and/or provide approved collection/disposal tickets, field inspection stations and reports, and other required documentation to support and provide substantiation for FEMA, Federal, State and City reimbursement.
- d. The Contractor shall conduct daily meetings with the City to provide updates on the status of operations, discuss issues/problems, and daily work schedules. The Contractor shall provide daily reports in a format approved by the City that detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done detailing the street names beginning and ending cross streets and address blocks and city limit lines when applicable where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced and disposed. The reports shall include issues requiring attention and other information requested by the City.
- e. The Contractor shall maintain, in an approved and safe place at the site, one record copy of all load tickets, disposal tickets, field inspection reports and other data sufficient to provide substantiation of debris removal costs for Federal and State reimbursement applications along with Written Amendments, Change Orders, Work Change Directives, Change Orders and written interpretations and clarifications in good order and annotated to show all changes made during the execution of the work. These record documents, together with all approved

samples, shall be available to the City for reference. Upon completion of the work, these record documents and samples shall be delivered to the City.

Mobilization/Response

Within twenty-four (24) hours of the City being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the City regarding potential contract activation. Within twelve (12) hours of being issued NTP orders from the City, the Contractor(s) shall mobilize equipment and resources in the City. Within twenty-four (24) hours of being issued NTP orders from the City, the Contractor(s) shall be prepared to begin debris removal operations as directed by the City Debris Manager. As part of the Contractor's mobilization effort the Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the City.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

The City strongly encourages the use of local resources. The Contractor(s) shall perform at least 30% of the work with its own forces and give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers. A list of subcontractors will be required when activated and maintained current throughout the activation. The City reserves the right to approve all subcontractors and updates thereto. The preference for the use of local resources is not applicable to FHWA funded Emergency Relief projects.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the City. The project manager shall provide a telephone number to the City with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the City Debris Manager and/or City authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, City coordination and damage repairs. Frequency of meetings may be adjusted by the City Debris Manager. The

Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the City Debris Manager.

Equipment

- a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- b. 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 sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the City's authorized representatives prior to its use by the Contractor(s).
- c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a City approved DMS or a City Designated Final Disposal Site.
- d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.
- e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the City Debris Manager.
- f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the City Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety

items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the City Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Contractor for traffic control is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services.

Rapid Response Crew

Contractor(s) shall be required to provide the City with access to one or more Rapid Response Crews (RRC) as directed by the City. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the City Debris Manager or the City's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the City deems a priority for overall City recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and the Contractor(s). Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four (24) hour, seven (7) days a week basis.

Production Rates For Debris

The Contractor commits to the following productions rates for debris removal:

- a. Up to one hundred thousand (100,000) cubic yards 10 calendar days from Notice to Proceed (NTP).
- b. Up to two hundred fifty thousand (250,000) cubic yards 15 calendar days from NTP.
- c. Up to five hundred thousand (500,000) cubic yards 30 calendar days from NTP.
- d. Up to one million (1,000,000) cubic yards 60 calendar days from NTP.
- e. Greater than one million (1,000,000) cubic yards after 60 calendar days, two hundred fifty thousand (250,000) cubic yards every 15 calendar days thereafter.
- f. The ability to be fully operational for the reduction and disposal of debris within 72-hours of initial NTP.
- g. The ability to incinerate daily debris volumes within thirty (30) days on a first in, first out basis. Contractor shall use double air feed curtain, as directed to incinerate debris.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The City reserves the right to require the Contractor to dismiss or remove from the project any workers as the City sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Existing Utilities

- a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.
- b. The City may choose either to have the Contractor(s) make the necessary repairs or have the Contractor(s) pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

- a. The Contractor(s) shall provide as many towers as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the City or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.
- b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the City Debris Manager due to unsuitable conditions at the tower.

Facilities at DMS Locations

The Contractor(s) shall provide as many portable toilets as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.

Ownership of Debris

All debris residing in the City ROW and City provided DMS(s) shall be the property of the City until final disposal at a properly permitted disposal site.

Environmental Protection

- a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. Contractor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMSs. Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- c. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the City Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the City Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- d. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- e. The Contractor(s) shall immediately report and document all incidents to the City Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.
- f. The Contractor must notify the City regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup.

Documentation and Measurement

- a. Proper documentation as required by Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA) or other federal and state natural disaster response agency shall be provided for all debris removal operations to ensure reimbursement to the City from the appropriate agency.
- b. Contractor is responsible for ensuring that all labor and equipment used for Emergency Push activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
- c. All Contractor(s) trucks used for collection and hauling of Eligible debris from the City ROW to City approved DMSs or City Designated Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the City or City-authorized representative. The Contractor shall provide a representative to attest to the certification/measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the City of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the City Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a City authorized representative each time it returns to work from other contracts or communities.
- d. The Contractor(s) is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
- e. Pre-numbered load tickets will be provided by the City or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the City or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the City will be authorized for use.
 1. Each ticket shall be of a type that consists of one original and three carbon-copy duplicates.
 2. Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement and City authorized representative name and signature. No payment will be made by the City for incomplete load or unit rate tickets submitted for payment.
 3. Load tickets will be issued by an authorized representative of the City at the collection site. The City authorized representative will complete the applicable portion of the load ticket, keep one (1) copy and provide the three remaining copies to the vehicle operator. Upon arrival at the DMS or City Designated Final Disposal Site, the vehicle operator will present the three

copies of the load ticket to the City authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the City authorized representative present at the DMS or City Designated Final Disposal Site. The City authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The City will keep the original copy, one (1) copy will be given back to the vehicle operator and the remaining one (1) copy will be provided to the Contractor.

4. Loads of processed (e.g., chipped) debris being hauled from a DMS to a City Designated Final Disposal Site will follow the same load ticket procedures. A City authorized representative will initiate the load ticket at the DMS. Another City authorized representative will validate and sign the ticket at the City Designated Final Disposal Site.
5. The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

Payment

- a. The City, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the City, or its authorized representative, will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the City be responsible for unpaid incomplete tickets.
- b. Private property and FHWA-ER funded roadway debris removal operations will be invoiced separately from ROW collection removal operations. The City reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s).
- c. Invoices shall be submitted to the City's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the City. Invoice detail submittals will be checked against City records. City records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the City authorized representative to the City for payment.

- d. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the City, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the City to repair damages caused by the Contractor(s) to public or private property.
- e. No separate payment will be made for mobilization and demobilization operations or any travel per diem costs. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.
- f. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the City from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the City prior to final retainage release.
- g. Payment for disposal cost incurred by the Contractor(s) at City Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of all applicable disposal site permits, a copy of the invoice(s) received by the City Designated Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the City Designated Final Disposal Site, and proof of Contractor payment to the City Designated Final Disposal Site.
- h. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the City Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
- i. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The City will only pay for those items deemed Eligible by FEMA or FHWA, unless the City otherwise agrees in writing.
- j. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the City for a period of seven (7) years following receipt of final payment for the services referenced herein.

EXHIBIT "B"

Project Specific Terms and Definitions

1. **ACM** – Asbestos Containing Material
2. **Authorized Representative** – City employees and/or contracted individuals designated by the City or City Debris Manager.
3. **Intentionally left blank**
4. **CEI** – Construction Engineering & Inspection
5. **CFR** – Code of Federal Regulations
6. **Chipping or Mulching** - The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms "chipping" and "mulching" are often used interchangeably.
7. **Cleanup Crew** – A group of individuals and/or an individual working for the disaster debris collection contractor collecting disaster debris.
8. **Construction and Demolition Debris (C&D)** – See Eligible Constructions and Demolition Debris
9. **County** – Volusia County, Florida
10. **City Debris Manager** – The City will designate a City Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the City.
11. **City Designated Final Disposal Site** – Tomoka Farms Road Landfill located at 1990 Tomoka Farms Road, Port Orange, FL 32124 or other final disposal sites or end users as designated and approved in writing by the City.
12. **WVTS** – West Volusia Transfer Station operated by the Volusia County Solid Waste Division located at 3151 East State Road 44, DeLand, FL 32724.
13. **Debris** – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, vegetative, construction and demolition debris and personal property.
14. **Debris Clearance** – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.
15. **Debris Management Site (DMS)** – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSRS) or Temporary Debris Staging and Processing Facility (TDSPF).
16. **Debris Monitoring** – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

Exhibit D

17. **Debris Removal** – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.
18. **Debris Removal Contractor** – Conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.
19. **Demobilization** – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the City. The Contractor will leave all sites utilized clean and restored to the original state as approved by the City and verified through soil and groundwater samples.
20. **Demolition** – The act or process of reducing a structure, as defined by State or local code, to a collapsed condition. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.
21. **DEP** – Florida Department of Environmental Protection (FDEP)
22. **DDIR** – Detailed Damage Inspection Report
23. **Disaster Specific Guidance** – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.
24. **DMS** – Debris Management Site
25. **DOT** – Department of Transportation (Generally Florida DOT)
26. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Task Orders are issued and executed by the City to the Contractor) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.
27. **Eligible Construction and Demolition Debris** – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:
 - Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.

Exhibit D

28. **Eligible Hanger** – An eligible hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:
- The limb must be greater than two inches in diameter;
 - The limb must be suspended in a tree and threatening a public-use area; and
 - The limb must be located on improved public property.
29. **Eligible Hazardous Stump** – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:
- The stump has fifty percent (50%) or more of the root-ball exposed.
 - The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
 - The stump is located on a public right-of-way.
 - The stump poses an immediate threat to public health and safety.
30. **Eligible Household Hazardous Waste (HHW)** – The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive or meet other listed criteria. Examples of Eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:
- HHW must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.
 - HHW removal must be the legal responsibility of the applicant.
 - HHW must be a result of the major disaster event.
- The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the City with written authorization by the City Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.
31. **Eligible Leaner** – A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six (6) inches in diameter or greater as measured 4.5 feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:
- The tree has more than fifty percent (50%) of the crown damaged or destroyed (requires written documentation from an arborist).
 - The tree has a split trunk or broken branches that expose the heartwood.
 - The tree has fallen or been uprooted within a public use area.
 - The tree is leaning at an angle greater than thirty (30) degrees.
32. **Eligible Vegetative Debris** – As outlined in FEMA Publication 325, eligible vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

Exhibit D

- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
33. **Eligible White Goods** – As outlined in FEMA Publication 325, Eligible White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:
- White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
 - White goods removal must be the legal responsibility of the applicant.
 - White goods must be a result of the major disaster event.
34. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways. This program is administered by the Federal Highway Administration.
35. **EPA** – United States Environmental Protection Agency
36. **ER** – Emergency Relief
37. **E-Scrap** – End of life electronics, typically televisions, computers and related components
38. **FDEP** – Florida Department of Environmental Protection (DEP)
39. **FDOT** – Florida Department of Transportation
40. **FEMA** – Federal Emergency Management Agency
41. **FEMA Publication 325** – Debris Management Guide – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:
- Eliminating immediate threats to lives, public health and safety.
 - Eliminating immediate threats of significant damage to improved public or private property.
 - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
42. **FHWA** – Federal Highway Administration
43. **Field Inspector** – Monitor
44. **FMIS** – Fiscal Management Information System
45. **Force Account Labor** – Labor performed by the applicant's permanent, full time or temporary employees.

Exhibit D

46. **Garbage** – Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics and papers.
47. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
48. **Hangers** – See Eligible Hanger
49. **Hazardous Waste** – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity.
50. **HHW** – Household Hazardous Waste
51. **Hold Harmless** – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
52. **Household Hazardous Waste** – See Eligible Household Hazardous Waste
53. **Landfill** – The Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124.
54. **Leaners** – See Eligible Leaner
55. **Monitor** – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the City's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. (May also be referred to as a Field Inspector.)
56. **Mulching or Chipping** – See Chipping or Mulching
57. **Mutual Aid Agreement** - A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
58. **National Response Plan (NRP)** – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.
59. **TFRL** – Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124 (also referred to as Volusia County Landfill or Landfill)
60. **OSHA** – Occupational Safety and Health Administration
61. **Outbuilding** - Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.
62. **PPE** – Personal Protective Equipment. May also be referred to as "Safety Gear."
63. **RACM** – Regulated Asbestos Containing Material
64. **RCRA** – Resource Conservation and Recovery Act

Exhibit D

65. **Recycling** – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
66. **Refrigerant** – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
67. **Regulated Waste** – Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.
68. **RFB** – Request for Bid
69. **RFP** – Request for Proposal
70. **Right of Entry** – As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
71. **Right-of-Way** – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
72. **ROE** – Right-of-entry
73. **ROW** – Right-of-way
74. **RRC** – Rapid Response Crew
75. **Scale/Weigh Station** – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
76. **Volusia County Landfill** – Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124
77. **VCSWD** – The Volusia County Solid Waste Division
78. **TDSPF** - Temporary Debris Staging and Processing Facility. Site where collected debris is taken by the debris removal contractors for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DMS).
79. **TDSR Site** – Temporary Debris Storage and Reduction Site
80. **Temporary Debris Storage and Reduction Site** – Temporary Debris Storage and Reduction (TDSR) sites are locations designated by the City for the storage and reduction of disaster related debris.
81. **Tipping Fee** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
82. **TSDF** – Hazardous Waste Treatment, Storage and Disposal Facility.
83. **United States Army Corps of Engineers (USACE)** – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.
84. **White Goods** – See Eligible White Goods

Exhibit D

Acronyms

ACM	Asbestos Containing Material
VCC	Volusia County Council
C&D	Construction and Demolition
CBRA	Coastal Barrier Resources Act
CBRN	Chemical, Biological, Radiological and Nuclear
CBRS	Coastal Barrier Resources System
CEI	Construction Engineering and Inspection
CFR	Code of Federal Regulations
CTS	Central Transfer Station
CWA	Clean Water Act
CZMA	Coastal Zone Management Act
DDIR	Detailed Damage Inspection Report
DEP	Florida Department of Environmental Protection (Same as FEDP)
DMS	Debris Management Site
DOT	Department of Transportation
DPW	Department of Public Works
DRM	Disaster Recovery Manager
DTFL	Debris Task Force Leader
ECAP3	Environmental Compliance, Assistance and Pollution Prevention Program
EO	Executive Order
EPA	Environmental Protection Agency
ER	Emergency Relief
ESA	Endangered Species Act
ESF	Emergency Support Function
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FMIS	Fiscal Management Information System
GIS	Geographic Information System
GPS	Global Positioning System
HHW	Household Hazardous Waste
HUD	Department of Housing and Urban Development
IA	Individual Assistance
ICS	Incident Command System
JFO	Joint Field Office
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NRCS	Natural Resources Conservation Service
NRP	National Response Plan
OCC	Office of Chief Counsel
OSHA	Occupational Safety and Health Administration
TFRL	Tomoka Farms Road Landfill
PA	Public Assistance
PDA	Preliminary Damage Assessment
PNP	Private Non-Profit
PPDR	Private Property Debris Removal
PPE	Personal Protective Equipment
PW	Project Worksheet

Exhibit D

RACM	Regulated Asbestos Containing Material
RCRA	Resource Conservation and Recovery Act
RFB	Request for Bid
RFP	Request for Proposals
ROE	Right-of-Entry
ROW	Right-of-Way
RRC	Rapid Response Crew
SHPO	State Historic Preservation Officer
VCSWD	Volusia County Solid Waste Division
TDSPF	Temporary Debris Staging and Processing Facility
TDSR Site	Temporary Debris Storage and Reduction Site
USACE	United States Army Corps of Engineers
USCG	United States Coast Guard
USDA	United States Department of Agriculture
WSRA	Wild and Scenic Rivers Act

COST/FEE PROPOSAL FORM **DEBRIS REMOVAL, REDUCTION and RECOVERY for** **the CITY OF ORMOND BEACH**

NAME OF BUSINESS: **Aftermath Disaster Recovery, Inc.**
CONTACT PERSON: **Melanie Corley**
EMAIL ADDRESS: **mkecorley@aftermathdisaster.com**

No retainer fee applies

Schedule A: Schedule of Items

VEGETATIVE COLLECT AND HAUL	Load and Haul Vegetative Debris from ROW to a DMS - (Mileage is based on a one-way haul distance)				
	0 - 30 Miles	Cubic Yard	\$ 6.50	1	\$ 6.50

C & D COLLECT AND HAUL	Load and Haul C&D Debris from ROW to a DMS - (Mileage is based on a one-way haul distance)				
	0 - 30 Miles	Cubic Yard	\$ 7.50	1	\$ 7.50

MIXED DEBRIS COLLECT AND HAUL	Load and Haul Mixed Debris from ROW to a DMS - Mixed debris consists of personal property items such as furniture, carpet, mattresses, etc. (Mileage is based on a one-way haul distance)				
	0 - 30 Miles	Cubic Yard	\$ 7.50	1	\$ 7.50

CATEGORY	DESCRIPTION OF SERVICES	UNIT	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
WHITE GOODS COLLECT AND HAUL	Removal of Eligible Non-refrigerant White Goods – Work consists of load and haul eligible non-refrigerant white goods from ROW to DMS	Each	\$ 40.00	1	\$ 40.00
	Removal of Eligible Refrigerant White Goods – Work consists of load and haul eligible refrigerant white goods from ROW to DMS. Contractor shall be responsible for the proper removal and disposal of refrigerants as required by law.	Each	\$ 75.00	1	\$ 75.00

CATEGORY	DESCRIPTION OF SERVICES	UNIT	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
	Removal of Hazardous Trees – Work consists of removing eligible hazardous trees and placing them at the nearest and safest location on the County ROW for collection as normal vegetative debris.				
	6.0 inch – 12.9 inch diameter	Per Tree	\$ 110.00	1	\$ 110.00

COST/FEE PROPOSAL FORM
DEBRIS REMOVAL, REDUCTION and RECOVERY for
the CITY OF ORMOND BEACH

NAME OF BUSINESS: Aftermath Disaster Recovery, Inc.

CONTACT PERSON: Melanie Corley

EMAIL ADDRESS: mkcorley@aftermathdisaster.com

No retainer fee applies

TREE OPERATIONS	13.0 inch – 24.9 inch diameter	Per Tree	\$ 175.00	1	\$ 175.00
	25.0 inch – 36.9 inch diameter	Per Tree	\$ 225.00	1	\$ 225.00
	37.0 inch – 48.9 inch diameter	Per Tree	\$ 300.00	1	\$ 300.00
	49 inch and greater diameter	Per Tree	\$ 400.00	1	\$ 400.00
	Removal of Eligible Hazardous Limbs – Work consists of removing eligible hazardous limbs and placing them at the nearest and safest location on the County ROW for collection as normal vegetative debris.				
	Hazardous Limbs are 2" inches and greater in diameter at point of break.	Per Tree	\$ 95.00	1	\$ 95.00

CATEGORY	DESCRIPTION OF SERVICES	UNIT	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
FINAL DISPOSITION - REDUCED DEBRIS; COLLECT AND HAUL	Haul-out of Reduced Eligible DMS Debris to County Designated Final Disposal – work consists of loading and transporting reduced eligible disaster debris to a County approved final disposal site. (Mileage is based on one-way haul distance)				
	0 – 30.0 miles	Cubic Yard	\$ 6.00	1	\$ 6.00
	30.1 – 60.0 miles	Cubic Yard	\$ 8.00	1	\$ 8.00

CATEGORY	DESCRIPTION OF SERVICES	UNIT	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
FINAL DISPOSITION - UNREDUCED DEBRIS; COLLECT AND HAUL	Haul-out of Unreduced Eligible Debris to County Designated Final Disposal – work consists of loading and transporting unreduced eligible disaster debris from a public property or ROW to a County approved final disposal site. (Mileage is based on one-way haul distance)				
	0 – 30.0 miles	Cubic Yard	\$ 10.00	1	\$ 10.00
	30.1 – 60.0 miles	Cubic Yard	\$ 12.00	1	\$ 12.00

CATEGORY	DESCRIPTION OF SERVICES	UNIT	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
MANAGEMENT AND	Debris Management Site Management: Preparation, management and segregating at debris management	Cubic Yard	\$ 1.95	1	\$ 1.95
	Above Grade - Air Curtain Burning: vegetative debris	Cubic Yard	\$ 1.00	1	\$ 1.00

COST/FEE PROPOSAL FORM
DEBRIS REMOVAL, REDUCTION and RECOVERY for
the CITY OF ORMOND BEACH

NAME OF BUSINESS: Aftermath Disaster Recovery, Inc.

CONTACT PERSON: Melanie Corley

EMAIL ADDRESS: mkcorley@aftermathdisaster.com

No retainer fee applies

REDUCTION	Portable - Air Curtain Burning: vegetative debris	Cubic Yard	\$ 1.00	1	\$ 1.00
	Grinding: Grinding / Chipping vegetative debris	Cubic Yard	\$ 2.25	1	\$ 2.25

LABOR RATES: All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead and profits; per diem and fuel is included in hourly labor rates.

CATEGORY	LABOR CATEGORY	UNIT	UNIT PRICE
PROJECT MANAGEMENT	Project Manager with truck and cell phone	hour	\$ 50.00
	Field Supervisor with truck and cell phone	hour	\$ 50.00
	Administrative Assistant	hour	\$ 30.00
	Clerical Worker	hour	\$ 30.00

CATEGORY	LABOR CATEGORY	UNIT	UNIT PRICE
WORK CREWS	Heavy Equipment Operator	hour	\$ 50.00
	Tool Operator (Chainsaw)	hour	\$ 35.00
	Traffic Controller (flagman)	hour	\$ 35.00
	Laborer w/small tools	hour	\$ 35.00
	Hazardous Materials Worker w/gear	hour	\$ 50.00
	Mechanic w/truck and tools	hour	\$ 75.00
	Tree Climber w/chainsaw and gear	hour	\$ 95.00
WORK CREW CATEGORY (typical crew makeup for "First Push" operations)	Wheel Loader w/operator, 2.5cy, Foreman with support vehicle and small equipment, Laborer with chainsaw and two (2) laborers with small tools	Hour for complete Work Crew	\$ 250.00

COST/FEE PROPOSAL FORM
DEBRIS REMOVAL, REDUCTION and RECOVERY for
the CITY OF ORMOND BEACH

NAME OF BUSINESS: Aftermath Disaster Recovery, Inc.

CONTACT PERSON: Melanie Corley

EMAIL ADDRESS: mkcorley@aftermathdisaster.com

No retainer fee applies

Schedule of Additional Items

ADDITIONAL ITEMS

CATEGORY	LABOR CATEGORY	UNIT	UNIT PRICE
SPECIALTY REMOVAL	Load, Haul and Dispose of Household Hazardous Waste	Pound	\$ 8.00
	Electronic Waste - Removal of electronic debris that contains hazardous materials; includes computer monitors and televisions.	Pound	\$ 8.00
	Biowaste - Remove of waste capable of causing infection to humans (animal waste, human blood, pathological waste)	Pound	\$ 25.00
	Putrescent Removal - Removal of debris that will decompose or rot (animals and organic fleshy matter)	Pound	\$ 5.00
	Load, Haul and Dispose of Animal Carcasses	Each	\$ 200.00
CANAL AND WATERWAY	Debris removal from waterways	Cubic Yard	\$ 95.00
SAND COLLECTION AND SCREENING	Screen / Sift Sand, Soil and Mud	Cubic Yard	\$ 65.00
	Load and Haul Sand, Soil and Mud	Cubic Yard	\$ 12.50
REMOVAL AND STORAGE OF VEHICLES AND VESSELS	Removal of eligible abandoned vehicle or vessel to approved staging area		
	Vehicle Removal	Each	\$ 395.00
	Vessel Removal (Land)	Linear Foot	\$ 30.00
	Vessel Removal (Marine)	Linear Foot	\$ 40.00
	Work consists of removing eligible hazardous stumps, backfilling and compacting the stump hole, and transporting the stump to an approved County DMS or final disposal location. Measurement is the diameter of the stump 24 inches above the ground.		
	24 - 36 inches diameter	Each	\$ 200.00

COST/FEE PROPOSAL FORM
DEBRIS REMOVAL, REDUCTION and RECOVERY for
the CITY OF ORMOND BEACH

NAME OF BUSINESS: Aftermath Disaster Recovery, Inc.

CONTACT PERSON: Melanie Corley

EMAIL ADDRESS: mkcorley@aftermathdisaster.com

No retainer fee applies

HAZARDOUS STUMP REMOVAL	36.1 - 48 inches diameter	Each	\$	300.00
	48.1 - 72 inches diameter	Each	\$	400.00
	72.1 inches diameter	Each	\$	500.00

EQUIPMENT RATE SCHEDULE

	EQUIPMENT	SPECIFICATION	CAPACITY / SIZE	HP	NOTES	RATE PER HOUR
	Loader, Skid-Steer	Operating Capacity	1000 lbs	To 35		\$ 45.00
	Loader, Skid-Steer	Operating Capacity	2000 lbs	To 65		\$ 50.00
	Loader, Skid-Steer	Operating Capacity	3000 lbs	To 85		\$ 55.00
	Loader, Skid-Steer	Operating Capacity	4000 lbs	To 94		\$ 60.00
	EQUIPMENT	SPECIFICATION	CAPACITY / SIZE	HP	NOTES	RATE PER HOUR
	Loader, Wheel	Bucket Capacity	0.5 CY	To 38		\$ 100.00
	Loader, Wheel	Bucket Capacity	1 CY	To 60		\$ 110.00
	Loader, Wheel	Bucket Capacity	2 CY	To 105		\$ 110.00
	Loader, Wheel	Bucket Capacity	3 CY	To 152		\$ 120.00
	Loader, Wheel	Bucket Capacity	4 CY	To 200		\$ 130.00
	Loader, Wheel	Bucket Capacity	5 CY	To 250		\$ 130.00
	Loader-Backhoe, Wheel	Bucket Capacity	0.5 CY	To 40	Loader and backhoe bucket included	\$ 85.00
	Loader-Backhoe, Wheel	Bucket Capacity	1 CY	To 70	Loader and backhoe bucket included	\$ 85.00
	Loader-Backhoe, Wheel	Bucket Capacity	1.5 CY	To 95	Loader and backhoe bucket included	\$ 95.00
	Loader-Backhoe, Wheel	Bucket Capacity	1.75 CY	To 115	Loader and backhoe bucket included	\$ 95.00

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	Sweeper, Pavement					\$	100.00
	Trailer, Equipment	Capacity	30 tons			\$	90.00
	Truck, Dump	Truck Capacity	8 CY	To 210		\$	75.00
	Truck, Dump	Truck Capacity	10 CY	To 235		\$	75.00
	Truck, Dump	Truck Capacity	12 CY	To 255		\$	90.00
	Truck, Dump	Truck Capacity	18 CY	To 330		\$	90.00
	EQUIPMENT	SPECIFICATION	CAPACI TY / SIZE	HP	NOTES		RATE PER HOUR
	Truck, Dump	Truck Capacity	28 CY	To 400		\$	100.00
	Truck, Dump	Truck Capacity	40 CY	To 460		\$	125.00
	Truck, Dump	Truck Capacity	50 CY	To 620		\$	125.00
	Truck, Flatbed	Max Gross Vehicle Weight	15000 lbs	To 150		\$	50.00
	Truck, Knuckle Boom				Add flatbed truck to truck mounted crane	\$	200.00
	Truck, Pickup			To 130		\$	25.00
	Tub Grinder			To 700		\$	750.00
	Tub Grinder			To 1000		\$	1,000.00
	Dozer, Tracked	D5				\$	85.00
	Dozer, Tracked	D8				\$	140.00
	Excavator, hydraulic	200 class				\$	130.00
						\$	-

EXHIBIT "D"

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Exhibit E

TITLE 23--HIGHWAYS

CHAPTER I--FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF
TRANSPORTATION

PART 635--CONSTRUCTION AND MAINTENANCE--Table of Contents

Subpart D--General Material Requirements

Sec. 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of Sec. 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or

Exhibit E

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

Editorial Note: For a waiver document affecting Sec. 635.410, see 60 FR 15478, Mar. 24, 1995.

EXHIBIT F

CITY OF ORMOND BEACH Cubic Yard Load Ticket No. OB-

FIELD DATA

Contractor Name: Truck Driver Name:
(Print) P/U Date: / / P/U Time:
☐ First Pass ☐ Second Pass ☐ Subsequent Pass ☐ FHWA

RBS #	STREET NAME	ZONE #

Truck #: Certified Load Capacity:

CY

Materials:

- ☐ Vegetative
☐ Construction/Demolition
☐ White Goods
☐ Other (State type)

Field Inspector: Field Inspector ID: *Signature*

TOWER DATA

Disposal Date: / / Disposal Time:

Truck Load Size:

Max Load Capacity

x

% Loaded

=

Volume Hauled (CY)

x

=

Disposal Site: City Representative: City Rep ID: *Signature*Government Inspector (if applicable): *Signature*

White - City

Green - Contractor

Pink - Driver

Gold - Other

EXHIBIT "G"

Hazardous Stump Worksheet

Applicant: _____

Date: _____

Applicant Representative: _____

Signature: _____

FEMA Representative (if available) _____

Signature: _____

State Representative (if available): _____

Signature: _____

	Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard		GPS (decimal degrees, 00.000000)		Tree Size (Diameter)	Eligible		Fill For Debris Stumps CY	Comments (See attached sketch, photo, etc.)
			Yes	No	Latitude (N)	Longitude (W)		Yes	No		
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

EXHIBIT "G"

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:

$$\frac{[(\text{Stump Diameter}^3 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^3 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

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		



AGREEMENT FOR DEBRIS REMOVAL, REDUCTION AND DISPOSAL

This Agreement made and entered by and between Ceres Environmental Services, Inc., duly authorized to conduct business in the State of Florida, whose principal place of business is located at 6968 Professional Parkway East, Sarasota, FL 34240 (hereinafter the "Contractor") and the City of Ormond Beach, a chartered municipal corporation, whose address is City of Ormond Beach, 22 South Beach Street, Ormond Beach, Florida 32174 (hereinafter the "City").

WITNESSETH:

Whereas, the City requires a competent and qualified contractor to provide services in support of the City's debris removal, reduction and disposal operations; and

Whereas, the Contractor responded to City of Ormond Beach RFP No. 2021-17 for Debris Removal, Reduction, and Recovery operations;

Whereas, Contractor was one of four contractors selected by the City to perform such services for the City; and

Whereas, the City has determined that the Contractor is fully qualified to render the required services. Among the factors considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual; and

Whereas, it is anticipated that the services provided by the Contractor may be needed by the City after declared storm events; and

Whereas, it has been determined that the execution of this Agreement is beneficial to the people of the City of Ormond Beach, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by the Contractor and City, the parties agree and stipulate as follows:

1. **DEFINITIONS** as listed on Exhibit B.
2. **ORDER OF PRECEDENCE**
 - 2.1. Exhibits A through H are attached hereto and incorporated herein as part of this Agreement. In the event of any inconsistency between this Agreement and its attached exhibits, the attached exhibits shall be controlling.
3. **SCOPE OF WORK**
 - 3.1. **Scope of Services.** The Contractor shall provide services under this Agreement in accordance with the Scope of Services set forth in Exhibit "A."
 - 3.2. **Performance Criteria:**
 - 3.2.1. All Work or Services shall be performed in accordance with the Contract Documents.

3.2.2. All labor necessary to complete the Scope of Work shall be performed in a good and competent workmanlike manner to the satisfaction of the City.

3.2.3. The City shall not provide vehicles or equipment to the Contractor to perform the duties required under this Agreement nor will the City pay for any business, travel, office, or training expense or any other contract performance expense not specifically set forth in the scope of services of this Agreement.

3.2.3.1. The Contractor is not exclusively bound to the City and may provide service to other private and public entities as long as the service by the Contractor for such entities does not conflict with the Contractor's services to the City under this Agreement.

3.2.3.2 The City is not exclusively bound to utilize the services of Contractor for debris removal, reduction or disposal.

3.2.4. **Changes to Scope of Work.** The City may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment to the Agreement signed by the City and the Contractor.

If the Contractor believes that any particular work is not within the scope of the work of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the Agreement as written, the Contractor will be ordered to and shall continue with the work as changed and at the costs stated for the work within the scope. The Contractor must assert its right to an adjustment under this clause with 30 (thirty) days from the date of receipt of the written order.

3.2.5. **Time is of the Essence.** Time is of the essence for all work performed under this Agreement and all Projects performed in accordance herewith.

3.2.6. **Independent Contractor.** For each purpose related to this Agreement, Contractor's contractors or subcontractors shall be independent contractors with respect to the City and nothing herein shall create any association, partnership, joint venture or agency relationship between them.

3.2.7. City and Contractor shall exhaust all methods to resolve issues, including but not limited to, the Dispute Resolution procedures in Section 14 of this Agreement before any action is taken to declare the City or Contractor in default of this Agreement.

4. **TERM OF CONTRACT**

4.1. The Term of this Agreement shall commence on the Effective Date of this Agreement or when it is fully executed by all parties and shall have an initial term of three (3) years

from the Effective Date followed by two one (1) year renewal terms as approved by the City, at the same terms and conditions by giving the Contractor written notice prior to the expiration of the previous term.

The expiration of the Term of this Agreement shall have no effect upon this Agreement if renewed by the City. This Agreement may be renewed by the City if the City determines that renewal is in the best interest of the City. Said renewal shall be in writing and made a part of this Agreement and shall incorporate this Agreement by reference.

- 4.2. The Work or Services to be rendered by the Contractor shall be commenced, as specified in this Agreement as may be requested by the City for Projects issued hereunder, and shall be completed within the time specified therein.

5. **CONTRACT PRICE AND COMPENSATION**

- 5.1. In consideration of the performance of this Agreement by the Contractor, the City agrees to pay the Contractor monthly for services rendered and invoiced per Exhibit A and otherwise provided by this section and in accordance with the rates detailed in Exhibit C.

- 5.1.1. **Payments and Invoices.** Invoices or payment requests shall be addressed by Contractor and submitted to the City's Public Works Operations Manager in accordance with Exhibit A.

- 5.1.2. The City may withhold payment of any specific invoiced charges that it disputes in good faith and pay all undisputed charges on the invoice.

- 5.1.3. **Taxes.** City is a tax exempt entity and shall not be charged or invoiced for the payment of taxes for work or services performed under this Agreement.

- 5.1.4. **Contractor's Continuing Obligations.** Contractor's obligation to perform Work or Services in accordance with the Contract Documents shall be absolute. Neither approval of any progress nor payment to Contractor, nor any payment by City to Contractor under the Contract Documents nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by City shall constitute an acceptance of Work or Services not in accordance with the Contract Documents.

- 5.1.5. **Waiver of Claims.** Once the contract expires, or final payment has been requested and made, Contractor shall have no more than 30 calendar days to present or file any claim against the City concerning this Agreement. After that period, the Contractor will have waived any right to claims against the City concerning this Agreement.

6. **TERMINATION**

- 6.1. **Termination for Convenience.** This Agreement may be terminated by the City for convenience, with or without cause, in accordance with this Section 6 - Termination, in whole or in part from time to time upon thirty (30) days written notice to the Contractor. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of Work under this

Agreement is terminated, and the subsequent date upon which such termination becomes effective.

- 6.1.1 In the event this Agreement is terminated for convenience by City, Contractor shall be paid in accordance with terms of Section 5, to the date of termination. Upon being notified of City's election to terminate for convenience, Contractor and its Subcontractors shall refrain from performing further work or incurring additional expenses under the terms of this Agreement which is not specifically authorized in the Notice of Termination.

If termination of this Agreement occurs for any reason:

- 6.1.1.2. Except as otherwise provided in this Agreement, Contractor shall return to the City all City Confidential Information in Contractor's possession and shall certify in a written document signed by the Contractor and Public Works Operation Manager or his designee or any Amendment thereto then notice that all such information has been returned.

- 6.1.1.3. For all undisputed outstanding invoices submitted to the City prior to the effective date of the termination, the City shall cause payments to be made to Contractor within thirty (30) days of receipt of invoice. Contractor shall invoice the City for any sums Contractor claims to be owed by City under this Agreement for work performed from the last invoice to the effective date of termination. City will review such invoice for payment within fifteen (15) days of receipt and City will pay any undisputed amount within thirty (30) days.

- 6.2. After receipt of a Notice of Termination, and except as otherwise directed by the City, the Contractor shall:

- 6.2.1. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
- 6.2.2. Place no further orders or subcontracts for materials, Services or Work or facilities, except as may be necessary for completion of such portion of the Work under this Agreement as it is not terminated.
- 6.2.3. Terminate all orders and subcontracts pursuant to this Section 6 - Termination to the extent that they relate to the performance of Services or Work terminated by the Notice of Termination.
- 6.2.4. Assign to the City, in the manner, at the times and to the extent directed by the City, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- 6.2.5. With the approval of the City and to the extent required by the City, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. City's approval of such settlements shall be final for all the purposes of Section 6 -Termination.

6.2.6. Complete performance of such part of the Work or Services as shall not have been terminated by the Notice of Termination.

6.3. The Contractor may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to the City's Contract Administrator in the form of a Notice of Termination. After the City's receipt of such Notice of Termination, the Contractor shall submit to the City its termination claim, in the form and with a certification as prescribed by the City. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the City, upon request of the Contractor made in writing within such thirty (30) day period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the City may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

6.4. Termination for Non-appropriation.

6.4.1. This Agreement may be terminated in whole or in part by the City if the City does not appropriate the funding in any fiscal year necessary to pay the Compensation set forth in Section 5. Any such termination shall be effected by the delivery of Notice of Termination. A Notice of Termination shall specify the extent to which this Agreement is terminated and the date upon which termination will become effective.

6.4.2. In the event that this Agreement is terminated in whole for nonappropriation by the City, Contractor shall be paid to the date of termination in accordance with those rates established by Exhibit C.

6.5. Any provision of this Agreement that imposes or contemplates continuing obligations on a party, will survive the expiration or termination of this Agreement.

7. RESPONSIBILITY OF CONTRACTOR

7.1. Consistent with Section 3, Contractor's performance of Work or Services shall be in accordance with the terms and conditions of this Agreement. The Contractor's performance of Work or Services shall be as a contractor to the City to carry out the activities of the Scope of Work or Services under the direction of the City's Public Works Operations Manager, or his designee.

7.1.1. Contractor represents, covenants, and agrees that there are no obligations, commitments, or impediments of any kind that shall limit or prevent Contractor's performance of the Work or Services.

7.1.2. The Contractor agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the City.

7.1.3. Contractor represents, covenants, and agrees that all of the Work or Services to

be furnished by Contractor under this Agreement from the inception of this Agreement until the termination of this Agreement, shall be of the standard and quality that prevail among similarly situated contractors engaged in the Contractor's profession or practice in the State of Florida under the same or similar circumstances involving the same or similar Service or Work.

7.1.4. Contractor covenants and agrees as follows:

7.1.4.1. That Contractor recognizes that its special talent, training, and experience caused the City to select Contractor to perform services for the City;

7.1.4.2. That Contractor accepts the relationship of trust and confidence established between Contractor and the City by this Agreement;

7.1.4.3. That Contractor shall use its best efforts, skill, judgment, and abilities to perform all Work or Services under this Agreement; and,

7.1.5. Contractor represents, covenants, and agrees that its firm or business is duly registered and licensed to conduct business in the State of Florida and that the person executing this Agreement is a duly authorized and designated representative of Contractor directly in charge of the professional work and is duly registered and licensed under Florida law and pursuant to this Agreement.

7.1.6. Contractor represents, covenants, and agrees that it shall be liable for all errors or omissions proximately caused by Contractor, if any, in judgment relative to the Work or Services performed under this Agreement.

7.1.7. Contractor covenants and agrees to furnish efficient business administration of the Project and perform all Work or Services in the most expeditious and economical manner consistent with the standard of care applicable to a Contractor with the degree of skills and diligence normally employed by a licensed professional in his field, performing the same or similar services.

7.1.8. Contractor covenants and agrees that it shall, at its own cost, make good any defects in its Work or Services as soon as Contractor becomes aware of such defects or is notified of such defects. Should Contractor refuse or neglect to make good such defects within a reasonable time after receiving notice requesting such remedial work, then City shall be entitled to make good such defective Services at the expense of Contractor and/or terminate this Agreement. This commitment by Contractor is in addition to, and not in substitution for, any other remedy for defective Work or Services that City may have at law or in equity.

7.2. **Assurance.** Contractor gives City its assurance that all Work or Services performed under this Agreement shall be timely performed in a competent and workmanlike manner and in accordance with the specifications and requirements of the Contract Documents or approvals required under the Contract Documents. All Work not conforming to the specifications and requirements of the Scope of Work or approvals as set forth in the Scope of Work or Services shall be considered materially defective and constitute a breach of this Agreement.

- 7.3. All Work performed by Contractor including all general provisions, special provisions, project specifications, addendum, written interpretations, and written orders for minor changes in Work, shall comply with the Scope of Work or Services and all applicable local laws, codes, ordinances and statutes. Work not covered by Contract Documents shall not be required in a Project unless the City in its sole discretion determines that it is required by reasonable inference as being necessary to produce the intended Deliverable(s).
- 7.4. Contractor shall supervise and direct all Work or Services efficiently and with its best skill and in a competent and workmanlike manner.
- 7.5. **Concerning Subcontractors**
- 7.5.1. Contractor shall not employ any subcontractor, other person or organization against whom the City may have reasonable objection, nor shall Contractor be required to employ any subcontractor against whom it has reasonable objection. Contractor shall not make any substitution for any subcontractor who has been accepted by the City without the City's approval.
- 7.5.2. City's disapproval or requirement of removal or replacement of Contractor's employee or subcontractor shall be deemed for lawful reasons if in City's reasonable judgment, such Contractor 's employee or subcontractor poses a threat or causes harm to the health, welfare, safety, or morale of the City or its agencies, personnel or property or who fails any drug test administered in connection with this Agreement, or who has been convicted of a felony or a misdemeanor involving "moral turpitude" or has been released or dishonorably discharged or separated under conditions other than honorable from any of the Armed Forces of the United States.
- 7.5.3. Contractor shall be fully responsible for all negligent acts and omissions of its subcontractor and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any money due any subcontractor, except as may otherwise be required by law. City may furnish to any subcontractor to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.
- 7.6. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents and the terms and conditions of Section 13 of this Agreement for the benefit of the City.
- 7.7. The Contractor shall require all subcontractors or outside associates employed in connection with the performance of this Agreement to comply fully with the terms and conditions of this Agreement between the City and the Contractor.
- 7.8. Any subcontractors or subcontractors and/or outside associates required by the Contractor in connection with the services covered by this Agreement will be limited to such individuals or firms as are specifically identified for each Project assigned under

this Agreement. Any substitution of such subcontractors or associates will be subject to the prior written approval of the City Public Works Operations Manager.

8. INDEMNIFICATION

- 8.1. **Personal Injury and Property Damage.** Contractor shall, at its own expense, indemnify and hold harmless and defend the City and its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and its subcontractors or agents performing Work or Services under this Agreement, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Contractor, any of Contractor's subcontractors, anyone employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by a party indemnified under this section. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Agreement.
- 8.2. In all claims against the City or any of its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees by any employee of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor, contractor or any subcontractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 8.3. **Payment of Contractor's Subcontractors.** Contractor shall save and hold the City harmless from any and all claims or actions by Contractor's subcontractors for payment of monies such subcontractor claims to be owed by Contractor for Work performed under this Agreement.
- 8.4. Nothing in this Agreement shall create any obligation on the part of the City to pay directly to any subcontractors of Contractor any monies due to such subcontractor or claims of a subcontractor for amounts owed by Contractor to subcontractor for Work performed under this Agreement.

9. LIMITATION OF LIABILITY AND REMEDIES

- 9.1. **Sovereign Immunity.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort, contract or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the

benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

- 9.2. **No Third Party Beneficiaries.** Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

- 9.3. **Limitations on Damages.** If Contractor should become entitled to claim damages against the City for breach of contract arising from this Agreement, City will be liable only for the amount of the Contractor's actual direct damages up to the amount of the contract price that is the subject of the claim. In no event shall either Party be liable to the other for any incidental, indirect, special, punitive or consequential damages even if the Party knew or should have known about the possibility of such damages for any provision of this Agreement.

- 9.4. **Liquidated Damages.** Should the Contractor fail to complete requirements set forth in this Agreement, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time. Therefore, the Contractor shall pay the City, as liquidated damages, the following:

9.4.1 The Contractor shall pay the City, as liquidated damages, \$5,000.00 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Release Orders.

9.4.2 The Contractor shall pay the City, as liquidated damages, \$1,000.00 per load of disaster debris collected in the City that is not disposed of at an approved DMS or City Designated Final Disposal Site. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing the material to an unauthorized location.

9.4.3 The Contractor shall pay the City, as liquidated damages, \$100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (60) inches remains on the site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection sites(s).

9.4.4 The Contractor shall pay the City, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s).

10. PUBLIC WORKS OPERATIONS MANAGER

- 10.1. The Work or Services shall be provided by the Contractor under the direction of the Public Works Operations Manager, or his designee, except as limited by the City's Purchasing and Contracts Procedures, who shall have decision authority subject to the requirements of the City's Purchasing Procedures Manual for all phases of the Work, including general direction, review and approval of the Work or Services.

- 10.2. Neither the Public Works Operations Manager's review, approval or acceptance of, nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Contractor's negligent performance of the services furnished under this Agreement.

11. AUDIT AND EXAMINATION OF RECORDS

- 11.1. For purposes of verifying that invoices submitted, in conjunction with the negotiation of this Agreement or any agreement change or other modification are accurate, complete, and current, the City Public Works Operations Manager, or City's authorized representative(s), shall - until the expiration of three (3) years from the date of final payment under this Agreement - have the right to examine those books, records, documents and other supporting data that will permit adequate evaluation of the invoices submitted, along with the computations and projections used therein, which were prepared by the Contractor in connection with work under this Agreement. Unless the price is based on established catalog or market prices of commercial items sold in substantial quantities to the general public or prices are set by law or regulation. The Contractor agrees to insert the substance of this clause in all subcontracts hereunder so as to apply until three (3) years after final payment under the subcontract.

12. INSURANCE AND PERFORMANCE AND PAYMENT BONDS

12.1. General Insurance Requirements:

- 12.1.1. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
- 12.1.2. Approval by City of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of Work or Services by the Contractor or its Subcontractors for the entire term of this Agreement and for such longer periods of time as may be required under other clauses of this Agreement.
- 12.1.3. Waiver of Subrogation. The City and the Contractor hereby waive all rights against each other, their Subcontractors to the extent of the risk coverage by any insurance policy required hereunder for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of this Agreement. The Contractor shall require similar waivers from all its Subcontractors. This provision applies to all policies of insurance required under this Agreement (including Workers' Compensation, and general liability).
- 12.1.4. City Not Liable for Paying Deductibles. For all insurance required by Contractor, the City shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing Work or Services on behalf of the Contractor or for

the Contractor's benefit under this Agreement.

- 12.1.5. Cancellation Notices. During the term of this Agreement, Contractor shall be responsible for promptly advising and providing the City's Risk Management and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the City under this Agreement within two (2) calendar days of receipt of such notice or change.
- 12.1.6. For all on-site Work performed by Contractor, the City shall be named as an additional insured or additional named insured subject to review and determination by City's Risk Manager on all policies required under this Agreement.
- 12.1.7. Deductibles. For purposes of this Agreement, Contractor shall not obtain an insurance policy with a deductible or self-insurance provision.

12.2. **Proof of Insurance**

- 12.2.1. The Contractor and its Subcontractors shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
- 12.2.2. The Contractor shall furnish proof of insurance acceptable to the City prior to or at the time of execution of this Agreement and the Contractor shall not commence Work or provide any Service until the Contractor has obtained all the insurance required under this Agreement and such insurance has been filed with and approved by the City. Upon request from the City, the Contractor shall furnish copies of the following types of insurance policies and any changes or amendments thereto, immediately, to the City and City's Risk Management and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. This Agreement may be terminated by the City, without penalty or expense to City, if at any time during the term of this Agreement proof of any insurance required hereunder is not provided to the City.
- 12.2.3. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section 12. No Work or Services by Contractor or its Subcontractors shall be commenced until City has approved these policies or certificates of insurance. Further, the Contractor agrees that the City shall make no payments pursuant to the terms of this Agreement until all required proof or evidence of insurance has been provided to the City. This Contractor may be terminated by the City, without penalty or expense, if proof of any insurance required hereunder is not provided to the City.
- 12.2.4. The Contractor shall file replacement certificates with the City at the time of expiration or termination of the required insurance occurring during the term of this Agreement. In the event such insurance lapses, the City expressly

reserves the right to renew the insurance policies at the Contractor's expense or terminate this Agreement but City has no obligation to renew any policies.

12.3. Required Types of Insurance

The Contractor shall purchase and maintain, at its own expense, during the term of this Agreement the following types and amounts of insurance in the form and from companies satisfactory to the City.

Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
 \$100,000. Each Employee Bodily Injury by Disease
 \$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly

with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- a. Premises and Operations
 - b. Owners' & Contractors' Protective
 - c. Products & Completed Operation
 - d. Explosion, Collapse & Underground Conditions
 - e. Blanket Contractual Liability
 - f. Personal Injury Liability
 - g. Broad Form Property Damage Endorsement, including Completed Operations
 - h. Independent Contractors
 - i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
 - j. Pollution Liability (if applicable)
 - k. Asbestos Abatement (if applicable)
 - l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)

\$250,001 - <u>\$3,000,000</u>	\$1 Million Each Occurrence
	\$1 Million General Aggregate *
	\$1 Million Aggregate Products & Completed Operations
	\$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be

deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

12.4 **Performance and Payment Bonds**

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of

credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
 9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
 10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.
- 12.5. The provisions of this section shall survive the cancellation or termination of this Agreement.

13. LOCAL GOVERNMENT POLICIES & FHWA-1273 REQUIRED PROVISIONS

- 13.1. **Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) 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 the 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 Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

**THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN
OF PUBLIC RECORDS AT:**

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

- 13.2. **Financial Records.** Contractor agrees to maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. City shall have the right to audit the books, records, and accounts of Contractor that are directly related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years the books, records, and accounts shall be retained until resolution of the audit findings; provided, however, that it shall be City's responsibility to notify Contractor of the pendency of such audit. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.
- 13.3. **Payments Subject to Appropriation.** Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year of City is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. If at any time funds are not appropriated for the Services and Deliverables provided or to be provided under this Agreement, cancellation shall be accepted by Contractor with thirty (30) days prior written notice, but failure to give such notice shall be of no effect. Termination by the City due to nonappropriation shall be without a termination charge by Contractor. City shall not be obligated to pay Contractor under this Agreement beyond the date of termination except as set forth in Section 6 – Termination. City's obligation to pay Contractor is limited to the budgeted amount for a fiscal year approved by the City Commission for the then current fiscal year of this Agreement and is otherwise limited to legally available non-ad valorem tax revenues. Contractor shall have no right to compel the City Commission to appropriate funds for any fiscal year to pay the compensation set forth in Section 5 – Contract Price and Compensation. The parties agree to review the Project Work Plan and remaining work to be performed in advance of each new fiscal year for the City to compare the funding allocated for the next fiscal year to the cost of the remaining Scope of Work, to determine whether or not the allocated funding will be adequate to cover all Work in this Agreement to be completed in the next fiscal year. The cost of the remaining Work shall be the agreed price for each service under this Agreement less all amounts paid and less all amounts on pending undisputed invoices. Unless

the parties agree that the funding allocated for the next fiscal year is adequate for the next fiscal year's Work, either party may terminate this Agreement in accordance with the provisions of Section 6 – Termination.

13.4. No Contingent Fees.

13.4.1. Neither Contractor nor any parent or subsidiary corporation has employed or retained any company or persons, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that they have not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, City shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

13.4.2. For the breach or violation of this section, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the outstanding Project fees, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

13.5. No Code Violation or Past Due Debt. Contractor warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the City Code of Ordinances, and does not owe the City any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Agreement and the City shall have the right to terminate this Agreement as set forth herein. Contractor expressly agrees that the City may withhold from any payment or monies owed to Contractor any amounts due the City from Contractor for any legal obligation of Contractor to the City, including without limitation real property taxes, personal property taxes, fees, and commissions.

13.6. Changes due to amendment to applicable laws. The Contractor acknowledges that its provision of services is strictly subject to federal and state laws and regulations which may, from time to time, be amended by the appropriate jurisdictions. In the event that any such federal or state law, regulation or agency guideline is amended after the effective date of this Agreement, the City may initiate an amendment to this Agreement reflecting that change in applicable federal or state law, regulation or guideline. The Contractor shall fully cooperate and approve such amendment. Failure of the City to initiate such an amendment shall not relieve the Contractor for compliance with all applicable federal and state laws, regulation or guideline in its provision of services under this Agreement.

13.7. Compliance with Applicable Laws. Contractor shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Agreement. Contractor shall comply with all contract requirements of FHWA-1273 for federal aid construction contracts. All such requirements are physically incorporated into this Agreement by attachment of Exhibit D to this Agreement. Contractor shall protect and indemnify City

and all its officers, agents, servants and employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused or committed by Contractor, its representatives, subcontractors, professional associates, agents, servants or employees. Additionally, Contractor shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Agreement from the federal government, State of Florida, City of Ormond Beach or municipalities when legally required and maintain same in full force and effect during the term of this Agreement.

- 13.8. **Drug Free Workplace.** The City is a drug-free and smoke-free workplace. Contractor agrees that it shall provide a drug-free environment to its personnel during the Terms of this Agreement and will comply, subject to the prior receipt thereof, with the City's policies on drug-free and smoke-free work place during the term of this Agreement.
- 13.9. **Background Checks.** Contractor understands that a valid State of Florida picture identification and annual background checks through the Florida Department of Law Enforcement (FDLE) will be required for all personnel working at any City Facility. These checks shall be reviewed and mutually approved by the Contractor and City Public Works Operations Manager prior to an employee starting work at any City site(s). All cost associated with obtaining the required clearances shall be the responsibility of the Contractor.
- 13.10. **Employment of Illegal Aliens.** Contractor certifies that it does not knowingly or willingly and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- 13.11. **Nondiscrimination and Americans with Disabilities Act.** Contractor shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Agreement. Contractor agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing all Services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In performing under this Agreement, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

14. **DISPUTE RESOLUTION**

- 14.1. If Contractor disputes any determination by the City Public Works Operations Manager, or his designee, that some or all of an invoice shall not be paid, the determination shall be appealed by the Contractor to the City Manager within fifteen (15) days of notification to the Contractor that some or all of the disputed invoice will not be paid. The City Manager, or her designee, shall schedule and conduct a hearing within ten (10) days of the receipt of the notice of appeal. The City Manager, or her

designee, will render a decision on the appeal within five (5) business days from the date of the hearing. The decision of the City Manager is final administrative action. Either party may appeal the decision of the City Manager by petition for writ of certiorari to the Circuit Court in and for Volusia County. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the City Manager. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

15. CLAIMS NOTICE

- 15.1. The Contractor shall timely report in writing to the City's Director of Risk Management any incident which it believes might result in a claim or claims against the City under any of the coverages mentioned herein.

Name:	Risk Management Department
Address:	22 South Beach Street Ormond Beach, Florida 32174
Telephone:	(386) 676-3323
Fax:	(386) 676-3229

16. SUCCESSORS AND ASSIGNS

- 16.1. City and Contractor each binds itself and its partners, successors and successors in interest, affiliates, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement. Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without first providing City with a processing fee of Five Hundred Dollars (US\$500.00) and obtaining City's prior written consent, which consent City may withhold, limit and/or condition in City's sole discretion, including, but not limited to posting a performance bond. Any consent by the City under this section shall be by written amendment to the Agreement in a form and substance specified by the City in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall, no less than one hundred twenty (120) days prior to the assignment's proposed effective date, provide City with a written request for City's consent.

- 16.1.1. Failure by the Contractor to obtain the City's consent in accordance with this section prior to assignment or other conveyance shall: 1) constitute a material breach of the Agreement; and 2) entitle the City to retain any and all legal rights, claims and defense to enforce this section, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the City in accordance with the Agreement to the Contractor or any person or entity prior to the Contractor obtaining the City's consent to the assignment shall not constitute a waiver of the rights of the City under this section.

- 16.1.2. Nothing herein shall preclude the right of the City to waive its rights under this section but no waiver shall be granted by the City without amendment to the

Agreement. The Contractor is hereby placed on notice that the City may demand a discount of up ten percent (10%) from those rates or compensation for the goods or services established in the Agreement as a condition to execution of the amendment. Neither City nor Contractor shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

17. ADDITIONAL RIGHTS AND REMEDIES.

- 17.1. The rights and remedies of the Parties provided for under this Agreement are in addition to any other rights and remedies provided by law; the Parties may assert their right of recovery by any appropriate means including, but not limited to, set-off, suit, with-holding, recoupment, or counterclaim, either during or after performance of this Agreement.

18. CONTROLLING LAW

- 18.1. This Agreement is to be governed by the laws of the State of Florida. Venue for any litigation between the parties to this Agreement shall be in the State Circuit Court in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

19. MODIFICATIONS TO AGREEMENT

- 19.1. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

20. NOTICE

- 20.1. All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

In the case of City:	with a copies of legal notices to:
City of Ormond Beach Attn: Director of Purchasing Address: 22 South Beach Street Ormond Beach, Florida 32174 Phone: (386) 676-3223 Fax: (386) 676-3374	City of Ormond Beach Attn: City Attorney Address: 173 South Beach Street Ormond Beach, Florida 32175 Phone: (386) 676-3392 Fax: (386) 676-3321

In the case of Contractor:	with a copy of legal notices to:
David McIntyre, President Ceres Environmental Services, Inc. 6968 Professional Parkway East Sarasota, FL 34240	David McIntyre, President Ceres Environmental Services, Inc. 6968 Professional Parkway East Sarasota, FL 34240

21. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.
22. **Verification of Employment Status Using E-Verify System**
- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
 - (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 - (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.
23. This Agreement, together with any exhibits, schedules, attachments and amendments thereto, and constitute the entire Agreement between City and Contractor and supersede all prior written or oral understandings.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first below written.

**CERES ENVIRONMENTAL
SERVICES, INC.**

CITY OF ORMOND BEACH

By: _____
Name: _____
Title: _____

By: _____
Bill Partington
Mayor

Attest: _____
Name: _____
Title: _____

Attest: _____
Joyce Shanahan
City Manager

Dated: _____

Dated: _____

Exhibit A – Scope of Work
Exhibit B – Project Specific Definitions
Exhibit C – Rate Structure
Exhibit D – FHWA Form 1273
Exhibit E – FHWA Buy America
Exhibit F – Sample Load Ticket
Exhibit G – Hazardous Stump Extraction and Removal Eligibility
Exhibit H – City Map with Zones

EXHIBIT "A"

SCOPE OF SERVICES

Description of Designated Areas

- A. The designated area for debris removal (the City right-of-way) is bounded by the City limits of Ormond Beach and includes public property and Right-of-Ways (ROW), City parks and City debris staging areas within the incorporated areas of the City and may include private segments within the jurisdictional boundaries of the City (see Exhibit G). The City Debris Manager may also authorize the Contractor to perform debris removal on non-City roadways, waterways or other areas, as directed in writing by the City Debris Manager. If tasked with debris removal from Federal Aid Highway segments within Florida Department of Transportation, District 5 under the Federal Highway Administration (FHWA) Emergency Relief (ER) Program, the Contractor will be required to provide crews separate from those providing City ROW debris removal services. The crews allocated to provide debris removal from FHWA-ER eligible roadways will only collect debris from FHWA-ER eligible roadways. Further, the Contractor shall abide by all eligibility requirements and guidance set forth by FHWA for debris removal on FHWA-ER Program Eligible roadways to include those identified in Exhibit B – FHWA Form 1273.
- B. The City Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.
- C. All debris identified by the City Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the City is at the discretion of the City Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the City Debris Manager in writing.
- D. Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.
- E. Contractor shall deliver all disaster related debris to a City approved Debris Management Site (DMS) or City Designated Final Disposal Site that have been

approved to receive storm-generated debris and adhere to all local, state and federal regulations.

- F. The City will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the City, the City may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the City. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and the Florida Department of Environmental Protection (FDEP). All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use.
- G. The Designated Final Disposal Site is the Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124. Additional City Designated Final Disposal Sites may be approved by the City in writing depending on the severity of the disaster and the amount of debris generated.
- H. All City Designated Final Disposal Sites must be approved, in writing, by the City Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the City Debris Manager.
- I. Payment for disposal costs such as tipping fees incurred by the Contractor at a City Designated Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the City as a pass through cost. Prior to reimbursement by the City, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haulout ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the City Designated Final Disposal Site.
- J. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.
- K. The City reserves the right to inspect DMS, verify quantities and review operations at any time.

- L. The City, at its sole discretion, may elect to perform work with in-house forces or additional contract forces.

Scope of Services

All debris removal and disposal management services shall be in accordance with all applicable federal and state laws, and environmental regulations. Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City Debris Manager. Work shall also include the clearing and removing of any and all "Eligible" debris as most currently defined (at the time written Notice to Proceed orders are issued and executed by the City for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, Federal Highway Administration (FHWA) Emergency Relief (ER) Program to include those identified in Exhibit B – FHWA Form 1273 and as directed by the City Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA or FHWA during the course of a debris removal project. The aforementioned definition of "Eligible" applies to all uses throughout this Scope of Services. Work will include: examining debris to determine whether or not debris is Eligible; loading the debris; hauling debris to City approved DMS(s) or City Designated Final Disposal Site(s); reducing disaster related debris; hauling reduced debris to a City Designated Final Disposal Site; disposing of reduced debris at a City Designated Final Disposal Site or ORSWMF and supporting documentation. Debris not defined as Eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled, dumped or reimbursed under this contract unless written instructions are given to the Contractor by the City Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Notice to Proceed orders, unless otherwise directed by the City Debris Manager, in writing. This includes, but is not limited to:

1. Emergency Road Clearance

At the request of the City this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from City roadways, to make them passable immediately following a declared disaster event. All roadways designated by the City Debris Manager shall be clear and passable within 70 working hours of the issuance of Notice to Proceed from the City to conduct emergency roadway clearance work. The City may choose to extend the Contractor's 70 hour limit through a written request. Clearance of these roadways

will be performed as identified by the City Debris Manager. The Contractor shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. Eligible ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible disaster-related vegetative debris existing on the City ROW to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, Eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of Eligible vegetative debris existing in the City will be performed as identified by the City Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS or a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- e. Entry onto private property for the removal of Eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.
- f. The Contractor must provide traffic control as conditions require or as directed by the City Debris Manager.

3. Eligible ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible Construction and Demolition (C&D) debris existing on the City ROW to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, Eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of Eligible C&D debris existing in the City ROW will be performed as identified by the City Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific ROE legal and operational procedures.
- f. The Contractor must provide traffic control as conditions require or directed by the City Debris Manager.

4. DMS(s) Management, Operations and Reduction Through Grinding

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through grinding of Eligible disaster related debris. Grinding must be approved by the City Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.

- g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
- h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 6. Depending on the volume of HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.
- j. Contractor is responsible for providing twenty-four (24) hour DMS(s) security.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (**See Debris Site Tower Specifications**).
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

5. DMS(s) Management, Operations and Reduction Through Air Curtain Incinerators

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of Eligible disaster related debris. ACI reduction must be approved by the City Debris Manager, Division of Forestry, FDEP and any other applicable regulatory agencies as required prior to commencement of reduction

activities. DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDEP. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDEP guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s)
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
- h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 7. Depending on the volume of HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.
- j. Contractor is responsible for providing twenty-four (24) -hour DMS(s) security and fire tender.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (**See Debris Site Tower Specifications**).

- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

6. Haul-Out of Reduced Debris to a City Designated Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced Eligible material such as ash, compacted C&D, mulch, etc., existing at a City approved DMS(s) to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the City for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-City Designated Final Disposal Site.

7. Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous trees six (6) inches or greater in diameter, measured 4.5 feet from the base of the tree and Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW. Debris generated from the removal of Eligible hazardous trees and Eligible hanging limbs two (2) inches or greater existing in the City ROW will be placed in the safest possible location on the City ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous leaning trees less than six (6) inches in diameter, measured 4.5 feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The City will not compensate the Contractor for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all Eligible hazardous leaning trees and Eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW then Contractor must load the resulting debris as Eligible hazardous leaning tree or Eligible hazardous hanging limbs as they are removed.

- a. Eligible hazardous trees will be identified by the City or its authorized representative for removal. Removal and placement of Eligible hazardous trees six (6) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. In order for leaning or hazardous trees to be removed and Eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
 1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
 2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
 3. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
 4. The tree has a split trunk that exposes heartwood.
- b. Eligible hazardous hanging limbs will be identified by the City or its authorized representative for removal. Removal and placement of Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. In order for hanging limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:
 1. The limb is greater than two (2) inches in diameter.
 2. The limb is still hanging in a tree and threatening a public-use area.
 3. The limb is located on improved public property.

8. Removal of Eligible Hazardous Stumps

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree existing on the City ROW. Further, debris generated from the removal of uprooted stumps existing on the City ROW will be transported to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and twenty-four (24) inches or less in diameter will be considered normal Eligible vegetative debris and removed in accordance with scope of services item 2. The diameter of Eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See

Exhibit C – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

- a. Eligible hazardous stumps will be identified by the City or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. In order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:
 1. Fifty percent (50%) or more of the root ball is exposed.
 2. The stump is on City ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Exhibit C – FEMA DAP 9523.11). The City or its authorized representative will measure and certify all Eligible stumps prior to removal.

9. Eligible Household Hazardous Waste Removal Transport and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of Eligible HHW from the ROW to a TSDF.

- a. The removal, transportation and disposal of Eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. All HHW shall be managed as hazardous waste and disposed of at a permitted Hazardous Waste TSDF.

10. Eligible ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of Eligible white goods from the ROW, removal of refrigerants, transportation to a City approved DMS, decontamination, and transportation to a City approved facility for recycling.

The designated facility for recycling must be approved in writing by the City. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged. White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

- a. The removal, transportation and recycling of Eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
 1. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.
- b. The Contractor shall recycle all Eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- c. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a designated City approved DMS for refrigerant removal by the Contractor's qualified technicians.

11. Eligible E-Scrap Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper disposal of Eligible E-Scrap from the ROW to a City Designated E-scrap recycling facility. Eligible E-Scrap includes, but is not limited to, televisions, computers, computer monitors and microwaves in areas identified and approved by the City. The Contractor shall recycle or dispose of all Eligible E-Scrap Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

12. Eligible Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a City Designated Final Disposal Site. Contractor shall coordinate activities with the City of Ormond Beach/Volusia County Animal Services Division and the Volusia County Health Department.

13. Other Debris Removal Work

- a. **Marine Debris Removal** - The Contractor shall clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by the City, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the City or its representative.
- b. **Sand Screening** - The Contractor shall screen all sand to remove Eligible debris deposited as a result of a natural or manmade disaster as directed by the City, in writing. 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 or designated site. Eligible debris removed from the sand shall be collected, hauled and processed at the DMS.

14. Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the City. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of Non-RACM structures, as well as Eligible scattered C&D debris on private property, will be transported to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- b. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
- c. Removal and transportation of Eligible Non-RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
- d. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

- e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

15. Eligible Demolition, Removal, Transport and Disposal of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible RACM structures on private property within the jurisdictional limits of the City. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of structures, as well as Eligible scattered C&D debris on private property, will be transported to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- b. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
- c. Removal and transportation of Eligible RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
- d. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

Technical Specifications

Notice To Proceed Orders

The City Public Works Director or representative shall issue official written Notice to Proceed (NTP) orders for the services referenced in this contract. The NTP orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. If the Contractor's authorized representative is on site in the City then the NTP orders will be hand delivered. Under no circumstances shall the City be liable for any services rendered unless the written NTP orders have been sent and received by the Contractor(s). Contractor(s) must acknowledge receipt of the NTP orders in writing to the City Public Works Director or representative.

Documentation Management and Support

The Contractor shall provide data management and support to the City during the disaster recovery effort including but not be limited to:

- a. Assist the City in the preparation of FEMA and State reports for reimbursement, including training of agency/department employees and review of documentation prior to submittal.
- b. Work closely with State Emergency Management, FEMA, and other agencies to insure that debris collection, debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility.
- c. Utilize City tracking documentation and/or provide approved collection/disposal tickets, field inspection stations and reports, and other required documentation to support and provide substantiation for FEMA, Federal, State and City reimbursement.
- d. The Contractor shall conduct daily meetings with the City to provide updates on the status of operations, discuss issues/problems, and daily work schedules. The Contractor shall provide daily reports in a format approved by the City that detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done detailing the street names beginning and ending cross streets and address blocks and city limit lines when applicable where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced and disposed. The reports shall include issues requiring attention and other information requested by the City.
- e. The Contractor shall maintain, in an approved and safe place at the site, one record copy of all load tickets, disposal tickets, field inspection reports and other data sufficient to provide substantiation of debris removal costs for Federal and State reimbursement applications along with Written Amendments, Change Orders, Work Change Directives, Change Orders and written interpretations and clarifications in good order and annotated to show all changes made during the execution of the work. These record documents, together with all approved

samples, shall be available to the City for reference. Upon completion of the work, these record documents and samples shall be delivered to the City.

Mobilization/Response

Within twenty-four (24) hours of the City being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the City regarding potential contract activation. Within twelve (12) hours of being issued NTP orders from the City, the Contractor(s) shall mobilize equipment and resources in the City. Within twenty-four (24) hours of being issued NTP orders from the City, the Contractor(s) shall be prepared to begin debris removal operations as directed by the City Debris Manager. As part of the Contractor's mobilization effort the Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the City.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

The City strongly encourages the use of local resources. The Contractor(s) shall perform at least 30% of the work with its own forces and give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers. A list of subcontractors will be required when activated and maintained current throughout the activation. The City reserves the right to approve all subcontractors and updates thereto. The preference for the use of local resources is not applicable to FHWA funded Emergency Relief projects.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the City. The project manager shall provide a telephone number to the City with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the City Debris Manager and/or City authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, City coordination and damage repairs. Frequency of meetings may be adjusted by the City Debris Manager. The

Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the City Debris Manager.

Equipment

- a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- b. 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 sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the City's authorized representatives prior to its use by the Contractor(s).
- c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a City approved DMS or a City Designated Final Disposal Site.
- d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.
- e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the City Debris Manager.
- f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the City Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety

items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the City Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Contractor for traffic control is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services.

Rapid Response Crew

Contractor(s) shall be required to provide the City with access to one or more Rapid Response Crews (RRC) as directed by the City. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the City Debris Manager or the City's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the City deems a priority for overall City recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and the Contractor(s). Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four (24) hour, seven (7) days a week basis.

Production Rates For Debris

The Contractor commits to the following productions rates for debris removal:

- a. Up to one hundred thousand (100,000) cubic yards 10 calendar days from Notice to Proceed (NTP).
- b. Up to two hundred fifty thousand (250,000) cubic yards 15 calendar days from NTP.
- c. Up to five hundred thousand (500,000) cubic yards 30 calendar days from NTP.
- d. Up to one million (1,000,000) cubic yards 60 calendar days from NTP.
- e. Greater than one million (1,000,000) cubic yards after 60 calendar days, two hundred fifty thousand (250,000) cubic yards every 15 calendar days thereafter.
- f. The ability to be fully operational for the reduction and disposal of debris within 72-hours of initial NTP.
- g. The ability to incinerate daily debris volumes within thirty (30) days on a first in, first out basis. Contractor shall use double air feed curtain, as directed to incinerate debris.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The City reserves the right to require the Contractor to dismiss or remove from the project any workers as the City sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Existing Utilities

- a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.
- b. The City may choose either to have the Contractor(s) make the necessary repairs or have the Contractor(s) pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

- a. The Contractor(s) shall provide as many towers as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the City or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.
- b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the City Debris Manager due to unsuitable conditions at the tower.

Facilities at DMS Locations

The Contractor(s) shall provide as many portable toilets as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.

Ownership of Debris

All debris residing in the City ROW and City provided DMS(s) shall be the property of the City until final disposal at a properly permitted disposal site.

Environmental Protection

- a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. Contractor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMSs. Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- c. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the City Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the City Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- d. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- e. The Contractor(s) shall immediately report and document all incidents to the City Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.
- f. The Contractor must notify the City regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup.

Documentation and Measurement

- a. Proper documentation as required by Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA) or other federal and state natural disaster response agency shall be provided for all debris removal operations to ensure reimbursement to the City from the appropriate agency.
- b. Contractor is responsible for ensuring that all labor and equipment used for Emergency Push activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
- c. All Contractor(s) trucks used for collection and hauling of Eligible debris from the City ROW to City approved DMSs or City Designated Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the City or City-authorized representative. The Contractor shall provide a representative to attest to the certification/measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the City of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the City Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a City authorized representative each time it returns to work from other contracts or communities.
- d. The Contractor(s) is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
- e. Pre-numbered load tickets will be provided by the City or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the City or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the City will be authorized for use.
 1. Each ticket shall be of a type that consists of one original and three carbon-copy duplicates.
 2. Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement and City authorized representative name and signature. No payment will be made by the City for incomplete load or unit rate tickets submitted for payment.
 3. Load tickets will be issued by an authorized representative of the City at the collection site. The City authorized representative will complete the applicable portion of the load ticket, keep one (1) copy and provide the three remaining copies to the vehicle operator. Upon arrival at the DMS or City Designated Final Disposal Site, the vehicle operator will present the three

copies of the load ticket to the City authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the City authorized representative present at the DMS or City Designated Final Disposal Site. The City authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The City will keep the original copy, one (1) copy will be given back to the vehicle operator and the remaining one (1) copy will be provided to the Contractor.

4. Loads of processed (e.g., chipped) debris being hauled from a DMS to a City Designated Final Disposal Site will follow the same load ticket procedures. A City authorized representative will initiate the load ticket at the DMS. Another City authorized representative will validate and sign the ticket at the City Designated Final Disposal Site.
5. The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

Payment

- a. The City, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the City, or its authorized representative, will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the City be responsible for unpaid incomplete tickets.
- b. Private property and FHWA-ER funded roadway debris removal operations will be invoiced separately from ROW collection removal operations. The City reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s).
- c. Invoices shall be submitted to the City's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the City. Invoice detail submittals will be checked against City records. City records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the City authorized representative to the City for payment.

- d. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the City, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the City to repair damages caused by the Contractor(s) to public or private property.
- e. No separate payment will be made for mobilization and demobilization operations or any travel per diem costs. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.
- f. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the City from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the City prior to final retainage release.
- g. Payment for disposal cost incurred by the Contractor(s) at City Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of all applicable disposal site permits, a copy of the invoice(s) received by the City Designated Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the City Designated Final Disposal Site, and proof of Contractor payment to the City Designated Final Disposal Site.
- h. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the City Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
- i. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The City will only pay for those items deemed Eligible by FEMA or FHWA, unless the City otherwise agrees in writing.
- j. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the City for a period of seven (7) years following receipt of final payment for the services referenced herein.

EXHIBIT "B"

Project Specific Terms and Definitions

1. **ACM** – Asbestos Containing Material
2. **Authorized Representative** – City employees and/or contracted individuals designated by the City or City Debris Manager.
3. **Intentionally left blank**
4. **CEI** – Construction Engineering & Inspection
5. **CFR** – Code of Federal Regulations
6. **Chipping or Mulching** - The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms "chipping" and "mulching" are often used interchangeably.
7. **Cleanup Crew** – A group of individuals and/or an individual working for the disaster debris collection contractor collecting disaster debris.
8. **Construction and Demolition Debris (C&D)** – See Eligible Constructions and Demolition Debris
9. **County** – Volusia County, Florida
10. **City Debris Manager** – The City will designate a City Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the City.
11. **City Designated Final Disposal Site** – Tomoka Farms Road Landfill located at 1990 Tomoka Farms Road, Port Orange, FL 32124 or other final disposal sites or end users as designated and approved in writing by the City.
12. **WVTS** – West Volusia Transfer Station operated by the Volusia County Solid Waste Division located at 3151 East State Road 44, DeLand, FL 32724.
13. **Debris** – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, vegetative, construction and demolition debris and personal property.
14. **Debris Clearance** – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.
15. **Debris Management Site (DMS)** – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSRS) or Temporary Debris Staging and Processing Facility (TDSPPF).
16. **Debris Monitoring** – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

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17. **Debris Removal** – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.
18. **Debris Removal Contractor** – Conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.
19. **Demobilization** – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the City. The Contractor will leave all sites utilized clean and restored to the original state as approved by the City and verified through soil and groundwater samples.
20. **Demolition** – The act or process of reducing a structure, as defined by State or local code, to a collapsed condition. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.
21. **DEP** – Florida Department of Environmental Protection (FDEP)
22. **DDIR** – Detailed Damage Inspection Report
23. **Disaster Specific Guidance** – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.
24. **DMS** – Debris Management Site
25. **DOT** – Department of Transportation (Generally Florida DOT)
26. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Task Orders are issued and executed by the City to the Contractor) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.
27. **Eligible Construction and Demolition Debris** – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:
 - Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.

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28. **Eligible Hanger** – An eligible hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

29. **Eligible Hazardous Stump** – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

30. **Eligible Household Hazardous Waste (HHW)** – The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive or meet other listed criteria. Examples of Eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- HHW must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.
- HHW removal must be the legal responsibility of the applicant.
- HHW must be a result of the major disaster event.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the City with written authorization by the City Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

31. **Eligible Leaner** – A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six (6) inches in diameter or greater as measured 4.5 feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

- The tree has more than fifty percent (50%) of the crown damaged or destroyed (requires written documentation from an arborist).
- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

32. **Eligible Vegetative Debris** – As outlined in FEMA Publication 325, eligible vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

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- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
33. **Eligible White Goods** – As outlined in FEMA Publication 325, Eligible White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:
- White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
 - White goods removal must be the legal responsibility of the applicant.
 - White goods must be a result of the major disaster event.
34. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways. This program is administered by the Federal Highway Administration.
35. **EPA** – United States Environmental Protection Agency
36. **ER** – Emergency Relief
37. **E-Scrap** – End of life electronics, typically televisions, computers and related components
38. **FDEP** – Florida Department of Environmental Protection (DEP)
39. **FDOT** – Florida Department of Transportation
40. **FEMA** – Federal Emergency Management Agency
41. **FEMA Publication 325** – Debris Management Guide – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:
- Eliminating immediate threats to lives, public health and safety.
 - Eliminating immediate threats of significant damage to improved public or private property.
 - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
42. **FHWA** – Federal Highway Administration
43. **Field Inspector** – Monitor
44. **FMIS** – Fiscal Management Information System
45. **Force Account Labor** – Labor performed by the applicant's permanent, full time or temporary employees.

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46. **Garbage** – Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics and papers.
47. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
48. **Hangers** – See Eligible Hanger
49. **Hazardous Waste** – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity.
50. **HHW** – Household Hazardous Waste
51. **Hold Harmless** – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
52. **Household Hazardous Waste** – See Eligible Household Hazardous Waste
53. **Landfill** – The Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124.
54. **Leaners** – See Eligible Leaner
55. **Monitor** – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the City's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. (May also be referred to as a Field Inspector.)
56. **Mulching or Chipping** – See Chipping or Mulching
57. **Mutual Aid Agreement** - A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
58. **National Response Plan (NRP)** – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.
59. **TFRL** – Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124 (also referred to as Volusia County Landfill or Landfill)
60. **OSHA** – Occupational Safety and Health Administration
61. **Outbuilding** - Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.
62. **PPE** – Personal Protective Equipment. May also be referred to as "Safety Gear."
63. **RACM** – Regulated Asbestos Containing Material
64. **RCRA** – Resource Conservation and Recovery Act

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- 65. **Recycling** – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
- 66. **Refrigerant** – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
- 67. **Regulated Waste** – Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.
- 68. **RFB** – Request for Bid
- 69. **RFP** – Request for Proposal
- 70. **Right of Entry** – As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
- 71. **Right-of-Way** – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
- 72. **ROE** – Right-of-entry
- 73. **ROW** – Right-of-way
- 74. **RRC** – Rapid Response Crew
- 75. **Scale/Weigh Station** – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
- 76. **Volusia County Landfill** – Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124
- 77. **VCSWD** – The Volusia County Solid Waste Division
- 78. **TDSPF** - Temporary Debris Staging and Processing Facility. Site where collected debris is taken by the debris removal contractors for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DMS).
- 79. **TDSR Site** – Temporary Debris Storage and Reduction Site
- 80. **Temporary Debris Storage and Reduction Site** – Temporary Debris Storage and Reduction (TDSR) sites are locations designated by the City for the storage and reduction of disaster related debris.
- 81. **Tipping Fee** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
- 82. **TSDF** – Hazardous Waste Treatment, Storage and Disposal Facility.
- 83. **United States Army Corps of Engineers (USACE)** – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.
- 84. **White Goods** – See Eligible White Goods

Exhibit D

Acronyms

ACM	Asbestos Containing Material
VCC	Volusia County Council
C&D	Construction and Demolition
CBRA	Coastal Barrier Resources Act
CBRN	Chemical, Biological, Radiological and Nuclear
CBRS	Coastal Barrier Resources System
CEI	Construction Engineering and Inspection
CFR	Code of Federal Regulations
CTS	Central Transfer Station
CWA	Clean Water Act
CZMA	Coastal Zone Management Act
DDIR	Detailed Damage Inspection Report
DEP	Florida Department of Environmental Protection (Same as FEDP)
DMS	Debris Management Site
DOT	Department of Transportation
DPW	Department of Public Works
DRM	Disaster Recovery Manager
DTFL	Debris Task Force Leader
ECAP3	Environmental Compliance, Assistance and Pollution Prevention Program
EO	Executive Order
EPA	Environmental Protection Agency
ER	Emergency Relief
ESA	Endangered Species Act
ESF	Emergency Support Function
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FMIS	Fiscal Management Information System
GIS	Geographic Information System
GPS	Global Positioning System
HHW	Household Hazardous Waste
HUD	Department of Housing and Urban Development
IA	Individual Assistance
ICS	Incident Command System
JFO	Joint Field Office
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NRCS	Natural Resources Conservation Service
NRP	National Response Plan
OCC	Office of Chief Counsel
OSHA	Occupational Safety and Health Administration
TFRL	Tomoka Farms Road Landfill
PA	Public Assistance
PDA	Preliminary Damage Assessment
PNP	Private Non-Profit
PPDR	Private Property Debris Removal
PPE	Personal Protective Equipment
PW	Project Worksheet

Exhibit D

RACM	Regulated Asbestos Containing Material
RCRA	Resource Conservation and Recovery Act
RFB	Request for Bid
RFP	Request for Proposals
ROE	Right-of-Entry
ROW	Right-of-Way
RRC	Rapid Response Crew
SHPO	State Historic Preservation Officer
VCSWD	Volusia County Solid Waste Division
TDSPF	Temporary Debris Staging and Processing Facility
TDSR Site	Temporary Debris Storage and Reduction Site
USACE	United States Army Corps of Engineers
USCG	United States Coast Guard
USDA	United States Department of Agriculture
WSRA	Wild and Scenic Rivers Act

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Item No.	Description of Service	Unit	Bid Price
1	Load and Haul Vegetative Debris from ROW to a DMS (based on incoming CY)		
a	0-10 miles	CY	\$8.78
b	10.1-20 miles		\$8.98
c	20.1-30 miles		\$9.68
d	30+ miles		\$9.98
2	Load and Haul Construction and Demolition Debris from ROW to a DMS (based on incoming CY)		
a	0-10 miles	CY	\$9.48
b	10.1-20 miles		\$9.68
c	20.1-30 miles		\$10.38
d	30+ miles		\$10.68
3	Load and Haul Vegetative Debris from ROW directly to Approved Landfill (based on incoming CY)		
a	0-10 miles	CY	\$9.28
b	10.1-20 miles		\$9.48
c	20.1-30 miles		\$10.18
d	30+ miles		\$10.48
4	Load and Haul Construction and Demolition Debris from ROW to Approved Landfill (based on incoming CY)		
a	0-10 miles	CY	\$9.68
b	10.1-20 miles		\$9.88
c	20.1-30 miles		\$10.58
d	30+ miles		\$10.88
5	Demolition, Removal, Transport and Disposal of Non-RACM Structures		
a	0-10 miles	CY	\$15.25
b	10.1-20 miles		\$15.75
c	20.1-30 miles		\$16.25
d	30+ miles		\$16.75

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6	Demolition, Removal, Transport and Disposal of RACM Structures	CY	
a	0-10 miles		\$25.35
b	10.1-20 miles		\$26.25
c	20.1-30 miles		\$27.35
d	30+ miles		\$28.00
7	DMS Management (based on incoming CY)	CY	\$1.95
8	Vegetative Debris Reduction (based on incoming CY)	CY	
a	By Open Burn		\$0.45
b	By Air Curtain Incineration		\$1.95
c	By Grinding		\$2.45
9	Construction and Demolition Debris Reduction by Compaction	CY	\$0.98
10	Load and Haul Reduced Vegetative Debris to Final Disposal Site	CY	
a	0-10 miles		\$3.55
b	10.1-20 miles		\$4.55
c	20.1-30 miles		\$5.35
d	30.1-40 miles		\$6.15
e	40.1-50 miles		\$6.95
f	50.1+ miles		\$7.75
12	Load and Haul Reduced Construction and Demolition Debris to Final Disposal Site	CY	
a	0-10 miles		\$3.55
b	10.1-20 miles		\$4.55
c	20.1-30 miles		\$5.35
d	30.1-40 miles		\$6.15
e	40.1-50 miles		\$6.95
f	50.1+ miles		\$7.75
1	Removal of Dangerous Hanging Limbs	TREE	\$99.00
14	Removal of Dangerous Split, Uprooted or Leaning Trees and placing in ROW for pickup under CLIN #1 or #3	TREE	
a	Less Than 24"		\$50.00
b	Greater Than 24" but Less Than 36"		\$125.00
c	Greater Than 36"		\$195.00

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15	Removal, Haul and Disposal of Hazardous Stumps		
a	Greater Than 24" but Less Than 36"	TREE	\$150.00
b	Greater Than 36" but Less Than 48"		\$155.00
c	Greater Than 48"		\$215.00
16	Backfill for Hazardous Stump Removal	CY	\$28.50
17	Removal, Load, Haul and Dispose of Hazardous Household Waste	LB	\$4.98
18	White Goods Removal	EACH	\$44.00
19	Freon Removal	EACH	\$34.00
20	E-Waste Removal and Final Disposal	EACH	\$25.00
21	Dead Animal Carcasses	LB	\$0.98
22	Waterways and Drainage System Debris Removal	CY	\$79.88
23	Soil/Sand/Beach Screening Includes Sand collection, staging, screening, and hauling back to the beach. Excludes grading sand back to upper beach profile.	CY	\$17.85
24	Vehicle Removal	EACH	\$115.00
25	Land Based Vessel Removal		
a	Up to 20.9'	LF	\$21.00
b	Greater Than 21' but Less Than 30.9'		\$24.00
c	Greater Than 31' but Less Than 40.9'		\$29.00
d	Greater Than 41'		\$35.00

Ceres will pay tipping fee at final disposal site and bill the City at cost with no markup.

Note: Ceres Environmental Services, Inc. retains the capability and experience to remove other special debris. These prices can be negotiated as the need arises.

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Equipment	Hourly Rate w/ Op
Skid Steer	\$ 98.00
Telehandler	\$ 98.00
JD 544 Wheel Loader with Debris Grapple	\$ 134.00
JD 644 Wheel Loader with Debris Grapple	\$ 149.00
Truck and Trailer	\$ 34.00
Self-Loading Knuckleboom Truck (20-40 CYs)	\$ 165.00
Self-Loading Knuckleboom Truck (40-80 CYs)	\$ 185.00
Self-Loading Knuckleboom Truck (80+ CYs)	\$ 205.00

Personnel	Hourly Rate w/ Op
Laborer with Hand Tools	\$ 42.00
Flagger	\$ 42.00
Skilled Sawman	\$ 48.00
Equipment Operator	\$ 48.00
Crew Foreman with Truck and Communications	\$ 65.00
Operations Manager with Truck and Communications	\$ 75.00
Climber with Gear	\$ 55.00
Superintendent with Truck and Communications	\$ 70.00
Safety/QC Inspector with Truck and Communications	\$ 70.00

Per Addendum 2:	
CPI Increases (compounded) in Subsequent Years of Contract	Percentage
After Year 1	4.0%
After Year 2	3.5%
After Year 3	3.2%
After Year 4	3.0%

EXHIBIT "D"

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contract). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Exhibit E

TITLE 23--HIGHWAYS

CHAPTER I--FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF
TRANSPORTATION

PART 635--CONSTRUCTION AND MAINTENANCE--Table of Contents

Subpart D--General Material Requirements

Sec. 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of Sec. 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or

Exhibit E

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

Editorial Note: For a waiver document affecting Sec. 635.410, see 60 FR 15478, Mar. 24, 1995.

EXHIBIT F

CITY OF ORMOND BEACH

Cubic Yard Load Ticket

No. OB-

FIELD DATA

Contractor Name: Truck Driver Name:
(Print) P/U Date: / / P/U Time: ☐ First Pass ☐ Second Pass ☐ Subsequent Pass ☐ FHWA

RBS #	STREET NAME	ZONE #

Truck #: Certified Load Capacity:

CY

Materials:

- ☐ Vegetative
☐ Construction/Demolition
☐ White Goods
☐ Other (State type)

Field Inspector:

Signature

Field Inspector ID:

TOWER DATA

Disposal Date: / / Disposal Time:

Truck Load Size:

Max Load Capacity

x

% Loaded

=

Volume Hauled (CY)

x

=

Disposal Site: City Representative:

Signature

City Rep ID: Government Inspector (if applicable):

Signature

White - City

Green - Contractor

Pink - Driver

Gold - Other

EXHIBIT "G"

Hazardous Stump Worksheet

Applicant: _____

Date: _____

Applicant Representative: _____

Signature: _____

FEMA Representative (if available) _____

Signature: _____

State Representative (if available): _____

Signature: _____

	Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard		GPS (decimal degrees, 00.000000)		Tree Size (Diameter)	Eligible		Fill For Debris Stumps CY	Comments (See attached sketch, photo, etc.)
			Yes	No	Latitude (N)	Longitude (W)		Yes	No		
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

EXHIBIT "G"

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		



AGREEMENT FOR DEBRIS REMOVAL, REDUCTION AND DISPOSAL

This Agreement made and entered by and between Crowder-Gulf Joint Venture, Inc., duly authorized to conduct business in the State of Florida, whose principal place of business is located at 5629 Commerce Boulevard E., Mobile, AL 36619 (hereinafter the "Contractor") and the City of Ormond Beach, a chartered municipal corporation, whose address is City of Ormond Beach, 22 South Beach Street, Ormond Beach, Florida 32174 (hereinafter the "City").

WITNESSETH:

Whereas, the City requires a competent and qualified contractor to provide services in support of the City's debris removal, reduction and disposal operations; and

Whereas, the Contractor responded to City of Ormond Beach RFP No. 2021-17 for Debris Removal, Reduction, and Recovery operations;

Whereas, Contractor was one of four contractors selected by the City to perform such services for the City; and

Whereas, the City has determined that the Contractor is fully qualified to render the required services. Among the factors considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual; and

Whereas, it is anticipated that the services provided by the Contractor may be needed by the City after declared storm events; and

Whereas, it has been determined that the execution of this Agreement is beneficial to the people of the City of Ormond Beach, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by the Contractor and City, the parties agree and stipulate as follows:

1. **DEFINITIONS** as listed on Exhibit B.

2. **ORDER OF PRECEDENCE**

2.1. Exhibits A through H are attached hereto and incorporated herein as part of this Agreement. In the event of any inconsistency between this Agreement and its attached exhibits, the attached exhibits shall be controlling.

3. **SCOPE OF WORK**

3.1. **Scope of Services.** The Contractor shall provide services under this Agreement in accordance with the Scope of Services set forth in Exhibit "A."

3.2. **Performance Criteria:**

3.2.1. All Work or Services shall be performed in accordance with the Contract Documents.

3.2.2. All labor necessary to complete the Scope of Work shall be performed in a good and competent workmanlike manner to the satisfaction of the City.

3.2.3. The City shall not provide vehicles or equipment to the Contractor to perform the duties required under this Agreement nor will the City pay for any business, travel, office, or training expense or any other contract performance expense not specifically set forth in the scope of services of this Agreement.

3.2.3.1. The Contractor is not exclusively bound to the City and may provide service to other private and public entities as long as the service by the Contractor for such entities does not conflict with the Contractor's services to the City under this Agreement.

3.2.3.2 The City is not exclusively bound to utilize the services of Contractor for debris removal, reduction or disposal.

3.2.4. **Changes to Scope of Work.** The City may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment to the Agreement signed by the City and the Contractor.

If the Contractor believes that any particular work is not within the scope of the work of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the Agreement as written, the Contractor will be ordered to and shall continue with the work as changed and at the costs stated for the work within the scope. The Contractor must assert its right to an adjustment under this clause with 30 (thirty) days from the date of receipt of the written order.

3.2.5. **Time is of the Essence.** Time is of the essence for all work performed under this Agreement and all Projects performed in accordance herewith.

3.2.6. **Independent Contractor.** For each purpose related to this Agreement, Contractor's contractors or subcontractors shall be independent contractors with respect to the City and nothing herein shall create any association, partnership, joint venture or agency relationship between them.

3.2.7. City and Contractor shall exhaust all methods to resolve issues, including but not limited to, the Dispute Resolution procedures in Section 14 of this Agreement before any action is taken to declare the City or Contractor in default of this Agreement.

4. **TERM OF CONTRACT**

4.1. The Term of this Agreement shall commence on the Effective Date of this Agreement or when it is fully executed by all parties and shall have an initial term of three (3) years

from the Effective Date followed by two one (1) year renewal terms as approved by the City, at the same terms and conditions by giving the Contractor written notice prior to the expiration of the previous term.

The expiration of the Term of this Agreement shall have no effect upon this Agreement if renewed by the City. This Agreement may be renewed by the City if the City determines that renewal is in the best interest of the City. Said renewal shall be in writing and made a part of this Agreement and shall incorporate this Agreement by reference.

- 4.2. The Work or Services to be rendered by the Contractor shall be commenced, as specified in this Agreement as may be requested by the City for Projects issued hereunder, and shall be completed within the time specified therein.

5. CONTRACT PRICE AND COMPENSATION

- 5.1. In consideration of the performance of this Agreement by the Contractor, the City agrees to pay the Contractor monthly for services rendered and invoiced per Exhibit A and otherwise provided by this section and in accordance with the rates detailed in Exhibit C.

5.1.1. **Payments and Invoices.** Invoices or payment requests shall be addressed by Contractor and submitted to the City's Public Works Operations Manager in accordance with Exhibit A.

5.1.2. The City may withhold payment of any specific invoiced charges that it disputes in good faith and pay all undisputed charges on the invoice.

5.1.3. **Taxes.** City is a tax exempt entity and shall not be charged or invoiced for the payment of taxes for work or services performed under this Agreement.

5.1.4. **Contractor's Continuing Obligations.** Contractor's obligation to perform Work or Services in accordance with the Contract Documents shall be absolute. Neither approval of any progress nor payment to Contractor, nor any payment by City to Contractor under the Contract Documents nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by City shall constitute an acceptance of Work or Services not in accordance with the Contract Documents.

5.1.5. **Waiver of Claims.** Once the contract expires, or final payment has been requested and made, Contractor shall have no more than 30 calendar days to present or file any claim against the City concerning this Agreement. After that period, the Contractor will have waived any right to claims against the City concerning this Agreement.

6. TERMINATION

- 6.1. **Termination for Convenience.** This Agreement may be terminated by the City for convenience, with or without cause, in accordance with this Section 6 - Termination, in whole or in part from time to time upon thirty (30) days written notice to the Contractor. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of Work under this

Agreement is terminated, and the subsequent date upon which such termination becomes effective.

- 6.1.1 In the event this Agreement is terminated for convenience by City, Contractor shall be paid in accordance with terms of Section 5, to the date of termination. Upon being notified of City's election to terminate for convenience, Contractor and its Subcontractors shall refrain from performing further work or incurring additional expenses under the terms of this Agreement which is not specifically authorized in the Notice of Termination.

If termination of this Agreement occurs for any reason:

- 6.1.1.2. Except as otherwise provided in this Agreement, Contractor shall return to the City all City Confidential Information in Contractor's possession and shall certify in a written document signed by the Contractor and Public Works Operation Manager or his designee or any Amendment thereto then notice that all such information has been returned.
- 6.1.1.3. For all undisputed outstanding invoices submitted to the City prior to the effective date of the termination, the City shall cause payments to be made to Contractor within thirty (30) days of receipt of invoice. Contractor shall invoice the City for any sums Contractor claims to be owed by City under this Agreement for work performed from the last invoice to the effective date of termination. City will review such invoice for payment within fifteen (15) days of receipt and City will pay any undisputed amount within thirty (30) days.
- 6.2. After receipt of a Notice of Termination, and except as otherwise directed by the City, the Contractor shall:
- 6.2.1. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
- 6.2.2. Place no further orders or subcontracts for materials, Services or Work or facilities, except as may be necessary for completion of such portion of the Work under this Agreement as it is not terminated.
- 6.2.3. Terminate all orders and subcontracts pursuant to this Section 6 - Termination to the extent that they relate to the performance of Services or Work terminated by the Notice of Termination.
- 6.2.4. Assign to the City, in the manner, at the times and to the extent directed by the City, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- 6.2.5. With the approval of the City and to the extent required by the City, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. City's approval of such settlements shall be final for all the purposes of Section 6 -Termination.

6.2.6. Complete performance of such part of the Work or Services as shall not have been terminated by the Notice of Termination.

6.3. The Contractor may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to the City's Contract Administrator in the form of a Notice of Termination. After the City's receipt of such Notice of Termination, the Contractor shall submit to the City its termination claim, in the form and with a certification as prescribed by the City. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the City, upon request of the Contractor made in writing within such thirty (30) day period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the City may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

6.4. **Termination for Non-appropriation.**

6.4.1. This Agreement may be terminated in whole or in part by the City if the City does not appropriate the funding in any fiscal year necessary to pay the Compensation set forth in Section 5. Any such termination shall be effected by the delivery of Notice of Termination. A Notice of Termination shall specify the extent to which this Agreement is terminated and the date upon which termination will become effective.

6.4.2. In the event that this Agreement is terminated in whole for nonappropriation by the City, Contractor shall be paid to the date of termination in accordance with those rates established by Exhibit C.

6.5. Any provision of this Agreement that imposes or contemplates continuing obligations on a party, will survive the expiration or termination of this Agreement.

7. RESPONSIBILITY OF CONTRACTOR

7.1. Consistent with Section 3, Contractor's performance of Work or Services shall be in accordance with the terms and conditions of this Agreement. The Contractor's performance of Work or Services shall be as a contractor to the City to carry out the activities of the Scope of Work or Services under the direction of the City's Public Works Operations Manager, or his designee.

7.1.1. Contractor represents, covenants, and agrees that there are no obligations, commitments, or impediments of any kind that shall limit or prevent Contractor's performance of the Work or Services.

7.1.2. The Contractor agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the City.

7.1.3. Contractor represents, covenants, and agrees that all of the Work or Services to

be furnished by Contractor under this Agreement from the inception of this Agreement until the termination of this Agreement, shall be of the standard and quality that prevail among similarly situated contractors engaged in the Contractor's profession or practice in the State of Florida under the same or similar circumstances involving the same or similar Service or Work.

7.1.4. Contractor covenants and agrees as follows:

7.1.4.1. That Contractor recognizes that its special talent, training, and experience caused the City to select Contractor to perform services for the City;

7.1.4.2. That Contractor accepts the relationship of trust and confidence established between Contractor and the City by this Agreement;

7.1.4.3. That Contractor shall use its best efforts, skill, judgment, and abilities to perform all Work or Services under this Agreement; and,

7.1.5. Contractor represents, covenants, and agrees that its firm or business is duly registered and licensed to conduct business in the State of Florida and that the person executing this Agreement is a duly authorized and designated representative of Contractor directly in charge of the professional work and is duly registered and licensed under Florida law and pursuant to this Agreement.

7.1.6. Contractor represents, covenants, and agrees that it shall be liable for all errors or omissions proximately caused by Contractor, if any, in judgment relative to the Work or Services performed under this Agreement.

7.1.7. Contractor covenants and agrees to furnish efficient business administration of the Project and perform all Work or Services in the most expeditious and economical manner consistent with the standard of care applicable to a Contractor with the degree of skills and diligence normally employed by a licensed professional in his field, performing the same or similar services.

7.1.8. Contractor covenants and agrees that it shall, at its own cost, make good any defects in its Work or Services as soon as Contractor becomes aware of such defects or is notified of such defects. Should Contractor refuse or neglect to make good such defects within a reasonable time after receiving notice requesting such remedial work, then City shall be entitled to make good such defective Services at the expense of Contractor and/or terminate this Agreement. This commitment by Contractor is in addition to, and not in substitution for, any other remedy for defective Work or Services that City may have at law or in equity.

7.2. **Assurance.** Contractor gives City its assurance that all Work or Services performed under this Agreement shall be timely performed in a competent and workmanlike manner and in accordance with the specifications and requirements of the Contract Documents or approvals required under the Contract Documents. All Work not conforming to the specifications and requirements of the Scope of Work or approvals as set forth in the Scope of Work or Services shall be considered materially defective and constitute a breach of this Agreement.

- 7.3. All Work performed by Contractor including all general provisions, special provisions, project specifications, addendum, written interpretations, and written orders for minor changes in Work, shall comply with the Scope of Work or Services and all applicable local laws, codes, ordinances and statutes. Work not covered by Contract Documents shall not be required in a Project unless the City in its sole discretion determines that it is required by reasonable inference as being necessary to produce the intended Deliverable(s).
- 7.4. Contractor shall supervise and direct all Work or Services efficiently and with its best skill and in a competent and workmanlike manner.
- 7.5. **Concerning Subcontractors**
- 7.5.1. Contractor shall not employ any subcontractor, other person or organization against whom the City may have reasonable objection, nor shall Contractor be required to employ any subcontractor against whom it has reasonable objection. Contractor shall not make any substitution for any subcontractor who has been accepted by the City without the City's approval.
- 7.5.2. City's disapproval or requirement of removal or replacement of Contractor's employee or subcontractor shall be deemed for lawful reasons if in City's reasonable judgment, such Contractor 's employee or subcontractor poses a threat or causes harm to the health, welfare, safety, or morale of the City or its agencies, personnel or property or who fails any drug test administered in connection with this Agreement, or who has been convicted of a felony or a misdemeanor involving "moral turpitude" or has been released or dishonorably discharged or separated under conditions other than honorable from any of the Armed Forces of the United States.
- 7.5.3. Contractor shall be fully responsible for all negligent acts and omissions of its subcontractor and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any money due any subcontractor, except as may otherwise be required by law. City may furnish to any subcontractor to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.
- 7.6. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents and the terms and conditions of Section 13 of this Agreement for the benefit of the City.
- 7.7. The Contractor shall require all subcontractors or outside associates employed in connection with the performance of this Agreement to comply fully with the terms and conditions of this Agreement between the City and the Contractor.
- 7.8. Any subcontractors or subcontractors and/or outside associates required by the Contractor in connection with the services covered by this Agreement will be limited to such individuals or firms as are specifically identified for each Project assigned under

this Agreement. Any substitution of such subcontractors or associates will be subject to the prior written approval of the City Public Works Operations Manager.

8. INDEMNIFICATION

- 8.1. **Personal Injury and Property Damage.** Contractor shall, at its own expense, indemnify and hold harmless and defend the City and its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and its subcontractors or agents performing Work or Services under this Agreement, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Contractor, any of Contractor's subcontractors, anyone employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by a party indemnified under this section. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Agreement.
- 8.2. In all claims against the City or any of its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees by any employee of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor, contractor or any subcontractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 8.3. **Payment of Contractor's Subcontractors.** Contractor shall save and hold the City harmless from any and all claims or actions by Contractor's subcontractors for payment of monies such subcontractor claims to be owed by Contractor for Work performed under this Agreement.
- 8.4. Nothing in this Agreement shall create any obligation on the part of the City to pay directly to any subcontractors of Contractor any monies due to such subcontractor or claims of a subcontractor for amounts owed by Contractor to subcontractor for Work performed under this Agreement.

9. LIMITATION OF LIABILITY AND REMEDIES

- 9.1. **Sovereign Immunity.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort, contract or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the

benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

- 9.2. **No Third Party Beneficiaries.** Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 9.3. **Limitations on Damages.** If Contractor should become entitled to claim damages against the City for breach of contract arising from this Agreement, City will be liable only for the amount of the Contractor's actual direct damages up to the amount of the contract price that is the subject of the claim. In no event shall either Party be liable to the other for any incidental, indirect, special, punitive or consequential damages even if the Party knew or should have known about the possibility of such damages for any provision of this Agreement.
- 9.4. **Liquidated Damages.** Should the Contractor fail to complete requirements set forth in this Agreement, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time. Therefore, the Contractor shall pay the City, as liquidated damages, the following:
 - 9.4.1 The Contractor shall pay the City, as liquidated damages, \$5,000.00 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Release Orders.
 - 9.4.2 The Contractor shall pay the City, as liquidated damages, \$1,000.00 per load of disaster debris collected in the City that is not disposed of at an approved DMS or City Designated Final Disposal Site. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing the material to an unauthorized location.
 - 9.4.3 The Contractor shall pay the City, as liquidated damages, \$100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (60) inches remains on the site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection sites(s).
 - 9.4.4 The Contractor shall pay the City, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s).

10. **PUBLIC WORKS OPERATIONS MANAGER**

- 10.1. The Work or Services shall be provided by the Contractor under the direction of the Public Works Operations Manager, or his designee, except as limited by the City's Purchasing and Contracts Procedures, who shall have decision authority subject to the requirements of the City's Purchasing Procedures Manual for all phases of the Work, including general direction, review and approval of the Work or Services.

- 10.2. Neither the Public Works Operations Manager's review, approval or acceptance of, nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Contractor's negligent performance of the services furnished under this Agreement.

11. AUDIT AND EXAMINATION OF RECORDS

- 11.1. For purposes of verifying that invoices submitted, in conjunction with the negotiation of this Agreement or any agreement change or other modification are accurate, complete, and current, the City Public Works Operations Manager, or City's authorized representative(s), shall - until the expiration of three (3) years from the date of final payment under this Agreement - have the right to examine those books, records, documents and other supporting data that will permit adequate evaluation of the invoices submitted, along with the computations and projections used therein, which were prepared by the Contractor in connection with work under this Agreement. Unless the price is based on established catalog or market prices of commercial items sold in substantial quantities to the general public or prices are set by law or regulation. The Contractor agrees to insert the substance of this clause in all subcontracts hereunder so as to apply until three (3) years after final payment under the subcontract.

12. INSURANCE AND PERFORMANCE AND PAYMENT BONDS

12.1. General Insurance Requirements:

- 12.1.1. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
- 12.1.2. Approval by City of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of Work or Services by the Contractor or its Subcontractors for the entire term of this Agreement and for such longer periods of time as may be required under other clauses of this Agreement.
- 12.1.3. Waiver of Subrogation. The City and the Contractor hereby waive all rights against each other, their Subcontractors to the extent of the risk coverage by any insurance policy required hereunder for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of this Agreement. The Contractor shall require similar waivers from all its Subcontractors. This provision applies to all policies of insurance required under this Agreement (including Workers' Compensation, and general liability).
- 12.1.4. City Not Liable for Paying Deductibles. For all insurance required by Contractor, the City shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing Work or Services on behalf of the Contractor or for

the Contractor's benefit under this Agreement.

- 12.1.5. Cancellation Notices. During the term of this Agreement, Contractor shall be responsible for promptly advising and providing the City's Risk Management and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the City under this Agreement within two (2) calendar days of receipt of such notice or change.
- 12.1.6. For all on-site Work performed by Contractor, the City shall be named as an additional insured or additional named insured subject to review and determination by City's Risk Manager on all policies required under this Agreement.
- 12.1.7. Deductibles. For purposes of this Agreement, Contractor shall not obtain an insurance policy with a deductible or self-insurance provision.

12.2. **Proof of Insurance**

- 12.2.1. The Contractor and its Subcontractors shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
- 12.2.2. The Contractor shall furnish proof of insurance acceptable to the City prior to or at the time of execution of this Agreement and the Contractor shall not commence Work or provide any Service until the Contractor has obtained all the insurance required under this Agreement and such insurance has been filed with and approved by the City. Upon request from the City, the Contractor shall furnish copies of the following types of insurance policies and any changes or amendments thereto, immediately, to the City and City's Risk Management and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. This Agreement may be terminated by the City, without penalty or expense to City, if at any time during the term of this Agreement proof of any insurance required hereunder is not provided to the City.
- 12.2.3. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section 12. No Work or Services by Contractor or its Subcontractors shall be commenced until City has approved these policies or certificates of insurance. Further, the Contractor agrees that the City shall make no payments pursuant to the terms of this Agreement until all required proof or evidence of insurance has been provided to the City. This Contractor may be terminated by the City, without penalty or expense, if proof of any insurance required hereunder is not provided to the City.
- 12.2.4. The Contractor shall file replacement certificates with the City at the time of expiration or termination of the required insurance occurring during the term of this Agreement. In the event such insurance lapses, the City expressly

reserves the right to renew the insurance policies at the Contractor's expense or terminate this Agreement but City has no obligation to renew any policies.

12.3. **Required Types of Insurance**

The Contractor shall purchase and maintain, at its own expense, during the term of this Agreement the following types and amounts of insurance in the form and from companies satisfactory to the City.

Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
 \$100,000. Each Employee Bodily Injury by Disease
 \$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly

with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate * \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)

\$250,001 - <u>\$3,000,000</u>	\$1 Million Each Occurrence \$1 Million General Aggregate * \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be

deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

12.4 **Performance and Payment Bonds**

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of

credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
 9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
 10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.
- 12.5. The provisions of this section shall survive the cancellation or termination of this Agreement.

13. LOCAL GOVERNMENT POLICIES & FHWA-1273 REQUIRED PROVISIONS

- 13.1. **Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) 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 the 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 Clerk, in a format that is compatible with the information technology systems of the City.
 - (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

**THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN
OF PUBLIC RECORDS AT:**

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

- 13.2. **Financial Records.** Contractor agrees to maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. City shall have the right to audit the books, records, and accounts of Contractor that are directly related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years the books, records, and accounts shall be retained until resolution of the audit findings; provided, however, that it shall be City's responsibility to notify Contractor of the pendency of such audit. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.
- 13.3. **Payments Subject to Appropriation.** Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year of City is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. If at any time funds are not appropriated for the Services and Deliverables provided or to be provided under this Agreement, cancellation shall be accepted by Contractor with thirty (30) days prior written notice, but failure to give such notice shall be of no effect. Termination by the City due to nonappropriation shall be without a termination charge by Contractor. City shall not be obligated to pay Contractor under this Agreement beyond the date of termination except as set forth in Section 6 – Termination. City's obligation to pay Contractor is limited to the budgeted amount for a fiscal year approved by the City Commission for the then current fiscal year of this Agreement and is otherwise limited to legally available non-ad valorem tax revenues. Contractor shall have no right to compel the City Commission to appropriate funds for any fiscal year to pay the compensation set forth in Section 5 – Contract Price and Compensation. The parties agree to review the Project Work Plan and remaining work to be performed in advance of each new fiscal year for the City to compare the funding allocated for the next fiscal year to the cost of the remaining Scope of Work, to determine whether or not the allocated funding will be adequate to cover all Work in this Agreement to be completed in the next fiscal year. The cost of the remaining Work shall be the agreed price for each service under this Agreement less all amounts paid and less all amounts on pending undisputed invoices. Unless

the parties agree that the funding allocated for the next fiscal year is adequate for the next fiscal year's Work, either party may terminate this Agreement in accordance with the provisions of Section 6 – Termination.

13.4. No Contingent Fees.

13.4.1. Neither Contractor nor any parent or subsidiary corporation has employed or retained any company or persons, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that they have not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, City shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

13.4.2. For the breach or violation of this section, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the outstanding Project fees, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

13.5. No Code Violation or Past Due Debt. Contractor warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the City Code of Ordinances, and does not owe the City any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Agreement and the City shall have the right to terminate this Agreement as set forth herein. Contractor expressly agrees that the City may withhold from any payment or monies owed to Contractor any amounts due the City from Contractor for any legal obligation of Contractor to the City, including without limitation real property taxes, personal property taxes, fees, and commissions.

13.6. Changes due to amendment to applicable laws. The Contractor acknowledges that its provision of services is strictly subject to federal and state laws and regulations which may, from time to time, be amended by the appropriate jurisdictions. In the event that any such federal or state law, regulation or agency guideline is amended after the effective date of this Agreement, the City may initiate an amendment to this Agreement reflecting that change in applicable federal or state law, regulation or guideline. The Contractor shall fully cooperate and approve such amendment. Failure of the City to initiate such an amendment shall not relieve the Contractor for compliance with all applicable federal and state laws, regulation or guideline in its provision of services under this Agreement.

13.7. Compliance with Applicable Laws. Contractor shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Agreement. Contractor shall comply with all contract requirements of FHWA-1273 for federal aid construction contracts. All such requirements are physically incorporated into this Agreement by attachment of Exhibit D to this Agreement. Contractor shall protect and indemnify City

and all its officers, agents, servants and employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused or committed by Contractor, its representatives, subcontractors, professional associates, agents, servants or employees. Additionally, Contractor shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Agreement from the federal government, State of Florida, City of Ormond Beach or municipalities when legally required and maintain same in full force and effect during the term of this Agreement.

- 13.8. **Drug Free Workplace.** The City is a drug-free and smoke-free workplace. Contractor agrees that it shall provide a drug-free environment to its personnel during the Terms of this Agreement and will comply, subject to the prior receipt thereof, with the City's policies on drug-free and smoke-free work place during the term of this Agreement.
- 13.9. **Background Checks.** Contractor understands that a valid State of Florida picture identification and annual background checks through the Florida Department of Law Enforcement (FDLE) will be required for all personnel working at any City Facility. These checks shall be reviewed and mutually approved by the Contractor and City Public Works Operations Manager prior to an employee starting work at any City site(s). All cost associated with obtaining the required clearances shall be the responsibility of the Contractor.
- 13.10. **Employment of Illegal Aliens.** Contractor certifies that it does not knowingly or willingly and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- 13.11. **Nondiscrimination and Americans with Disabilities Act.** Contractor shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Agreement. Contractor agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing all Services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In performing under this Agreement, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

14. **DISPUTE RESOLUTION**

- 14.1. If Contractor disputes any determination by the City Public Works Operations Manager, or his designee, that some or all of an invoice shall not be paid, the determination shall be appealed by the Contractor to the City Manager within fifteen (15) days of notification to the Contractor that some or all of the disputed invoice will not be paid. The City Manager, or her designee, shall schedule and conduct a hearing within ten (10) days of the receipt of the notice of appeal. The City Manager, or her

designee, will render a decision on the appeal within five (5) business days from the date of the hearing. The decision of the City Manager is final administrative action. Either party may appeal the decision of the City Manager by petition for writ of certiorari to the Circuit Court in and for Volusia County. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the City Manager. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

15. CLAIMS NOTICE

- 15.1. The Contractor shall timely report in writing to the City's Director of Risk Management any incident which it believes might result in a claim or claims against the City under any of the coverages mentioned herein.

Name: Risk Management Department
 Address: 22 South Beach Street
 Ormond Beach, Florida 32174
 Telephone: (386) 676-3323
 Fax: (386) 676-3229

16. SUCCESSORS AND ASSIGNS

- 16.1. City and Contractor each binds itself and its partners, successors and successors in interest, affiliates, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement. Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without first providing City with a processing fee of Five Hundred Dollars (US\$500.00) and obtaining City's prior written consent, which consent City may withhold, limit and/or condition in City's sole discretion, including, but not limited to posting a performance bond. Any consent by the City under this section shall be by written amendment to the Agreement in a form and substance specified by the City in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall, no less than one hundred twenty (120) days prior to the assignment's proposed effective date, provide City with a written request for City's consent.

- 16.1.1. Failure by the Contractor to obtain the City's consent in accordance with this section prior to assignment or other conveyance shall: 1) constitute a material breach of the Agreement; and 2) entitle the City to retain any and all legal rights, claims and defense to enforce this section, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the City in accordance with the Agreement to the Contractor or any person or entity prior to the Contractor obtaining the City's consent to the assignment shall not constitute a waiver of the rights of the City under this section.

- 16.1.2. Nothing herein shall preclude the right of the City to waive its rights under this section but no waiver shall be granted by the City without amendment to the

Agreement. The Contractor is hereby placed on notice that the City may demand a discount of up ten percent (10%) from those rates or compensation for the goods or services established in the Agreement as a condition to execution of the amendment. Neither City nor Contractor shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

17. ADDITIONAL RIGHTS AND REMEDIES.

- 17.1. The rights and remedies of the Parties provided for under this Agreement are in addition to any other rights and remedies provided by law; the Parties may assert their right of recovery by any appropriate means including, but not limited to, set-off, suit, with-holding, recoupment, or counterclaim, either during or after performance of this Agreement.

18. CONTROLLING LAW

- 18.1. This Agreement is to be governed by the laws of the State of Florida. Venue for any litigation between the parties to this Agreement shall be in the State Circuit Court in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

19. MODIFICATIONS TO AGREEMENT

- 19.1. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

20. NOTICE

- 20.1. All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

In the case of City:	with a copies of legal notices to:
City of Ormond Beach Attn: Director of Purchasing Address: 22 South Beach Street Ormond Beach, Florida 32174 Phone: (386) 676-3223 Fax: (386) 676-3374	City of Ormond Beach Attn: City Attorney Address: 173 South Beach Street Ormond Beach, Florida 32175 Phone: (386) 676-3392 Fax: (386) 676-3321

In the case of Contractor:	with a copy of legal notices to:
Ashley Ramsay-Naile, President Crowder-Gulf Joint Venture, Inc. 5629 Commerce Boulevard E. Mobile, AL 36619	Ashley Ramsay-Naile, President Crowder-Gulf Joint Venture, Inc. 5629 Commerce Boulevard E. Mobile, AL 36619

21. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.
22. **Verification of Employment Status Using E-Verify System**
- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
 - (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 - (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.
23. This Agreement, together with any exhibits, schedules, attachments and amendments thereto, and constitute the entire Agreement between City and Contractor and supersede all prior written or oral understandings.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first below written.

**CROWDER-GULF
JOINT VENTURE, INC.**

CITY OF ORMOND BEACH

By: _____
Name: _____
Title: _____

By: _____
Bill Partington
Mayor

Attest: _____
Name: _____
Title: _____

Attest: _____
Joyce Shanahan
City Manager

Dated: _____

Dated: _____

Exhibit A – Scope of Work
Exhibit B – Project Specific Definitions
Exhibit C – Rate Structure
Exhibit D – FHWA Form 1273
Exhibit E – FHWA Buy America
Exhibit F – Sample Load Ticket
Exhibit G – Hazardous Stump Extraction and Removal Eligibility
Exhibit H – City Map with Zones

EXHIBIT "A"

SCOPE OF SERVICES

Description of Designated Areas

- A. The designated area for debris removal (the City right-of-way) is bounded by the City limits of Ormond Beach and includes public property and Right-of-Ways (ROW), City parks and City debris staging areas within the incorporated areas of the City and may include private segments within the jurisdictional boundaries of the City (see Exhibit G). The City Debris Manager may also authorize the Contractor to perform debris removal on non-City roadways, waterways or other areas, as directed in writing by the City Debris Manager. If tasked with debris removal from Federal Aid Highway segments within Florida Department of Transportation, District 5 under the Federal Highway Administration (FHWA) Emergency Relief (ER) Program, the Contractor will be required to provide crews separate from those providing City ROW debris removal services. The crews allocated to provide debris removal from FHWA-ER eligible roadways will only collect debris from FHWA-ER eligible roadways. Further, the Contractor shall abide by all eligibility requirements and guidance set forth by FHWA for debris removal on FHWA-ER Program Eligible roadways to include those identified in Exhibit B – FHWA Form 1273.
- B. The City Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.
- C. All debris identified by the City Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the City is at the discretion of the City Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the City Debris Manager in writing.
- D. Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.
- E. Contractor shall deliver all disaster related debris to a City approved Debris Management Site (DMS) or City Designated Final Disposal Site that have been

approved to receive storm-generated debris and adhere to all local, state and federal regulations.

- F. The City will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the City, the City may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the City. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and the Florida Department of Environmental Protection (FDEP). All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use.
- G. The Designated Final Disposal Site is the Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124. Additional City Designated Final Disposal Sites may be approved by the City in writing depending on the severity of the disaster and the amount of debris generated.
- H. All City Designated Final Disposal Sites must be approved, in writing, by the City Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the City Debris Manager.
- I. Payment for disposal costs such as tipping fees incurred by the Contractor at a City Designated Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the City as a pass through cost. Prior to reimbursement by the City, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haulout ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the City Designated Final Disposal Site.
- J. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.
- K. The City reserves the right to inspect DMS, verify quantities and review operations at any time.

- L. The City, at its sole discretion, may elect to perform work with in-house forces or additional contract forces.

Scope of Services

All debris removal and disposal management services shall be in accordance with all applicable federal and state laws, and environmental regulations. Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City Debris Manager. Work shall also include the clearing and removing of any and all "Eligible" debris as most currently defined (at the time written Notice to Proceed orders are issued and executed by the City for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, Federal Highway Administration (FHWA) Emergency Relief (ER) Program to include those identified in Exhibit B – FHWA Form 1273 and as directed by the City Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA or FHWA during the course of a debris removal project. The aforementioned definition of "Eligible" applies to all uses throughout this Scope of Services. Work will include: examining debris to determine whether or not debris is Eligible; loading the debris; hauling debris to City approved DMS(s) or City Designated Final Disposal Site(s); reducing disaster related debris; hauling reduced debris to a City Designated Final Disposal Site; disposing of reduced debris at a City Designated Final Disposal Site or ORSWMF and supporting documentation. Debris not defined as Eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled, dumped or reimbursed under this contract unless written instructions are given to the Contractor by the City Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Notice to Proceed orders, unless otherwise directed by the City Debris Manager, in writing. This includes, but is not limited to:

1. Emergency Road Clearance

At the request of the City this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from City roadways, to make them passable immediately following a declared disaster event. All roadways designated by the City Debris Manager shall be clear and passable within 70 working hours of the issuance of Notice to Proceed from the City to conduct emergency roadway clearance work. The City may choose to extend the Contractor's 70 hour limit through a written request. Clearance of these roadways

will be performed as identified by the City Debris Manager. The Contractor shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. Eligible ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible disaster-related vegetative debris existing on the City ROW to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, Eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of Eligible vegetative debris existing in the City will be performed as identified by the City Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS or a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- e. Entry onto private property for the removal of Eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.
- f. The Contractor must provide traffic control as conditions require or as directed by the City Debris Manager.

3. Eligible ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible Construction and Demolition (C&D) debris existing on the City ROW to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, Eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of Eligible C&D debris existing in the City ROW will be performed as identified by the City Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific ROE legal and operational procedures.
- f. The Contractor must provide traffic control as conditions require or directed by the City Debris Manager.

4. DMS(s) Management, Operations and Reduction Through Grinding

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through grinding of Eligible disaster related debris. Grinding must be approved by the City Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.

- g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
- h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 6. Depending on the volume of HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.
- j. Contractor is responsible for providing twenty-four (24) hour DMS(s) security.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (**See Debris Site Tower Specifications**).
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

5. DMS(s) Management, Operations and Reduction Through Air Curtain Incinerators

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of Eligible disaster related debris. ACI reduction must be approved by the City Debris Manager, Division of Forestry, FDEP and any other applicable regulatory agencies as required prior to commencement of reduction

activities. DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDEP. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDEP guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s)
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
- h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 7. Depending on the volume of HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.
- j. Contractor is responsible for providing twenty-four (24) -hour DMS(s) security and fire tender.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (**See Debris Site Tower Specifications**).

- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

6. Haul-Out of Reduced Debris to a City Designated Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced Eligible material such as ash, compacted C&D, mulch, etc., existing at a City approved DMS(s) to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the City for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-City Designated Final Disposal Site.

7. Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous trees six (6) inches or greater in diameter, measured 4.5 feet from the base of the tree and Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW. Debris generated from the removal of Eligible hazardous trees and Eligible hanging limbs two (2) inches or greater existing in the City ROW will be placed in the safest possible location on the City ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous leaning trees less than six (6) inches in diameter, measured 4.5 feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The City will not compensate the Contractor for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all Eligible hazardous leaning trees and Eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW then Contractor must load the resulting debris as Eligible hazardous leaning tree or Eligible hazardous hanging limbs as they are removed.

- a. Eligible hazardous trees will be identified by the City or its authorized representative for removal. Removal and placement of Eligible hazardous trees six (6) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. In order for leaning or hazardous trees to be removed and Eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
 1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
 2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
 3. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
 4. The tree has a split trunk that exposes heartwood.
- b. Eligible hazardous hanging limbs will be identified by the City or its authorized representative for removal. Removal and placement of Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. In order for hanging limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:
 1. The limb is greater than two (2) inches in diameter.
 2. The limb is still hanging in a tree and threatening a public-use area.
 3. The limb is located on improved public property.

8. Removal of Eligible Hazardous Stumps

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree existing on the City ROW. Further, debris generated from the removal of uprooted stumps existing on the City ROW will be transported to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and twenty-four (24) inches or less in diameter will be considered normal Eligible vegetative debris and removed in accordance with scope of services item 2. The diameter of Eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See

Exhibit C – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

- a. Eligible hazardous stumps will be identified by the City or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. In order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:
 1. Fifty percent (50%) or more of the root ball is exposed.
 2. The stump is on City ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Exhibit C – FEMA DAP 9523.11). The City or its authorized representative will measure and certify all Eligible stumps prior to removal.

9. Eligible Household Hazardous Waste Removal Transport and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of Eligible HHW from the ROW to a TSDF.

- a. The removal, transportation and disposal of Eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. All HHW shall be managed as hazardous waste and disposed of at a permitted Hazardous Waste TSDF.

10. Eligible ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of Eligible white goods from the ROW, removal of refrigerants, transportation to a City approved DMS, decontamination, and transportation to a City approved facility for recycling.

The designated facility for recycling must be approved in writing by the City. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged. White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

- a. The removal, transportation and recycling of Eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
 1. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.
- b. The Contractor shall recycle all Eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- c. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a designated City approved DMS for refrigerant removal by the Contractor's qualified technicians.

11. Eligible E-Scrap Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper disposal of Eligible E-Scrap from the ROW to a City Designated E-scrap recycling facility. Eligible E-Scrap includes, but is not limited to, televisions, computers, computer monitors and microwaves in areas identified and approved by the City. The Contractor shall recycle or dispose of all Eligible E-Scrap Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

12. Eligible Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a City Designated Final Disposal Site. Contractor shall coordinate activities with the City of Ormond Beach/Volusia County Animal Services Division and the Volusia County Health Department.

13. Other Debris Removal Work

- a. Marine Debris Removal - The Contractor shall clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by the City, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the City or its representative.
- b. Sand Screening - The Contractor shall screen all sand to remove Eligible debris deposited as a result of a natural or manmade disaster as directed by the City, in writing. 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 or designated site. Eligible debris removed from the sand shall be collected, hauled and processed at the DMS.

14. Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the City. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of Non-RACM structures, as well as Eligible scattered C&D debris on private property, will be transported to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- b. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
- c. Removal and transportation of Eligible Non-RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
- d. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

- e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

15. Eligible Demolition, Removal, Transport and Disposal of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible RACM structures on private property within the jurisdictional limits of the City. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of structures, as well as Eligible scattered C&D debris on private property, will be transported to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- b. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
- c. Removal and transportation of Eligible RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
- d. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

Technical Specifications

Notice To Proceed Orders

The City Public Works Director or representative shall issue official written Notice to Proceed (NTP) orders for the services referenced in this contract. The NTP orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. If the Contractor's authorized representative is on site in the City then the NTP orders will be hand delivered. Under no circumstances shall the City be liable for any services rendered unless the written NTP orders have been sent and received by the Contractor(s). Contractor(s) must acknowledge receipt of the NTP orders in writing to the City Public Works Director or representative.

Documentation Management and Support

The Contractor shall provide data management and support to the City during the disaster recovery effort including but not be limited to:

- a. Assist the City in the preparation of FEMA and State reports for reimbursement, including training of agency/departments employees and review of documentation prior to submittal.
- b. Work closely with State Emergency Management, FEMA, and other agencies to insure that debris collection, debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility.
- c. Utilize City tracking documentation and/or provide approved collection/disposal tickets, field inspection stations and reports, and other required documentation to support and provide substantiation for FEMA, Federal, State and City reimbursement.
- d. The Contractor shall conduct daily meetings with the City to provide updates on the status of operations, discuss issues/problems, and daily work schedules. The Contractor shall provide daily reports in a format approved by the City that detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done detailing the street names beginning and ending cross streets and address blocks and city limit lines when applicable where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced and disposed. The reports shall include issues requiring attention and other information requested by the City.
- e. The Contractor shall maintain, in an approved and safe place at the site, one record copy of all load tickets, disposal tickets, field inspection reports and other data sufficient to provide substantiation of debris removal costs for Federal and State reimbursement applications along with Written Amendments, Change Orders, Work Change Directives, Change Orders and written interpretations and clarifications in good order and annotated to show all changes made during the execution of the work. These record documents, together with all approved

samples, shall be available to the City for reference. Upon completion of the work, these record documents and samples shall be delivered to the City.

Mobilization/Response

Within twenty-four (24) hours of the City being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the City regarding potential contract activation. Within twelve (12) hours of being issued NTP orders from the City, the Contractor(s) shall mobilize equipment and resources in the City. Within twenty-four (24) hours of being issued NTP orders from the City, the Contractor(s) shall be prepared to begin debris removal operations as directed by the City Debris Manager. As part of the Contractor's mobilization effort the Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the City.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

The City strongly encourages the use of local resources. The Contractor(s) shall perform at least 30% of the work with its own forces and give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers. A list of subcontractors will be required when activated and maintained current throughout the activation. The City reserves the right to approve all subcontractors and updates thereto. The preference for the use of local resources is not applicable to FHWA funded Emergency Relief projects.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the City. The project manager shall provide a telephone number to the City with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the City Debris Manager and/or City authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, City coordination and damage repairs. Frequency of meetings may be adjusted by the City Debris Manager. The

Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the City Debris Manager.

Equipment

- a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- b. 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 sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the City's authorized representatives prior to its use by the Contractor(s).
- c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a City approved DMS or a City Designated Final Disposal Site.
- d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.
- e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the City Debris Manager.
- f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the City Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety

items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the City Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Contractor for traffic control is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services.

Rapid Response Crew

Contractor(s) shall be required to provide the City with access to one or more Rapid Response Crews (RRC) as directed by the City. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the City Debris Manager or the City's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the City deems a priority for overall City recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and the Contractor(s). Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four (24) hour, seven (7) days a week basis.

Production Rates For Debris

The Contractor commits to the following productions rates for debris removal:

- a. Up to one hundred thousand (100,000) cubic yards 10 calendar days from Notice to Proceed (NTP).
- b. Up to two hundred fifty thousand (250,000) cubic yards 15 calendar days from NTP.
- c. Up to five hundred thousand (500,000) cubic yards 30 calendar days from NTP.
- d. Up to one million (1,000,000) cubic yards 60 calendar days from NTP.
- e. Greater than one million (1,000,000) cubic yards after 60 calendar days, two hundred fifty thousand (250,000) cubic yards every 15 calendar days thereafter.
- f. The ability to be fully operational for the reduction and disposal of debris within 72-hours of initial NTP.
- g. The ability to incinerate daily debris volumes within thirty (30) days on a first in, first out basis. Contractor shall use double air feed curtain, as directed to incinerate debris.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The City reserves the right to require the Contractor to dismiss or remove from the project any workers as the City sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Existing Utilities

- a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.
- b. The City may choose either to have the Contractor(s) make the necessary repairs or have the Contractor(s) pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

- a. The Contractor(s) shall provide as many towers as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the City or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.
- b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the City Debris Manager due to unsuitable conditions at the tower.

Facilities at DMS Locations

The Contractor(s) shall provide as many portable toilets as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.

Ownership of Debris

All debris residing in the City ROW and City provided DMS(s) shall be the property of the City until final disposal at a properly permitted disposal site.

Environmental Protection

- a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. Contractor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMSs. Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- c. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the City Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the City Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- d. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- e. The Contractor(s) shall immediately report and document all incidents to the City Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.
- f. The Contractor must notify the City regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup.

Documentation and Measurement

- a. Proper documentation as required by Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA) or other federal and state natural disaster response agency shall be provided for all debris removal operations to ensure reimbursement to the City from the appropriate agency.
- b. Contractor is responsible for ensuring that all labor and equipment used for Emergency Push activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
- c. All Contractor(s) trucks used for collection and hauling of Eligible debris from the City ROW to City approved DMSs or City Designated Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the City or City-authorized representative. The Contractor shall provide a representative to attest to the certification/measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the City of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the City Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a City authorized representative each time it returns to work from other contracts or communities.
- d. The Contractor(s) is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
- e. Pre-numbered load tickets will be provided by the City or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the City or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the City will be authorized for use.
 1. Each ticket shall be of a type that consists of one original and three carbon-copy duplicates.
 2. Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement and City authorized representative name and signature. No payment will be made by the City for incomplete load or unit rate tickets submitted for payment.
 3. Load tickets will be issued by an authorized representative of the City at the collection site. The City authorized representative will complete the applicable portion of the load ticket, keep one (1) copy and provide the three remaining copies to the vehicle operator. Upon arrival at the DMS or City Designated Final Disposal Site, the vehicle operator will present the three

copies of the load ticket to the City authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the City authorized representative present at the DMS or City Designated Final Disposal Site. The City authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The City will keep the original copy, one (1) copy will be given back to the vehicle operator and the remaining one (1) copy will be provided to the Contractor.

4. Loads of processed (e.g., chipped) debris being hauled from a DMS to a City Designated Final Disposal Site will follow the same load ticket procedures. A City authorized representative will initiate the load ticket at the DMS. Another City authorized representative will validate and sign the ticket at the City Designated Final Disposal Site.
5. The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

Payment

- a. The City, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the City, or its authorized representative, will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the City be responsible for unpaid incomplete tickets.
- b. Private property and FHWA-ER funded roadway debris removal operations will be invoiced separately from ROW collection removal operations. The City reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s).
- c. Invoices shall be submitted to the City's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the City. Invoice detail submittals will be checked against City records. City records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the City authorized representative to the City for payment.

- d. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the City, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the City to repair damages caused by the Contractor(s) to public or private property.
- e. No separate payment will be made for mobilization and demobilization operations or any travel per diem costs. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.
- f. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the City from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the City prior to final retainage release.
- g. Payment for disposal cost incurred by the Contractor(s) at City Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of all applicable disposal site permits, a copy of the invoice(s) received by the City Designated Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the City Designated Final Disposal Site, and proof of Contractor payment to the City Designated Final Disposal Site.
- h. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the City Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
- i. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The City will only pay for those items deemed Eligible by FEMA or FHWA, unless the City otherwise agrees in writing.
- j. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the City for a period of seven (7) years following receipt of final payment for the services referenced herein.

EXHIBIT "B"

Project Specific Terms and Definitions

1. **ACM** – Asbestos Containing Material
2. **Authorized Representative** – City employees and/or contracted individuals designated by the City or City Debris Manager.
3. **Intentionally left blank**
4. **CEI** – Construction Engineering & Inspection
5. **CFR** – Code of Federal Regulations
6. **Chipping or Mulching** - The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms "chipping" and "mulching" are often used interchangeably.
7. **Cleanup Crew** – A group of individuals and/or an individual working for the disaster debris collection contractor collecting disaster debris.
8. **Construction and Demolition Debris (C&D)** – See Eligible Constructions and Demolition Debris
9. **County** – Volusia County, Florida
10. **City Debris Manager** – The City will designate a City Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the City.
11. **City Designated Final Disposal Site** – Tomoka Farms Road Landfill located at 1990 Tomoka Farms Road, Port Orange, FL 32124 or other final disposal sites or end users as designated and approved in writing by the City.
12. **WVTS** – West Volusia Transfer Station operated by the Volusia County Solid Waste Division located at 3151 East State Road 44, DeLand, FL 32724.
13. **Debris** – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, vegetative, construction and demolition debris and personal property.
14. **Debris Clearance** – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.
15. **Debris Management Site (DMS)** – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSRS) or Temporary Debris Staging and Processing Facility (TDSPF).
16. **Debris Monitoring** – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

Exhibit D

17. **Debris Removal** – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.
18. **Debris Removal Contractor** – Conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.
19. **Demobilization** – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the City. The Contractor will leave all sites utilized clean and restored to the original state as approved by the City and verified through soil and groundwater samples.
20. **Demolition** – The act or process of reducing a structure, as defined by State or local code, to a collapsed condition. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.
21. **DEP** – Florida Department of Environmental Protection (FDEP)
22. **DDIR** – Detailed Damage Inspection Report
23. **Disaster Specific Guidance** – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.
24. **DMS** – Debris Management Site
25. **DOT** – Department of Transportation (Generally Florida DOT)
26. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Task Orders are issued and executed by the City to the Contractor) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.
27. **Eligible Construction and Demolition Debris** – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:
 - Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.

Exhibit D

28. **Eligible Hanger** – An eligible hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:
- The limb must be greater than two inches in diameter;
 - The limb must be suspended in a tree and threatening a public-use area; and
 - The limb must be located on improved public property.
29. **Eligible Hazardous Stump** – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:
- The stump has fifty percent (50%) or more of the root-ball exposed.
 - The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
 - The stump is located on a public right-of-way.
 - The stump poses an immediate threat to public health and safety.
30. **Eligible Household Hazardous Waste (HHW)** – The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive or meet other listed criteria. Examples of Eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:
- HHW must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.
 - HHW removal must be the legal responsibility of the applicant.
 - HHW must be a result of the major disaster event.
- The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the City with written authorization by the City Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.
31. **Eligible Leaner** – A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six (6) inches in diameter or greater as measured 4.5 feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:
- The tree has more than fifty percent (50%) of the crown damaged or destroyed (requires written documentation from an arborist).
 - The tree has a split trunk or broken branches that expose the heartwood.
 - The tree has fallen or been uprooted within a public use area.
 - The tree is leaning at an angle greater than thirty (30) degrees.
32. **Eligible Vegetative Debris** – As outlined in FEMA Publication 325, eligible vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

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- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
33. **Eligible White Goods** – As outlined in FEMA Publication 325, Eligible White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:
- White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
 - White goods removal must be the legal responsibility of the applicant.
 - White goods must be a result of the major disaster event.
34. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways. This program is administered by the Federal Highway Administration.
35. **EPA** – United States Environmental Protection Agency
36. **ER** – Emergency Relief
37. **E-Scrap** – End of life electronics, typically televisions, computers and related components
38. **FDEP** – Florida Department of Environmental Protection (DEP)
39. **FDOT** – Florida Department of Transportation
40. **FEMA** – Federal Emergency Management Agency
41. **FEMA Publication 325** – Debris Management Guide – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:
- Eliminating immediate threats to lives, public health and safety.
 - Eliminating immediate threats of significant damage to improved public or private property.
 - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
42. **FHWA** – Federal Highway Administration
43. **Field Inspector** – Monitor
44. **FMIS** – Fiscal Management Information System
45. **Force Account Labor** – Labor performed by the applicant's permanent, full time or temporary employees.

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46. **Garbage** – Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics and papers.
47. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
48. **Hangers** – See Eligible Hanger
49. **Hazardous Waste** – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity.
50. **HHW** – Household Hazardous Waste
51. **Hold Harmless** – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
52. **Household Hazardous Waste** – See Eligible Household Hazardous Waste
53. **Landfill** – The Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124.
54. **Leaners** – See Eligible Leaner
55. **Monitor** – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the City's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. (May also be referred to as a Field Inspector.)
56. **Mulching or Chipping** – See Chipping or Mulching
57. **Mutual Aid Agreement** - A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
58. **National Response Plan (NRP)** – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.
59. **TFRL** – Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124 (also referred to as Volusia County Landfill or Landfill)
60. **OSHA** – Occupational Safety and Health Administration
61. **Outbuilding** - Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.
62. **PPE** – Personal Protective Equipment. May also be referred to as "Safety Gear."
63. **RACM** – Regulated Asbestos Containing Material
64. **RCRA** – Resource Conservation and Recovery Act

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65. **Recycling** – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
66. **Refrigerant** – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
67. **Regulated Waste** – Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.
68. **RFB** – Request for Bid
69. **RFP** – Request for Proposal
70. **Right of Entry** – As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
71. **Right-of-Way** – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
72. **ROE** – Right-of-entry
73. **ROW** – Right-of-way
74. **RRC** – Rapid Response Crew
75. **Scale/Weigh Station** – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
76. **Volusia County Landfill** – Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124
77. **VCSWD** – The Volusia County Solid Waste Division
78. **TDSPF** - Temporary Debris Staging and Processing Facility. Site where collected debris is taken by the debris removal contractors for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DMS).
79. **TDSR Site** – Temporary Debris Storage and Reduction Site
80. **Temporary Debris Storage and Reduction Site** – Temporary Debris Storage and Reduction (TDSR) sites are locations designated by the City for the storage and reduction of disaster related debris.
81. **Tipping Fee** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
82. **TSDF** – Hazardous Waste Treatment, Storage and Disposal Facility.
83. **United States Army Corps of Engineers (USACE)** – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.
84. **White Goods** – See Eligible White Goods

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Acronyms

ACM	Asbestos Containing Material
VCC	Volusia County Council
C&D	Construction and Demolition
CBRA	Coastal Barrier Resources Act
CBRN	Chemical, Biological, Radiological and Nuclear
CBRS	Coastal Barrier Resources System
CEI	Construction Engineering and Inspection
CFR	Code of Federal Regulations
CTS	Central Transfer Station
CWA	Clean Water Act
CZMA	Coastal Zone Management Act
DDIR	Detailed Damage Inspection Report
DEP	Florida Department of Environmental Protection (Same as FEDP)
DMS	Debris Management Site
DOT	Department of Transportation
DPW	Department of Public Works
DRM	Disaster Recovery Manager
DTFL	Debris Task Force Leader
ECAP3	Environmental Compliance, Assistance and Pollution Prevention Program
EO	Executive Order
EPA	Environmental Protection Agency
ER	Emergency Relief
ESA	Endangered Species Act
ESF	Emergency Support Function
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FMIS	Fiscal Management Information System
GIS	Geographic Information System
GPS	Global Positioning System
HHW	Household Hazardous Waste
HUD	Department of Housing and Urban Development
IA	Individual Assistance
ICS	Incident Command System
JFO	Joint Field Office
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NRCS	Natural Resources Conservation Service
NRP	National Response Plan
OCC	Office of Chief Counsel
OSHA	Occupational Safety and Health Administration
TFRL	Tomoka Farms Road Landfill
PA	Public Assistance
PDA	Preliminary Damage Assessment
PNP	Private Non-Profit
PPDR	Private Property Debris Removal
PPE	Personal Protective Equipment
PW	Project Worksheet

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RACM	Regulated Asbestos Containing Material
RCRA	Resource Conservation and Recovery Act
RFB	Request for Bid
RFP	Request for Proposals
ROE	Right-of-Entry
ROW	Right-of-Way
RRC	Rapid Response Crew
SHPO	State Historic Preservation Officer
VCSWD	Volusia County Solid Waste Division
TDSPF	Temporary Debris Staging and Processing Facility
TDSR Site	Temporary Debris Storage and Reduction Site
USACE	United States Army Corps of Engineers
USCG	United States Coast Guard
USDA	United States Department of Agriculture
WSRA	Wild and Scenic Rivers Act

Schedule 1 - Unit Rate Schedule

ROW Debris				
Item #	Description	Haul Distance	Unit of Measure	Unit Price
1	Eligible ROW Vegetative Debris Removal (Collect & Haul) - Work consists of removal and transport of vegetative debris on the ROW to DMS. **NOTE 1**	0-10 Miles	PER CY	\$7.50
		10.1 - 20 Miles	PER CY	\$7.90
		20.1 - 30 Miles	PER CY	\$8.25
2	Eligible ROW C&D Debris Removal (Collect and Haul) - Work consists of removal and transport of C&D debris on the ROW to a DMS. **NOTE 1**	0-10 Miles	PER CY	\$7.50
		10.1 - 20 Miles	PER CY	\$7.90
		20.1 - 30 Miles	PER CY	\$8.25
3	Eligible ROW C&D Debris Removal (Collect and Haul) - Work consists of removal and transport of C&D debris on the ROW to a designated disposal facility. **NOTE 1**	0-10 Miles	PER CY	\$8.50
		10.1 - 20 Miles	PER CY	\$9.50
		20.1 - 30 Miles	PER CY	\$10.50
DMS Management and Reduction				
4	DMS Management and Operations	N/A	PER CY	\$1.15
5	Reduction Through Grinding - Work consists of the management and operation of DMS(s) for acceptance, management, segregation, staging and reduction of disaster related debris through grinding.	N/A	PER CY	\$2.95
6	Reduction Through Controlled Open Burning - Work consists of management and operation of DMS(s) for acceptance, management, segregation, staging and reduction of disaster related debris through controlled open burning.	N/A	PER CY	\$1.90
7	C&D Reduction by compaction.	N/A	PER CY	\$2.95
8	Remediation of DMS Site	N/A	LS	At Cost
9	Haul-Out of Reduced Debris to a Designated Final Disposal Site - Work consists of loading and transport of reduced debris from DMS to a final disposal facility. **NOTE 2**	0-10 Miles	PER CY	\$3.15
		10.1 - 20 Miles	PER CY	\$3.70
		20.1 - 30 Miles	PER CY	\$4.30
Tree Work				
10	Removal of Eligible Hazardous Trees - Work consists of cutting and dropping hazardous trees. - Resulting debris to be place on the ROW for collection under line item 1			
10a	6 inch - 24.99 inch diameter	N/A	PER TREE	\$85.00
10b	24 inch to 47.99 inch diameter	N/A	PER TREE	\$200.00
10c	48 inch or larger diameter	N/A	PER TREE	\$325.00

11	Removal of Eligible Hazardous Limbs - Work consists of removing (cutting) hazardous limbs from trees - unit price per tree. - Resulting debris to be place on the ROW for collection under line item 1	N/A	PER TREE	\$80.00
12	Removal of Hazardous Stumps - Work consists of the removing hazardous stumps, backfill, transport to final disposal.			
12a	24 inch to 36.99 inch diameter	N/A	PER STUMP	\$150.00
12b	37 inch to 48.99 inch diameter	N/A	PER STUMP	\$250.00
12c	49 inch and larger diameter	N/A	PER STUMP	\$350.00
Demolition and PPDR				
13	Eligible Demolition, Removal and Transport of Non-RACM Structures - Work consists of all labor, equipment, fuel and miscellaneous costs necessary to demolish structures on public or private property. Resulting Debris to be hauled at ROW rates. Does not include slab removal.	N/A	PER SF	\$4.50
14	Eligible Demolition, Removal and Transport of RACM Structures - Work consists of all labor, equipment, fuel and miscellaneous costs necessary to demolish structures on public or private property. Resulting debris to be hauled at ROW rates. (Wet Method Demo - Assuming Abatement by others) Does not include slab removal.	N/A	PER SF	\$6.50
15	Private Property Debris Removal - Collect and Haul to DMS	N/A	PER CY	\$15.00
Waterway and Beach Debris				
16	Eligible Water Based Waterway Debris Removal - Work consists of all labor, equipment, fuel, and miscellaneous costs for removal, staging, loading / transportation of water based debris to a DMS or Final Disposal Facility.	0 - 5 Miles	PER CY	\$140.00
		5.1 - 10 Miles	PER CY	\$142.00
		10.1 - 20 Miles	PER CY	\$144.00
		20.1 - 30 Miles	PER CY	\$146.00
17	Eligible Land Based Waterway or Ditch Debris Removal - Work consists of the removal and staging of ditch debris at access point and hauled to DMS or Final Disposal Facility. Mileage is measured from access point to DMS or Final Disposal Facility	0 - 5 Miles	PER CY	\$44.00
		5.1 - 10 Miles	PER CY	\$45.00
		10.1 - 20 Miles	PER CY	\$47.00
		20.1 - 30 Miles	PER CY	\$49.00
18	Eligible Beach Debris Removal - Work consists of the removal and staging debris at Client Provide access points and hauled to DMS or Final Disposal Facility. Mileage is measured from access point to DMS or Final Disposal Facility	0 - 5 Miles	PER CY	\$30.00
		5.1 - 10 Miles	PER CY	\$31.00
		10.1 - 20 Miles	PER CY	\$33.00
		20.1 - 30 Miles	PER CY	\$35.00

Silt and Sand Removal				
19	Eligible Sand and Silt Removal from Detention / Retention Structures - Work consists of the removal and hauling to an approved final disposal facility of eligible sand, silt and debris from detention / retention structures	0 - 5 Miles	PER CY	\$32.00
		5.1 - 10 Miles	PER CY	\$33.00
		10.1 - 20 Miles	PER CY	\$35.00
		20.1 - 30 Miles	PER CY	\$37.00
20	Eligible Sand Removal - Work consists of the removal of eligible sand removal from ROW or public property, hauling to a processing screen, screening sand and stockpiling sand at processing site or hauling to a designated area.	0 - 5 Miles	PER CY	\$16.95
		5.1 - 10 Miles	PER CY	\$17.95
		10.1 - 20 Miles	PER CY	\$18.95
		20.1 - 30 Miles	PER CY	\$19.95
Specialty Debris				
21	Eligible Household Hazardous Waste Removal - Work consists of the removal and transportation of eligible household hazardous waste (HHW).	N/A	PER POUND	\$7.95
22	Eligible Small Motorized Equipment Removal - Work consists of collection, oil and fuel recovery and hauling to an approved final disposal facility.	N/A	PER UNIT	\$35.00
23	Eligible White Goods Removal and Recycling - Work consists of all labor, equipment, fuel and miscellaneous costs for removal, transportation and hauling to an approved final disposal facility.	N/A	PER UNIT	\$40.00
24	Refrigerant recovery and decontamination.	N/A	PER UNIT	\$35.00
25	Eligible Electronic Waste (E-Waste) - Work consists of the removal, transpiration to approved Disposal/Recycling Facility	N/A	PER UNIT	\$35.00
26	Eligible Dead Animal Carcasses - Work consists of the recovery and hauling to an approved final disposal facility.	N/A	PER POUND	\$1.50
27	Debris removal from city owned or maintained property, other than ROW, and Hauled to DMS	N/A	PER CY	\$24.00
28	Push Crew - 1 loader or Skid steer w/ Operator, 2 Laborers W/ saws and a Crew Foreman w/ Truck	N/A	PER HOUR/PER CREW	\$350.00

NOTES:	1. For all miles hauled over 30, please add \$0.18 / cy / mile.
	2. For all miles hauled over 30 miles, please add \$ 0.14 / cy / mile.
	3. For all tree work, all resulting debris will be hauled under ROW rates.
	4. Tipping / Disposal fees on all line items will be a pass through cost.
	5. Any additional services can be negotiated directly with the municipality.

EXHIBIT "D"

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epis.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Exhibit E

TITLE 23--HIGHWAYS

CHAPTER I--FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF
TRANSPORTATION

PART 635--CONSTRUCTION AND MAINTENANCE--Table of Contents

Subpart D--General Material Requirements

Sec. 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of Sec. 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or

Exhibit E

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

Editorial Note: For a waiver document affecting Sec. 635.410, see 60 FR 15478, Mar. 24, 1995.

EXHIBIT F

CITY OF ORMOND BEACH

Cubic Yard Load Ticket No. OB-

FIELD DATA

Contractor Name: Truck Driver Name:
(Print) P/U Date: / / P/U Time: ☐ First Pass ☐ Second Pass ☐ Subsequent Pass ☐ FHWA

RBS #	STREET NAME	ZONE #

Truck #: Certified Load Capacity:

CY

Materials:

- ☐ Vegetative
☐ Construction/Demolition
☐ White Goods
☐ Other (State type)

Field Inspector: Field Inspector ID: *Signature*

TOWER DATA

Disposal Date: / / Disposal Time:

Truck Load Size:

Max Load Capacity

x

% Loaded

=

Volume Hauled (CY)

X

=

Disposal Site: City Representative: City Rep ID: *Signature*Government Inspector (if applicable): *Signature*

White - City

Green - Contractor

Pink - Driver

Gold - Other

EXHIBIT "G"

Hazardous Stump Worksheet

Applicant: _____

Date: _____

Applicant Representative: _____

Signature: _____

FEMA Representative (if available) _____

Signature: _____

State Representative (if available): _____

Signature: _____

	Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard		GPS (decimal degrees, 00.000000)		Tree Size (Diameter)	Eligible		Fill For Debris Stumps CY	Comments (See attached sketch, photo, etc.)
			Yes	No	Latitude (N)	Longitude (W)		Yes	No		
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

EXHIBIT "G"

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.

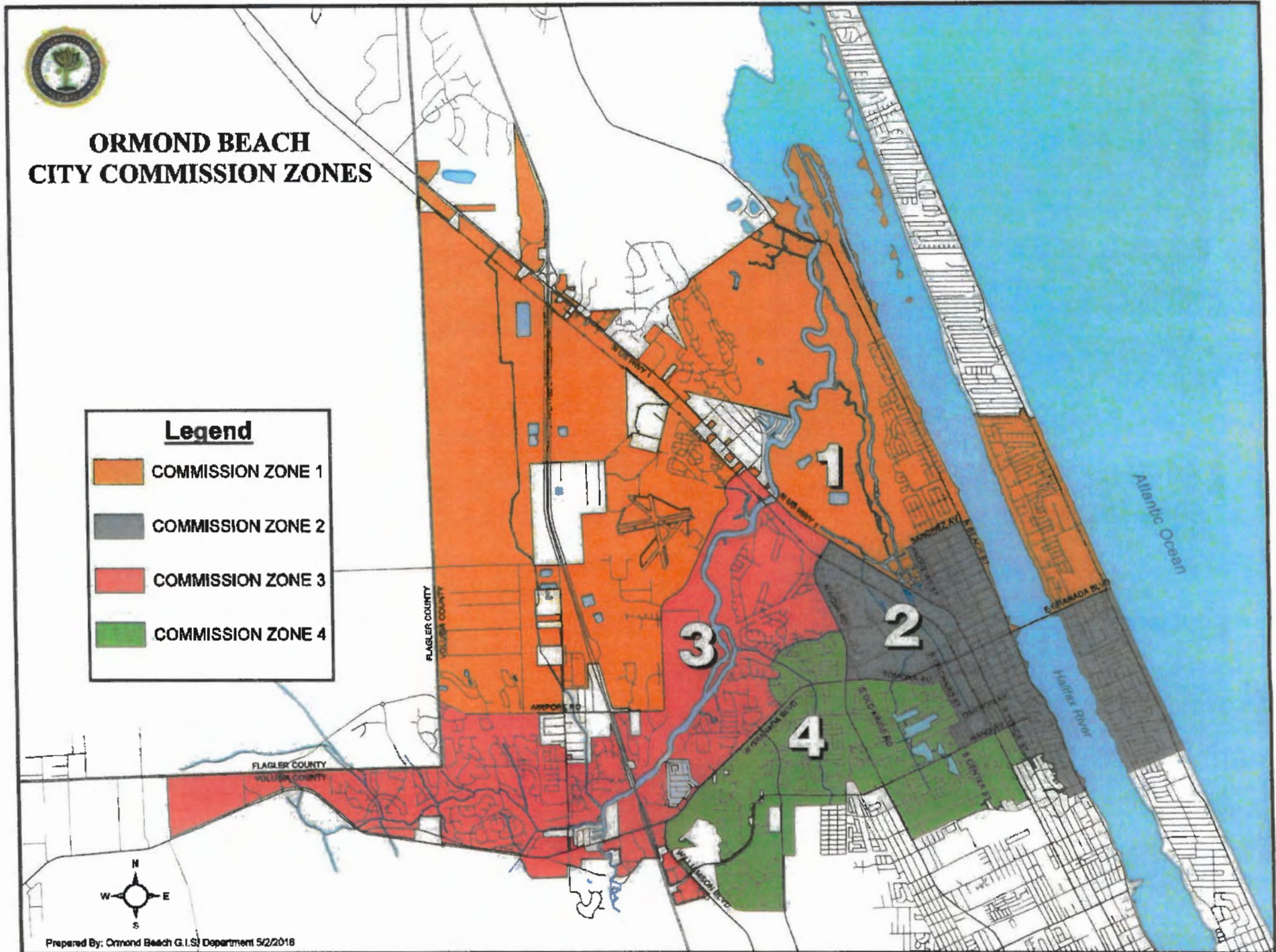
46656 is used to convert cubic inches to cubic yards and is a constant

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		

EXHIBIT "H"



AGREEMENT FOR DEBRIS REMOVAL, REDUCTION AND DISPOSAL

This Agreement made and entered by and between DRC Emergency Services, LLC, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 6702 Broadway Street, Galveston, TX 77554 (hereinafter the "Contractor") and the City of Ormond Beach, a chartered municipal corporation, whose address is City of Ormond Beach, 22 South Beach Street, Ormond Beach, Florida 32174 (hereinafter the "City").

WITNESSETH:

Whereas, the City requires a competent and qualified contractor to provide services in support of the City's debris removal, reduction and disposal operations; and

Whereas, the Contractor responded to City of Ormond Beach RFP No. 2021-17 for Debris Removal, Reduction, and Recovery operations;

Whereas, Contractor was one of four contractors selected by the City to perform such services for the City; and

Whereas, the City has determined that the Contractor is fully qualified to render the required services. Among the factors considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual; and

Whereas, it is anticipated that the services provided by the Contractor may be needed by the City after declared storm events; and

Whereas, it has been determined that the execution of this Agreement is beneficial to the people of the City of Ormond Beach, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by the Contractor and City, the parties agree and stipulate as follows:

1. **DEFINITIONS** as listed on Exhibit B.

2. **ORDER OF PRECEDENCE**

2.1. Exhibits A through H are attached hereto and incorporated herein as part of this Agreement. In the event of any inconsistency between this Agreement and its attached exhibits, the attached exhibits shall be controlling.

3. **SCOPE OF WORK**

3.1. **Scope of Services.** The Contractor shall provide services under this Agreement in accordance with the Scope of Services set forth in Exhibit "A."

3.2. **Performance Criteria:**

3.2.1. All Work or Services shall be performed in accordance with the Contract Documents.

- 3.2.2. All labor necessary to complete the Scope of Work shall be performed in a good and competent workmanlike manner to the satisfaction of the City.
- 3.2.3. The City shall not provide vehicles or equipment to the Contractor to perform the duties required under this Agreement nor will the City pay for any business, travel, office, or training expense or any other contract performance expense not specifically set forth in the scope of services of this Agreement.
- 3.2.3.1. The Contractor is not exclusively bound to the City and may provide service to other private and public entities as long as the service by the Contractor for such entities does not conflict with the Contractor's services to the City under this Agreement.
- 3.2.3.2. The City is not exclusively bound to utilize the services of Contractor for debris removal, reduction or disposal.
- 3.2.4. **Changes to Scope of Work.** The City may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment to the Agreement signed by the City and the Contractor.
- If the Contractor believes that any particular work is not within the scope of the work of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the Agreement as written, the Contractor will be ordered to and shall continue with the work as changed and at the costs stated for the work within the scope. The Contractor must assert its right to an adjustment under this clause with 30 (thirty) days from the date of receipt of the written order.
- 3.2.5. **Time is of the Essence.** Time is of the essence for all work performed under this Agreement and all Projects performed in accordance herewith.
- 3.2.6. **Independent Contractor.** For each purpose related to this Agreement, Contractor's contractors or subcontractors shall be independent contractors with respect to the City and nothing herein shall create any association, partnership, joint venture or agency relationship between them.
- 3.2.7. City and Contractor shall exhaust all methods to resolve issues, including but not limited to, the Dispute Resolution procedures in Section 14 of this Agreement before any action is taken to declare the City or Contractor in default of this Agreement.

4. **TERM OF CONTRACT**

- 4.1. The Term of this Agreement shall commence on the Effective Date of this Agreement or when it is fully executed by all parties and shall have an initial term of three (3) years

from the Effective Date followed by two one (1) year renewal terms as approved by the City, at the same terms and conditions by giving the Contractor written notice prior to the expiration of the previous term.

The expiration of the Term of this Agreement shall have no effect upon this Agreement if renewed by the City. This Agreement may be renewed by the City if the City determines that renewal is in the best interest of the City. Said renewal shall be in writing and made a part of this Agreement and shall incorporate this Agreement by reference.

- 4.2. The Work or Services to be rendered by the Contractor shall be commenced, as specified in this Agreement as may be requested by the City for Projects issued hereunder, and shall be completed within the time specified therein.

5. **CONTRACT PRICE AND COMPENSATION**

- 5.1. In consideration of the performance of this Agreement by the Contractor, the City agrees to pay the Contractor monthly for services rendered and invoiced per Exhibit A and otherwise provided by this section and in accordance with the rates detailed in Exhibit C.

5.1.1. **Payments and Invoices.** Invoices or payment requests shall be addressed by Contractor and submitted to the City's Public Works Operations Manager in accordance with Exhibit A.

5.1.2. The City may withhold payment of any specific invoiced charges that it disputes in good faith and pay all undisputed charges on the invoice.

5.1.3. **Taxes.** City is a tax exempt entity and shall not be charged or invoiced for the payment of taxes for work or services performed under this Agreement.

5.1.4. **Contractor's Continuing Obligations.** Contractor's obligation to perform Work or Services in accordance with the Contract Documents shall be absolute. Neither approval of any progress nor payment to Contractor, nor any payment by City to Contractor under the Contract Documents nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by City shall constitute an acceptance of Work or Services not in accordance with the Contract Documents.

5.1.5. **Waiver of Claims.** Once the contract expires, or final payment has been requested and made, Contractor shall have no more than 30 calendar days to present or file any claim against the City concerning this Agreement. After that period, the Contractor will have waived any right to claims against the City concerning this Agreement.

6. **TERMINATION**

- 6.1. **Termination for Convenience.** This Agreement may be terminated by the City for convenience, with or without cause, in accordance with this Section 6 - Termination, in whole or in part from time to time upon thirty (30) days written notice to the Contractor. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of Work under this

Agreement is terminated, and the subsequent date upon which such termination becomes effective.

- 6.1.1 In the event this Agreement is terminated for convenience by City, Contractor shall be paid in accordance with terms of Section 5, to the date of termination. Upon being notified of City's election to terminate for convenience, Contractor and its Subcontractors shall refrain from performing further work or incurring additional expenses under the terms of this Agreement which is not specifically authorized in the Notice of Termination.

If termination of this Agreement occurs for any reason:

- 6.1.1.2. Except as otherwise provided in this Agreement, Contractor shall return to the City all City Confidential Information in Contractor's possession and shall certify in a written document signed by the Contractor and Public Works Operation Manager or his designee or any Amendment thereto then notice that all such information has been returned.
- 6.1.1.3. For all undisputed outstanding invoices submitted to the City prior to the effective date of the termination, the City shall cause payments to be made to Contractor within thirty (30) days of receipt of invoice. Contractor shall invoice the City for any sums Contractor claims to be owed by City under this Agreement for work performed from the last invoice to the effective date of termination. City will review such invoice for payment within fifteen (15) days of receipt and City will pay any undisputed amount within thirty (30) days.
- 6.2. After receipt of a Notice of Termination, and except as otherwise directed by the City, the Contractor shall:
- 6.2.1. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
- 6.2.2. Place no further orders or subcontracts for materials, Services or Work or facilities, except as may be necessary for completion of such portion of the Work under this Agreement as it is not terminated.
- 6.2.3. Terminate all orders and subcontracts pursuant to this Section 6 - Termination to the extent that they relate to the performance of Services or Work terminated by the Notice of Termination.
- 6.2.4. Assign to the City, in the manner, at the times and to the extent directed by the City, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- 6.2.5. With the approval of the City and to the extent required by the City, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. City's approval of such settlements shall be final for all the purposes of Section 6 -Termination.

- 6.2.6. Complete performance of such part of the Work or Services as shall not have been terminated by the Notice of Termination.
- 6.3. The Contractor may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to the City's Contract Administrator in the form of a Notice of Termination. After the City's receipt of such Notice of Termination, the Contractor shall submit to the City its termination claim, in the form and with a certification as prescribed by the City. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the City, upon request of the Contractor made in writing within such thirty (30) day period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the City may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- 6.4. **Termination for Non-appropriation.**
- 6.4.1. This Agreement may be terminated in whole or in part by the City if the City does not appropriate the funding in any fiscal year necessary to pay the Compensation set forth in Section 5. Any such termination shall be effected by the delivery of Notice of Termination. A Notice of Termination shall specify the extent to which this Agreement is terminated and the date upon which termination will become effective.
- 6.4.2. In the event that this Agreement is terminated in whole for nonappropriation by the City, Contractor shall be paid to the date of termination in accordance with those rates established by Exhibit C.
- 6.5. Any provision of this Agreement that imposes or contemplates continuing obligations on a party, will survive the expiration or termination of this Agreement.

7. RESPONSIBILITY OF CONTRACTOR

- 7.1. Consistent with Section 3, Contractor's performance of Work or Services shall be in accordance with the terms and conditions of this Agreement. The Contractor's performance of Work or Services shall be as a contractor to the City to carry out the activities of the Scope of Work or Services under the direction of the City's Public Works Operations Manager, or his designee.
- 7.1.1. Contractor represents, covenants, and agrees that there are no obligations, commitments, or impediments of any kind that shall limit or prevent Contractor's performance of the Work or Services.
- 7.1.2. The Contractor agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the City.
- 7.1.3. Contractor represents, covenants, and agrees that all of the Work or Services to

be furnished by Contractor under this Agreement from the inception of this Agreement until the termination of this Agreement, shall be of the standard and quality that prevail among similarly situated contractors engaged in the Contractor's profession or practice in the State of Florida under the same or similar circumstances involving the same or similar Service or Work.

7.1.4. Contractor covenants and agrees as follows:

7.1.4.1. That Contractor recognizes that its special talent, training, and experience caused the City to select Contractor to perform services for the City;

7.1.4.2. That Contractor accepts the relationship of trust and confidence established between Contractor and the City by this Agreement;

7.1.4.3. That Contractor shall use its best efforts, skill, judgment, and abilities to perform all Work or Services under this Agreement; and,

7.1.5. Contractor represents, covenants, and agrees that its firm or business is duly registered and licensed to conduct business in the State of Florida and that the person executing this Agreement is a duly authorized and designated representative of Contractor directly in charge of the professional work and is duly registered and licensed under Florida law and pursuant to this Agreement.

7.1.6. Contractor represents, covenants, and agrees that it shall be liable for all errors or omissions proximately caused by Contractor, if any, in judgment relative to the Work or Services performed under this Agreement.

7.1.7. Contractor covenants and agrees to furnish efficient business administration of the Project and perform all Work or Services in the most expeditious and economical manner consistent with the standard of care applicable to a Contractor with the degree of skills and diligence normally employed by a licensed professional in his field, performing the same or similar services.

7.1.8. Contractor covenants and agrees that it shall, at its own cost, make good any defects in its Work or Services as soon as Contractor becomes aware of such defects or is notified of such defects. Should Contractor refuse or neglect to make good such defects within a reasonable time after receiving notice requesting such remedial work, then City shall be entitled to make good such defective Services at the expense of Contractor and/or terminate this Agreement. This commitment by Contractor is in addition to, and not in substitution for, any other remedy for defective Work or Services that City may have at law or in equity.

7.2. **Assurance.** Contractor gives City its assurance that all Work or Services performed under this Agreement shall be timely performed in a competent and workmanlike manner and in accordance with the specifications and requirements of the Contract Documents or approvals required under the Contract Documents. All Work not conforming to the specifications and requirements of the Scope of Work or approvals as set forth in the Scope of Work or Services shall be considered materially defective and constitute a breach of this Agreement.

- 7.3. All Work performed by Contractor including all general provisions, special provisions, project specifications, addendum, written interpretations, and written orders for minor changes in Work, shall comply with the Scope of Work or Services and all applicable local laws, codes, ordinances and statutes. Work not covered by Contract Documents shall not be required in a Project unless the City in its sole discretion determines that it is required by reasonable inference as being necessary to produce the intended Deliverable(s).
- 7.4. Contractor shall supervise and direct all Work or Services efficiently and with its best skill and in a competent and workmanlike manner.
- 7.5. **Concerning Subcontractors**
- 7.5.1. Contractor shall not employ any subcontractor, other person or organization against whom the City may have reasonable objection, nor shall Contractor be required to employ any subcontractor against whom it has reasonable objection. Contractor shall not make any substitution for any subcontractor who has been accepted by the City without the City's approval.
- 7.5.2. City's disapproval or requirement of removal or replacement of Contractor's employee or subcontractor shall be deemed for lawful reasons if in City's reasonable judgment, such Contractor 's employee or subcontractor poses a threat or causes harm to the health, welfare, safety, or morale of the City or its agencies, personnel or property or who fails any drug test administered in connection with this Agreement, or who has been convicted of a felony or a misdemeanor involving "moral turpitude" or has been released or dishonorably discharged or separated under conditions other than honorable from any of the Armed Forces of the United States.
- 7.5.3. Contractor shall be fully responsible for all negligent acts and omissions of its subcontractor and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any money due any subcontractor, except as may otherwise be required by law. City may furnish to any subcontractor to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.
- 7.6. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents and the terms and conditions of Section 13 of this Agreement for the benefit of the City.
- 7.7. The Contractor shall require all subcontractors or outside associates employed in connection with the performance of this Agreement to comply fully with the terms and conditions of this Agreement between the City and the Contractor.
- 7.8. Any subcontractors or subcontractors and/or outside associates required by the Contractor in connection with the services covered by this Agreement will be limited to such individuals or firms as are specifically identified for each Project assigned under

this Agreement. Any substitution of such subcontractors or associates will be subject to the prior written approval of the City Public Works Operations Manager.

8. INDEMNIFICATION

- 8.1. **Personal Injury and Property Damage.** Contractor shall, at its own expense, indemnify and hold harmless and defend the City and its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and its subcontractors or agents performing Work or Services under this Agreement, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Contractor, any of Contractor's subcontractors, anyone employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by a party indemnified under this section. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Agreement.
- 8.2. In all claims against the City or any of its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees by any employee of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor, contractor or any subcontractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 8.3. **Payment of Contractor's Subcontractors.** Contractor shall save and hold the City harmless from any and all claims or actions by Contractor's subcontractors for payment of monies such subcontractor claims to be owed by Contractor for Work performed under this Agreement.
- 8.4. Nothing in this Agreement shall create any obligation on the part of the City to pay directly to any subcontractors of Contractor any monies due to such subcontractor or claims of a subcontractor for amounts owed by Contractor to subcontractor for Work performed under this Agreement.

9. LIMITATION OF LIABILITY AND REMEDIES

- 9.1. **Sovereign Immunity.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort, contract or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the

benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

- 9.2. **No Third Party Beneficiaries.** Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 9.3. **Limitations on Damages.** If Contractor should become entitled to claim damages against the City for breach of contract arising from this Agreement, City will be liable only for the amount of the Contractor's actual direct damages up to the amount of the contract price that is the subject of the claim. In no event shall either Party be liable to the other for any incidental, indirect, special, punitive or consequential damages even if the Party knew or should have known about the possibility of such damages for any provision of this Agreement.
- 9.4. **Liquidated Damages.** Should the Contractor fail to complete requirements set forth in this Agreement, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time. Therefore, the Contractor shall pay the City, as liquidated damages, the following:
 - 9.4.1 The Contractor shall pay the City, as liquidated damages, \$5,000.00 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Release Orders.
 - 9.4.2 The Contractor shall pay the City, as liquidated damages, \$1,000.00 per load of disaster debris collected in the City that is not disposed of at an approved DMS or City Designated Final Disposal Site. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing the material to an unauthorized location.
 - 9.4.3 The Contractor shall pay the City, as liquidated damages, \$100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (60) inches remains on the site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection sites(s).
 - 9.4.4 The Contractor shall pay the City, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s).

10. **PUBLIC WORKS OPERATIONS MANAGER**

- 10.1. The Work or Services shall be provided by the Contractor under the direction of the Public Works Operations Manager, or his designee, except as limited by the City's Purchasing and Contracts Procedures, who shall have decision authority subject to the requirements of the City's Purchasing Procedures Manual for all phases of the Work, including general direction, review and approval of the Work or Services.

- 10.2. Neither the Public Works Operations Manager's review, approval or acceptance of, nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Contractor's negligent performance of the services furnished under this Agreement.

11. AUDIT AND EXAMINATION OF RECORDS

- 11.1. For purposes of verifying that invoices submitted, in conjunction with the negotiation of this Agreement or any agreement change or other modification are accurate, complete, and current, the City Public Works Operations Manager, or City's authorized representative(s), shall - until the expiration of three (3) years from the date of final payment under this Agreement - have the right to examine those books, records, documents and other supporting data that will permit adequate evaluation of the invoices submitted, along with the computations and projections used therein, which were prepared by the Contractor in connection with work under this Agreement. Unless the price is based on established catalog or market prices of commercial items sold in substantial quantities to the general public or prices are set by law or regulation. The Contractor agrees to insert the substance of this clause in all subcontracts hereunder so as to apply until three (3) years after final payment under the subcontract.

12. INSURANCE AND PERFORMANCE AND PAYMENT BONDS

12.1. General Insurance Requirements:

- 12.1.1. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
- 12.1.2. Approval by City of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of Work or Services by the Contractor or its Subcontractors for the entire term of this Agreement and for such longer periods of time as may be required under other clauses of this Agreement.
- 12.1.3. Waiver of Subrogation. The City and the Contractor hereby waive all rights against each other, their Subcontractors to the extent of the risk coverage by any insurance policy required hereunder for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of this Agreement. The Contractor shall require similar waivers from all its Subcontractors. This provision applies to all policies of insurance required under this Agreement (including Workers' Compensation, and general liability).
- 12.1.4. City Not Liable for Paying Deductibles. For all insurance required by Contractor, the City shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing Work or Services on behalf of the Contractor or for

the Contractor's benefit under this Agreement.

- 12.1.5. Cancellation Notices. During the term of this Agreement, Contractor shall be responsible for promptly advising and providing the City's Risk Management and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the City under this Agreement within two (2) calendar days of receipt of such notice or change.
- 12.1.6. For all on-site Work performed by Contractor, the City shall be named as an additional insured or additional named insured subject to review and determination by City's Risk Manager on all policies required under this Agreement.
- 12.1.7. Deductibles. For purposes of this Agreement, Contractor shall not obtain an insurance policy with a deductible or self-insurance provision.

12.2. **Proof of Insurance**

- 12.2.1. The Contractor and its Subcontractors shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
- 12.2.2. The Contractor shall furnish proof of insurance acceptable to the City prior to or at the time of execution of this Agreement and the Contractor shall not commence Work or provide any Service until the Contractor has obtained all the insurance required under this Agreement and such insurance has been filed with and approved by the City. Upon request from the City, the Contractor shall furnish copies of the following types of insurance policies and any changes or amendments thereto, immediately, to the City and City's Risk Management and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. This Agreement may be terminated by the City, without penalty or expense to City, if at any time during the term of this Agreement proof of any insurance required hereunder is not provided to the City.
- 12.2.3. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section 12. No Work or Services by Contractor or its Subcontractors shall be commenced until City has approved these policies or certificates of insurance. Further, the Contractor agrees that the City shall make no payments pursuant to the terms of this Agreement until all required proof or evidence of insurance has been provided to the City. This Contractor may be terminated by the City, without penalty or expense, if proof of any insurance required hereunder is not provided to the City.
- 12.2.4. The Contractor shall file replacement certificates with the City at the time of expiration or termination of the required insurance occurring during the term of this Agreement. In the event such insurance lapses, the City expressly

reserves the right to renew the insurance policies at the Contractor's expense or terminate this Agreement but City has no obligation to renew any policies.

12.3. **Required Types of Insurance**

The Contractor shall purchase and maintain, at its own expense, during the term of this Agreement the following types and amounts of insurance in the form and from companies satisfactory to the City.

Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
 \$100,000. Each Employee Bodily Injury by Disease
 \$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly

with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage—all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate [*] \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate [*] \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)

\$250,001 - <u>\$3,000,000</u>	\$1 Million Each Occurrence \$1 Million General Aggregate * \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be

deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

12.4 **Performance and Payment Bonds**

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of

credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
 9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
 10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.
- 12.5. The provisions of this section shall survive the cancellation or termination of this Agreement.

13. LOCAL GOVERNMENT POLICIES & FHWA-1273 REQUIRED PROVISIONS

- 13.1. **Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records required by the City to perform the contracted service.
 - (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - (d) 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 the 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 Clerk, in a format that is compatible with the information technology systems of the City.
 - (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

**THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN
OF PUBLIC RECORDS AT:**

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

- 13.2. **Financial Records.** Contractor agrees to maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. City shall have the right to audit the books, records, and accounts of Contractor that are directly related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years the books, records, and accounts shall be retained until resolution of the audit findings; provided, however, that it shall be City's responsibility to notify Contractor of the pendency of such audit. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.
- 13.3. **Payments Subject to Appropriation.** Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year of City is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. If at any time funds are not appropriated for the Services and Deliverables provided or to be provided under this Agreement, cancellation shall be accepted by Contractor with thirty (30) days prior written notice, but failure to give such notice shall be of no effect. Termination by the City due to nonappropriation shall be without a termination charge by Contractor. City shall not be obligated to pay Contractor under this Agreement beyond the date of termination except as set forth in Section 6 – Termination. City's obligation to pay Contractor is limited to the budgeted amount for a fiscal year approved by the City Commission for the then current fiscal year of this Agreement and is otherwise limited to legally available non-ad valorem tax revenues. Contractor shall have no right to compel the City Commission to appropriate funds for any fiscal year to pay the compensation set forth in Section 5 – Contract Price and Compensation. The parties agree to review the Project Work Plan and remaining work to be performed in advance of each new fiscal year for the City to compare the funding allocated for the next fiscal year to the cost of the remaining Scope of Work, to determine whether or not the allocated funding will be adequate to cover all Work in this Agreement to be completed in the next fiscal year. The cost of the remaining Work shall be the agreed price for each service under this Agreement less all amounts paid and less all amounts on pending undisputed invoices. Unless

the parties agree that the funding allocated for the next fiscal year is adequate for the next fiscal year's Work, either party may terminate this Agreement in accordance with the provisions of Section 6 – Termination.

13.4. No Contingent Fees.

13.4.1. Neither Contractor nor any parent or subsidiary corporation has employed or retained any company or persons, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that they have not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, City shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

13.4.2. For the breach or violation of this section, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the outstanding Project fees, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

13.5. No Code Violation or Past Due Debt. Contractor warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the City Code of Ordinances, and does not owe the City any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Agreement and the City shall have the right to terminate this Agreement as set forth herein. Contractor expressly agrees that the City may withhold from any payment or monies owed to Contractor any amounts due the City from Contractor for any legal obligation of Contractor to the City, including without limitation real property taxes, personal property taxes, fees, and commissions.

13.6. Changes due to amendment to applicable laws. The Contractor acknowledges that its provision of services is strictly subject to federal and state laws and regulations which may, from time to time, be amended by the appropriate jurisdictions. In the event that any such federal or state law, regulation or agency guideline is amended after the effective date of this Agreement, the City may initiate an amendment to this Agreement reflecting that change in applicable federal or state law, regulation or guideline. The Contractor shall fully cooperate and approve such amendment. Failure of the City to initiate such an amendment shall not relieve the Contractor for compliance with all applicable federal and state laws, regulation or guideline in its provision of services under this Agreement.

13.7. Compliance with Applicable Laws. Contractor shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Agreement. Contractor shall comply with all contract requirements of FHWA-1273 for federal aid construction contracts. All such requirements are physically incorporated into this Agreement by attachment of Exhibit D to this Agreement. Contractor shall protect and indemnify City

and all its officers, agents, servants and employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused or committed by Contractor, its representatives, subcontractors, professional associates, agents, servants or employees. Additionally, Contractor shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Agreement from the federal government, State of Florida, City of Ormond Beach or municipalities when legally required and maintain same in full force and effect during the term of this Agreement.

- 13.8. **Drug Free Workplace.** The City is a drug-free and smoke-free workplace. Contractor agrees that it shall provide a drug-free environment to its personnel during the Terms of this Agreement and will comply, subject to the prior receipt thereof, with the City's policies on drug-free and smoke-free work place during the term of this Agreement.
- 13.9. **Background Checks.** Contractor understands that a valid State of Florida picture identification and annual background checks through the Florida Department of Law Enforcement (FDLE) will be required for all personnel working at any City Facility. These checks shall be reviewed and mutually approved by the Contractor and City Public Works Operations Manager prior to an employee starting work at any City site(s). All cost associated with obtaining the required clearances shall be the responsibility of the Contractor.
- 13.10. **Employment of Illegal Aliens.** Contractor certifies that it does not knowingly or willingly and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- 13.11. **Nondiscrimination and Americans with Disabilities Act.** Contractor shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Agreement. Contractor agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing all Services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In performing under this Agreement, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

14. **DISPUTE RESOLUTION**

- 14.1. If Contractor disputes any determination by the City Public Works Operations Manager, or his designee, that some or all of an invoice shall not be paid, the determination shall be appealed by the Contractor to the City Manager within fifteen (15) days of notification to the Contractor that some or all of the disputed invoice will not be paid. The City Manager, or her designee, shall schedule and conduct a hearing within ten (10) days of the receipt of the notice of appeal. The City Manager, or her

designee, will render a decision on the appeal within five (5) business days from the date of the hearing. The decision of the City Manager is final administrative action. Either party may appeal the decision of the City Manager by petition for writ of certiorari to the Circuit Court in and for Volusia County. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the City Manager. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

15. CLAIMS NOTICE

- 15.1. The Contractor shall timely report in writing to the City's Director of Risk Management any incident which it believes might result in a claim or claims against the City under any of the coverages mentioned herein.

Name:	Risk Management Department
Address:	22 South Beach Street Ormond Beach, Florida 32174
Telephone:	(386) 676-3323
Fax:	(386) 676-3229

16. SUCCESSORS AND ASSIGNS

- 16.1. City and Contractor each binds itself and its partners, successors and successors in interest, affiliates, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement. Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without first providing City with a processing fee of Five Hundred Dollars (US\$500.00) and obtaining City's prior written consent, which consent City may withhold, limit and/or condition in City's sole discretion, including, but not limited to posting a performance bond. Any consent by the City under this section shall be by written amendment to the Agreement in a form and substance specified by the City in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall, no less than one hundred twenty (120) days prior to the assignment's proposed effective date, provide City with a written request for City's consent.

- 16.1.1. Failure by the Contractor to obtain the City's consent in accordance with this section prior to assignment or other conveyance shall: 1) constitute a material breach of the Agreement; and 2) entitle the City to retain any and all legal rights, claims and defense to enforce this section, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the City in accordance with the Agreement to the Contractor or any person or entity prior to the Contractor obtaining the City's consent to the assignment shall not constitute a waiver of the rights of the City under this section.

- 16.1.2. Nothing herein shall preclude the right of the City to waive its rights under this section but no waiver shall be granted by the City without amendment to the

Agreement. The Contractor is hereby placed on notice that the City may demand a discount of up ten percent (10%) from those rates or compensation for the goods or services established in the Agreement as a condition to execution of the amendment. Neither City nor Contractor shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

17. ADDITIONAL RIGHTS AND REMEDIES.

- 17.1. The rights and remedies of the Parties provided for under this Agreement are in addition to any other rights and remedies provided by law; the Parties may assert their right of recovery by any appropriate means including, but not limited to, set-off, suit, with-holding, recoupment, or counterclaim, either during or after performance of this Agreement.

18. CONTROLLING LAW

- 18.1. This Agreement is to be governed by the laws of the State of Florida. Venue for any litigation between the parties to this Agreement shall be in the State Circuit Court in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

19. MODIFICATIONS TO AGREEMENT

- 19.1. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

20. NOTICE

- 20.1. All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

In the case of City:	with a copies of legal notices to:
City of Ormond Beach Attn: Director of Purchasing Address: 22 South Beach Street Ormond Beach, Florida 32174 Phone: (386) 676-3223 Fax: (386) 676-3374	City of Ormond Beach Attn: City Attorney Address: 173 South Beach Street Ormond Beach, Florida 32175 Phone: (386) 676-3392 Fax: (386) 676-3321

In the case of Contractor:	with a copy of legal notices to:
Kristy Fuentes, Vice President DRC Emergency Services, LLC 6702 Broadway Street Galveston, TX 77554	Kristy Fuentes, Vice President DRC Emergency Services, LLC 6702 Broadway Street Galveston, TX 77554

21. **Waiver of Right to Jury Trial.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.
22. **Verification of Employment Status Using E-Verify System**
- (a) Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
 - (b) Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 - (c) In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.
23. This Agreement, together with any exhibits, schedules, attachments and amendments thereto, and constitute the entire Agreement between City and Contractor and supersede all prior written or oral understandings.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first below written.

DRC EMERGENCY SERVICES, LLC

CITY OF ORMOND BEACH

By: _____
 Name: _____
 Title: _____

By: _____
 Bill Partington
 Mayor

Attest: _____
 Name: _____
 Title: _____

Attest: _____
 Joyce Shanahan
 City Manager

Dated: _____

Dated: _____

Exhibit A – Scope of Work
 Exhibit B – Project Specific Definitions
 Exhibit C – Rate Structure
 Exhibit D – FHWA Form 1273
 Exhibit E – FHWA Buy America
 Exhibit F – Sample Load Ticket
 Exhibit G – Hazardous Stump Extraction and Removal Eligibility
 Exhibit H – City Map with Zones

EXHIBIT "A"

SCOPE OF SERVICES

Description of Designated Areas

- A. The designated area for debris removal (the City right-of-way) is bounded by the City limits of Ormond Beach and includes public property and Right-of-Ways (ROW), City parks and City debris staging areas within the incorporated areas of the City and may include private segments within the jurisdictional boundaries of the City (see Exhibit G). The City Debris Manager may also authorize the Contractor to perform debris removal on non-City roadways, waterways or other areas, as directed in writing by the City Debris Manager. If tasked with debris removal from Federal Aid Highway segments within Florida Department of Transportation, District 5 under the Federal Highway Administration (FHWA) Emergency Relief (ER) Program, the Contractor will be required to provide crews separate from those providing City ROW debris removal services. The crews allocated to provide debris removal from FHWA-ER eligible roadways will only collect debris from FHWA-ER eligible roadways. Further, the Contractor shall abide by all eligibility requirements and guidance set forth by FHWA for debris removal on FHWA-ER Program Eligible roadways to include those identified in Exhibit B – FHWA Form 1273.
- B. The City Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.
- C. All debris identified by the City Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the City is at the discretion of the City Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the City Debris Manager in writing.
- D. Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.
- E. Contractor shall deliver all disaster related debris to a City approved Debris Management Site (DMS) or City Designated Final Disposal Site that have been

approved to receive storm-generated debris and adhere to all local, state and federal regulations.

- F. The City will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the City, the City may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the City. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and the Florida Department of Environmental Protection (FDEP). All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use.
- G. The Designated Final Disposal Site is the Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124. Additional City Designated Final Disposal Sites may be approved by the City in writing depending on the severity of the disaster and the amount of debris generated.
- H. All City Designated Final Disposal Sites must be approved, in writing, by the City Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the City Debris Manager.
- I. Payment for disposal costs such as tipping fees incurred by the Contractor at a City Designated Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the City as a pass through cost. Prior to reimbursement by the City, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haulout ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the City Designated Final Disposal Site.
- J. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.
- K. The City reserves the right to inspect DMS, verify quantities and review operations at any time.

- L. The City, at its sole discretion, may elect to perform work with in-house forces or additional contract forces.

Scope of Services

All debris removal and disposal management services shall be in accordance with all applicable federal and state laws, and environmental regulations. Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City Debris Manager. Work shall also include the clearing and removing of any and all "Eligible" debris as most currently defined (at the time written Notice to Proceed orders are issued and executed by the City for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, Federal Highway Administration (FHWA) Emergency Relief (ER) Program to include those identified in Exhibit B – FHWA Form 1273 and as directed by the City Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA or FHWA during the course of a debris removal project. The aforementioned definition of "Eligible" applies to all uses throughout this Scope of Services. Work will include: examining debris to determine whether or not debris is Eligible; loading the debris; hauling debris to City approved DMS(s) or City Designated Final Disposal Site(s); reducing disaster related debris; hauling reduced debris to a City Designated Final Disposal Site; disposing of reduced debris at a City Designated Final Disposal Site or ORSWMF and supporting documentation. Debris not defined as Eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled, dumped or reimbursed under this contract unless written instructions are given to the Contractor by the City Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Notice to Proceed orders, unless otherwise directed by the City Debris Manager, in writing. This includes, but is not limited to:

1. Emergency Road Clearance

At the request of the City this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from City roadways, to make them passable immediately following a declared disaster event. All roadways designated by the City Debris Manager shall be clear and passable within 70 working hours of the issuance of Notice to Proceed from the City to conduct emergency roadway clearance work. The City may choose to extend the Contractor's 70 hour limit through a written request. Clearance of these roadways

will be performed as identified by the City Debris Manager. The Contractor shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. Eligible ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible disaster-related vegetative debris existing on the City ROW to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, Eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of Eligible vegetative debris existing in the City will be performed as identified by the City Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS or a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- e. Entry onto private property for the removal of Eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.
- f. The Contractor must provide traffic control as conditions require or as directed by the City Debris Manager.

3. Eligible ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible Construction and Demolition (C&D) debris existing on the City ROW to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, Eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of Eligible C&D debris existing in the City ROW will be performed as identified by the City Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific ROE legal and operational procedures.
- f. The Contractor must provide traffic control as conditions require or directed by the City Debris Manager.

4. DMS(s) Management, Operations and Reduction Through Grinding

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through grinding of Eligible disaster related debris. Grinding must be approved by the City Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.

- g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
- h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 6. Depending on the volume of HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.
- j. Contractor is responsible for providing twenty-four (24) hour DMS(s) security.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (**See Debris Site Tower Specifications**).
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

5. DMS(s) Management, Operations and Reduction Through Air Curtain Incinerators

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of Eligible disaster related debris. ACI reduction must be approved by the City Debris Manager, Division of Forestry, FDEP and any other applicable regulatory agencies as required prior to commencement of reduction

activities. DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDEP. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDEP guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s)
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
- h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 7. Depending on the volume of HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.
- j. Contractor is responsible for providing twenty-four (24) -hour DMS(s) security and fire tender.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (**See Debris Site Tower Specifications**).

- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

6. Haul-Out of Reduced Debris to a City Designated Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced Eligible material such as ash, compacted C&D, mulch, etc., existing at a City approved DMS(s) to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the City for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-City Designated Final Disposal Site.

7. Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous trees six (6) inches or greater in diameter, measured 4.5 feet from the base of the tree and Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW. Debris generated from the removal of Eligible hazardous trees and Eligible hanging limbs two (2) inches or greater existing in the City ROW will be placed in the safest possible location on the City ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous leaning trees less than six (6) inches in diameter, measured 4.5 feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The City will not compensate the Contractor for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all Eligible hazardous leaning trees and Eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW then Contractor must load the resulting debris as Eligible hazardous leaning tree or Eligible hazardous hanging limbs as they are removed.

- a. Eligible hazardous trees will be identified by the City or its authorized representative for removal. Removal and placement of Eligible hazardous trees six (6) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. In order for leaning or hazardous trees to be removed and Eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
 1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
 2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
 3. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
 4. The tree has a split trunk that exposes heartwood.
- b. Eligible hazardous hanging limbs will be identified by the City or its authorized representative for removal. Removal and placement of Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. In order for hanging limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:
 1. The limb is greater than two (2) inches in diameter.
 2. The limb is still hanging in a tree and threatening a public-use area.
 3. The limb is located on improved public property.

8. Removal of Eligible Hazardous Stumps

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree existing on the City ROW. Further, debris generated from the removal of uprooted stumps existing on the City ROW will be transported to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and twenty-four (24) inches or less in diameter will be considered normal Eligible vegetative debris and removed in accordance with scope of services item 2. The diameter of Eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See

Exhibit C – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

- a. Eligible hazardous stumps will be identified by the City or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. In order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:
 1. Fifty percent (50%) or more of the root ball is exposed.
 2. The stump is on City ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Exhibit C – FEMA DAP 9523.11). The City or its authorized representative will measure and certify all Eligible stumps prior to removal.

9. Eligible Household Hazardous Waste Removal Transport and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of Eligible HHW from the ROW to a TSDF.

- a. The removal, transportation and disposal of Eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. All HHW shall be managed as hazardous waste and disposed of at a permitted Hazardous Waste TSDF.

10. Eligible ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of Eligible white goods from the ROW, removal of refrigerants, transportation to a City approved DMS, decontamination, and transportation to a City approved facility for recycling.

The designated facility for recycling must be approved in writing by the City. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged. White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

- a. The removal, transportation and recycling of Eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
 1. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.
- b. The Contractor shall recycle all Eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- c. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a designated City approved DMS for refrigerant removal by the Contractor's qualified technicians.

11. Eligible E-Scrap Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper disposal of Eligible E-Scrap from the ROW to a City Designated E-scrap recycling facility. Eligible E-Scrap includes, but is not limited to, televisions, computers, computer monitors and microwaves in areas identified and approved by the City. The Contractor shall recycle or dispose of all Eligible E-Scrap Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

12. Eligible Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a City Designated Final Disposal Site. Contractor shall coordinate activities with the City of Ormond Beach/Volusia County Animal Services Division and the Volusia County Health Department.

13. Other Debris Removal Work

- a. **Marine Debris Removal** - The Contractor shall clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by the City, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the City or its representative.
- b. **Sand Screening** - The Contractor shall screen all sand to remove Eligible debris deposited as a result of a natural or manmade disaster as directed by the City, in writing. 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 or designated site. Eligible debris removed from the sand shall be collected, hauled and processed at the DMS.

14. Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the City. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of Non-RACM structures, as well as Eligible scattered C&D debris on private property, will be transported to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- b. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
- c. Removal and transportation of Eligible Non-RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
- d. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

- e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

15. Eligible Demolition, Removal, Transport and Disposal of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible RACM structures on private property within the jurisdictional limits of the City. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of structures, as well as Eligible scattered C&D debris on private property, will be transported to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- b. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
- c. Removal and transportation of Eligible RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
- d. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

Technical Specifications

Notice To Proceed Orders

The City Public Works Director or representative shall issue official written Notice to Proceed (NTP) orders for the services referenced in this contract. The NTP orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. If the Contractor's authorized representative is on site in the City then the NTP orders will be hand delivered. Under no circumstances shall the City be liable for any services rendered unless the written NTP orders have been sent and received by the Contractor(s). Contractor(s) must acknowledge receipt of the NTP orders in writing to the City Public Works Director or representative.

Documentation Management and Support

The Contractor shall provide data management and support to the City during the disaster recovery effort including but not be limited to:

- a. Assist the City in the preparation of FEMA and State reports for reimbursement, including training of agency/departments employees and review of documentation prior to submittal.
- b. Work closely with State Emergency Management, FEMA, and other agencies to insure that debris collection, debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility.
- c. Utilize City tracking documentation and/or provide approved collection/disposal tickets, field inspection stations and reports, and other required documentation to support and provide substantiation for FEMA, Federal, State and City reimbursement.
- d. The Contractor shall conduct daily meetings with the City to provide updates on the status of operations, discuss issues/problems, and daily work schedules. The Contractor shall provide daily reports in a format approved by the City that detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done detailing the street names beginning and ending cross streets and address blocks and city limit lines when applicable where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced and disposed. The reports shall include issues requiring attention and other information requested by the City.
- e. The Contractor shall maintain, in an approved and safe place at the site, one record copy of all load tickets, disposal tickets, field inspection reports and other data sufficient to provide substantiation of debris removal costs for Federal and State reimbursement applications along with Written Amendments, Change Orders, Work Change Directives, Change Orders and written interpretations and clarifications in good order and annotated to show all changes made during the execution of the work. These record documents, together with all approved

samples, shall be available to the City for reference. Upon completion of the work, these record documents and samples shall be delivered to the City.

Mobilization/Response

Within twenty-four (24) hours of the City being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the City regarding potential contract activation. Within twelve (12) hours of being issued NTP orders from the City, the Contractor(s) shall mobilize equipment and resources in the City. Within twenty-four (24) hours of being issued NTP orders from the City, the Contractor(s) shall be prepared to begin debris removal operations as directed by the City Debris Manager. As part of the Contractor's mobilization effort the Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the City.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

The City strongly encourages the use of local resources. The Contractor(s) shall perform at least 30% of the work with its own forces and give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers. A list of subcontractors will be required when activated and maintained current throughout the activation. The City reserves the right to approve all subcontractors and updates thereto. The preference for the use of local resources is not applicable to FHWA funded Emergency Relief projects.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the City. The project manager shall provide a telephone number to the City with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the City Debris Manager and/or City authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, City coordination and damage repairs. Frequency of meetings may be adjusted by the City Debris Manager. The

Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the City Debris Manager.

Equipment

- a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- b. 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 sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the City's authorized representatives prior to its use by the Contractor(s).
- c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a City approved DMS or a City Designated Final Disposal Site.
- d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.
- e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the City Debris Manager.
- f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the City Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety

items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the City Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Contractor for traffic control is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services.

Rapid Response Crew

Contractor(s) shall be required to provide the City with access to one or more Rapid Response Crews (RRC) as directed by the City. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the City Debris Manager or the City's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the City deems a priority for overall City recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and the Contractor(s). Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four (24) hour, seven (7) days a week basis.

Production Rates For Debris

The Contractor commits to the following productions rates for debris removal:

- a. Up to one hundred thousand (100,000) cubic yards 10 calendar days from Notice to Proceed (NTP).
- b. Up to two hundred fifty thousand (250,000) cubic yards 15 calendar days from NTP.
- c. Up to five hundred thousand (500,000) cubic yards 30 calendar days from NTP.
- d. Up to one million (1,000,000) cubic yards 60 calendar days from NTP.
- e. Greater than one million (1,000,000) cubic yards after 60 calendar days, two hundred fifty thousand (250,000) cubic yards every 15 calendar days thereafter.
- f. The ability to be fully operational for the reduction and disposal of debris within 72-hours of initial NTP.
- g. The ability to incinerate daily debris volumes within thirty (30) days on a first in, first out basis. Contractor shall use double air feed curtain, as directed to incinerate debris.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The City reserves the right to require the Contractor to dismiss or remove from the project any workers as the City sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Existing Utilities

- a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.
- b. The City may choose either to have the Contractor(s) make the necessary repairs or have the Contractor(s) pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

- a. The Contractor(s) shall provide as many towers as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the City or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.
- b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the City Debris Manager due to unsuitable conditions at the tower.

Facilities at DMS Locations

The Contractor(s) shall provide as many portable toilets as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.

Ownership of Debris

All debris residing in the City ROW and City provided DMS(s) shall be the property of the City until final disposal at a properly permitted disposal site.

Environmental Protection

- a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. Contractor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMSs. Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- c. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the City Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the City Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- d. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- e. The Contractor(s) shall immediately report and document all incidents to the City Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.
- f. The Contractor must notify the City regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup.

Documentation and Measurement

- a. Proper documentation as required by Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA) or other federal and state natural disaster response agency shall be provided for all debris removal operations to ensure reimbursement to the City from the appropriate agency.
- b. Contractor is responsible for ensuring that all labor and equipment used for Emergency Push activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
- c. All Contractor(s) trucks used for collection and hauling of Eligible debris from the City ROW to City approved DMSs or City Designated Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the City or City-authorized representative. The Contractor shall provide a representative to attest to the certification/measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the City of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the City Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a City authorized representative each time it returns to work from other contracts or communities.
- d. The Contractor(s) is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
- e. Pre-numbered load tickets will be provided by the City or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the City or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the City will be authorized for use.
 1. Each ticket shall be of a type that consists of one original and three carbon-copy duplicates.
 2. Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement and City authorized representative name and signature. No payment will be made by the City for incomplete load or unit rate tickets submitted for payment.
 3. Load tickets will be issued by an authorized representative of the City at the collection site. The City authorized representative will complete the applicable portion of the load ticket, keep one (1) copy and provide the three remaining copies to the vehicle operator. Upon arrival at the DMS or City Designated Final Disposal Site, the vehicle operator will present the three

copies of the load ticket to the City authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the City authorized representative present at the DMS or City Designated Final Disposal Site. The City authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The City will keep the original copy, one (1) copy will be given back to the vehicle operator and the remaining one (1) copy will be provided to the Contractor.

4. Loads of processed (e.g., chipped) debris being hauled from a DMS to a City Designated Final Disposal Site will follow the same load ticket procedures. A City authorized representative will initiate the load ticket at the DMS. Another City authorized representative will validate and sign the ticket at the City Designated Final Disposal Site.
5. The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

Payment

- a. The City, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the City, or its authorized representative, will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the City be responsible for unpaid incomplete tickets.
- b. Private property and FHWA-ER funded roadway debris removal operations will be invoiced separately from ROW collection removal operations. The City reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s).
- c. Invoices shall be submitted to the City's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the City. Invoice detail submittals will be checked against City records. City records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the City authorized representative to the City for payment.

- d. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the City, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the City to repair damages caused by the Contractor(s) to public or private property.
- e. No separate payment will be made for mobilization and demobilization operations or any travel per diem costs. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.
- f. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the City from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the City prior to final retainage release.
- g. Payment for disposal cost incurred by the Contractor(s) at City Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of all applicable disposal site permits, a copy of the invoice(s) received by the City Designated Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the City Designated Final Disposal Site, and proof of Contractor payment to the City Designated Final Disposal Site.
- h. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the City Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
- i. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The City will only pay for those items deemed Eligible by FEMA or FHWA, unless the City otherwise agrees in writing.
- j. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the City for a period of seven (7) years following receipt of final payment for the services referenced herein.

EXHIBIT "B"

Project Specific Terms and Definitions

1. **ACM** – Asbestos Containing Material
2. **Authorized Representative** – City employees and/or contracted individuals designated by the City or City Debris Manager.
3. **Intentionally left blank**
4. **CEI** – Construction Engineering & Inspection
5. **CFR** – Code of Federal Regulations
6. **Chipping or Mulching** - The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms "chipping" and "mulching" are often used interchangeably.
7. **Cleanup Crew** – A group of individuals and/or an individual working for the disaster debris collection contractor collecting disaster debris.
8. **Construction and Demolition Debris (C&D)** – See Eligible Constructions and Demolition Debris
9. **County** – Volusia County, Florida
10. **City Debris Manager** – The City will designate a City Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the City.
11. **City Designated Final Disposal Site** – Tomoka Farms Road Landfill located at 1990 Tomoka Farms Road, Port Orange, FL 32124 or other final disposal sites or end users as designated and approved in writing by the City.
12. **WVTS** – West Volusia Transfer Station operated by the Volusia County Solid Waste Division located at 3151 East State Road 44, DeLand, FL 32724.
13. **Debris** – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, vegetative, construction and demolition debris and personal property.
14. **Debris Clearance** – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.
15. **Debris Management Site (DMS)** – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSRS) or Temporary Debris Staging and Processing Facility (TDSPF).
16. **Debris Monitoring** – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

Exhibit D

17. **Debris Removal** – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.
18. **Debris Removal Contractor** – Conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.
19. **Demobilization** – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the City. The Contractor will leave all sites utilized clean and restored to the original state as approved by the City and verified through soil and groundwater samples.
20. **Demolition** – The act or process of reducing a structure, as defined by State or local code, to a collapsed condition. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.
21. **DEP** – Florida Department of Environmental Protection (FDEP)
22. **DDIR** – Detailed Damage Inspection Report
23. **Disaster Specific Guidance** – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.
24. **DMS** – Debris Management Site
25. **DOT** – Department of Transportation (Generally Florida DOT)
26. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Task Orders are issued and executed by the City to the Contractor) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.
27. **Eligible Construction and Demolition Debris** – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:
 - Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.

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28. **Eligible Hanger** – An eligible hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

29. **Eligible Hazardous Stump** – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

30. **Eligible Household Hazardous Waste (HHW)** – The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive or meet other listed criteria. Examples of Eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- HHW must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.
- HHW removal must be the legal responsibility of the applicant.
- HHW must be a result of the major disaster event.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the City with written authorization by the City Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

31. **Eligible Leaner** – A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six (6) inches in diameter or greater as measured 4.5 feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

- The tree has more than fifty percent (50%) of the crown damaged or destroyed (requires written documentation from an arborist).
- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

32. **Eligible Vegetative Debris** – As outlined in FEMA Publication 325, eligible vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

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- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
33. **Eligible White Goods** – As outlined in FEMA Publication 325, Eligible White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:
- White goods must be located within a designated disaster area and be removed from an Eligible applicant's Improved property or ROW.
 - White goods removal must be the legal responsibility of the applicant.
 - White goods must be a result of the major disaster event.
34. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways. This program is administered by the Federal Highway Administration.
35. **EPA** – United States Environmental Protection Agency
36. **ER** – Emergency Relief
37. **E-Scrap** – End of life electronics, typically televisions, computers and related components
38. **FDEP** – Florida Department of Environmental Protection (DEP)
39. **FDOT** – Florida Department of Transportation
40. **FEMA** – Federal Emergency Management Agency
41. **FEMA Publication 325** – Debris Management Guide – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:
- Eliminating immediate threats to lives, public health and safety.
 - Eliminating immediate threats of significant damage to improved public or private property.
 - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
42. **FHWA** – Federal Highway Administration
43. **Field Inspector** – Monitor
44. **FMIS** – Fiscal Management Information System
45. **Force Account Labor** – Labor performed by the applicant's permanent, full time or temporary employees.

Exhibit D

46. **Garbage** – Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics and papers.
47. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
48. **Hangers** – See Eligible Hanger
49. **Hazardous Waste** – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity.
50. **HHW** – Household Hazardous Waste
51. **Hold Harmless** – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
52. **Household Hazardous Waste** – See Eligible Household Hazardous Waste
53. **Landfill** – The Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124.
54. **Leaners** – See Eligible Leaner
55. **Monitor** – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the City's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. (May also be referred to as a Field Inspector.)
56. **Mulching or Chipping** – See Chipping or Mulching
57. **Mutual Aid Agreement** - A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
58. **National Response Plan (NRP)** – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.
59. **TFRL** – Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124 (also referred to as Volusia County Landfill or Landfill)
60. **OSHA** – Occupational Safety and Health Administration
61. **Outbuilding** - Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.
62. **PPE** – Personal Protective Equipment. May also be referred to as "Safety Gear."
63. **RACM** – Regulated Asbestos Containing Material
64. **RCRA** – Resource Conservation and Recovery Act

Exhibit D

65. **Recycling** – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
66. **Refrigerant** – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
67. **Regulated Waste** – Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.
68. **RFB** – Request for Bid
69. **RFP** – Request for Proposal
70. **Right of Entry** – As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
71. **Right-of-Way** – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
72. **ROE** – Right-of-entry
73. **ROW** – Right-of-way
74. **RRC** – Rapid Response Crew
75. **Scale/Weigh Station** – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
76. **Volusia County Landfill** – Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32124
77. **VCSWD** – The Volusia County Solid Waste Division
78. **TDSPF** - Temporary Debris Staging and Processing Facility. Site where collected debris is taken by the debris removal contractors for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DMS).
79. **TDSR Site** – Temporary Debris Storage and Reduction Site
80. **Temporary Debris Storage and Reduction Site** – Temporary Debris Storage and Reduction (TDSR) sites are locations designated by the City for the storage and reduction of disaster related debris.
81. **Tipping Fee** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
82. **TSDf** – Hazardous Waste Treatment, Storage and Disposal Facility.
83. **United States Army Corps of Engineers (USACE)** – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.
84. **White Goods** – See Eligible White Goods

Exhibit D

Acronyms

ACM	Asbestos Containing Material
VCC	Volusia County Council
C&D	Construction and Demolition
CBRA	Coastal Barrier Resources Act
CBRN	Chemical, Biological, Radiological and Nuclear
CBRS	Coastal Barrier Resources System
CEI	Construction Engineering and Inspection
CFR	Code of Federal Regulations
CTS	Central Transfer Station
CWA	Clean Water Act
CZMA	Coastal Zone Management Act
DDIR	Detailed Damage Inspection Report
DEP	Florida Department of Environmental Protection (Same as FEDP)
DMS	Debris Management Site
DOT	Department of Transportation
DPW	Department of Public Works
DRM	Disaster Recovery Manager
DTFL	Debris Task Force Leader
ECAP3	Environmental Compliance, Assistance and Pollution Prevention Program
EO	Executive Order
EPA	Environmental Protection Agency
ER	Emergency Relief
ESA	Endangered Species Act
ESF	Emergency Support Function
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FMIS	Fiscal Management Information System
GIS	Geographic Information System
GPS	Global Positioning System
HHW	Household Hazardous Waste
HUD	Department of Housing and Urban Development
IA	Individual Assistance
ICS	Incident Command System
JFO	Joint Field Office
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NRCS	Natural Resources Conservation Service
NRP	National Response Plan
OCC	Office of Chief Counsel
OSHA	Occupational Safety and Health Administration
TFRL	Tomoka Farms Road Landfill
PA	Public Assistance
PDA	Preliminary Damage Assessment
PNP	Private Non-Profit
PPDR	Private Property Debris Removal
PPE	Personal Protective Equipment
PW	Project Worksheet

Exhibit D

RACM	Regulated Asbestos Containing Material
RCRA	Resource Conservation and Recovery Act
RFB	Request for Bid
RFP	Request for Proposals
ROE	Right-of-Entry
ROW	Right-of-Way
RRC	Rapid Response Crew
SHPO	State Historic Preservation Officer
VCSWD	Volusia County Solid Waste Division
TDSPF	Temporary Debris Staging and Processing Facility
TDSR Site	Temporary Debris Storage and Reduction Site
USACE	United States Army Corps of Engineers
USCG	United States Coast Guard
USDA	United States Department of Agriculture
WSRA	Wild and Scenic Rivers Act

Emergency Road Clearance	
EQUIPMENT TYPE WITH OPERATOR	HOURLY LABOR RATE
Bobcat Loader	\$115.00
50' Bucket Truck	\$195.00
Dozer, Tracked, D4 or Equivalent	\$115.00
Dozer, Tracked, D6 or Equivalent	\$125.00
Dozer, Tracked, D7 or Equivalent	\$155.00
Dozer, Tracked, D8 or Equivalent	\$175.00
Generator, 16 to 100 kW, List kW Capacity	\$95.00
Generator, 210 to 350 kW, List kW Capacity	\$35.00
Light Plant with Fuel and Support	\$75.00
Grader with 12' Blade	\$195.00
Hydraulic Excavator, 1.5 CY	\$165.00
Hydraulic Excavator, 2.5 CY	\$195.00
Knuckle boom Loader	\$145.00
Lowboy Trailer with Tractor	\$85.00
Mobile Crane up to 15 Ton	\$275.00
Pickup Truck	\$45.00
Skid-Steer Loader, 1,000 lb. capacity	\$145.00
Skid-Steer Loader, 2,000 lb. capacity	\$155.00
1 Track Hoe - John Deere 690 or equivalent	\$145.00
Truck, Flatbed	\$65.00
4 Wheel drive lift or tower	\$50.00
Water truck (non-potable, dust control and pavement maintenance)	\$95.00
Wheel Loader, 2.5 CY, 950 or similar	\$175.00
Wheel Loader, 3.5 - 4.0 CY, 966 or similar	\$185.00
Wheel Loader, 4.5 CY, 980 or similar	\$225.00
Wheel Loader-Backhoe, 1.0 - 1.5 CY	\$135.00
LABOR CATEGORY	HOURLY LABOR RATE
Operations Manager with cell phone and pickup truck	\$75.00
Crew Foreman with Cell phone and pickup truck	\$65.00
Tree Climber with chainsaw and gear	\$110.00
Laborer with chainsaw	\$47.50
Laborer with small tools, Traffic Control or Flag person	\$37.50
Bonded and Certified Security personnel	\$95.00
CREW CATEGORY	HOURLY LABOR RATE
Wheel Loader, 2.5 CY, 950 or similar with operator, Foreman with support vehicle and small equipment, Laborer with chainsaw and two laborers with small tools.	\$425.00

2	Eligible ROW Vegetative Debris Removal	\$ Per Cubic- Yard
	Work consists of the collection and transportation of Eligible vegetative debris on the ROW to an approved DMS location or Designated Final Disposal Site. Mileage is based on one way haul distance.	
	0 - 14.99 miles	
	15 - 29.99 miles	
3	30 miles or greater	\$ Per Cubic- Yard
	Eligible ROW C&D Debris Removal	
	Work consists of the collection and transportation of Eligible C&D debris on the ROW to a Designated Final Disposal Site. Mileage is based on one way haul distance.	
	0 - 29.99 miles	
4	30 - 59.99 miles	\$ Per Cubic- Yard
	60 - 89.99 miles	
	90 miles or greater	
	DMS Management and Reduction of Through Grinding	
5	Work consists of management and operation of DMS locations for the reduction of Eligible disaster related debris through grinding.	\$ Per Cubic- Yard
6	DMS Management and Reduction of Through Air Curtain Incinerators	\$ Per Cubic- Yard
	Work consists of management and operation of DMS locations for the reduction of Eligible disaster related debris through air curtain incineration.	
6	Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site	\$ Per Cubic- Yard
	Work consists of loading and transporting reduced Eligible disaster related debris at an approved DMS location to a Designated Final Disposal Site. Mileage is based on one way haul distance.	
	0 - 14.99 miles	
	15 - 29.99 miles	
	30 - 44.99 miles	
	45 - 59.99 miles	
	60 - 74.99 miles	
	75 - 99.99 miles	
	100 miles or greater	

7	Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs	
	Work consists of removing Eligible hazardous leaning trees or hanging limbs and placing them on the safest possible location on the ROW for collection under the terms and conditions of scope of services item 2, Eligible ROW Vegetative Debris Removal (Collect & Haul)	\$ Per Tree
	6 inch to 12.99 inch diameter Eligible Leaning Tree	\$65.00
	13 inch to 24.99 inch diameter Eligible Leaning Tree	\$175.00
	25 inch to 36.99 inch diameter Eligible Leaning Tree	\$250.00
	37 inch to 48.99 inch diameter Eligible Leaning Tree	\$350.00
	49 inch and larger diameter Eligible Leaning Tree	\$450.00
	Removal of all Eligible Hanging Limbs (per Tree)	\$85.50
8	Removal of Eligible Hazardous Stumps	
	Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to an approved DMS location or Designated Final Disposal Site.	\$ Per Stump
	24.1 inches to 36.99 inch diameter Eligible Stump	\$250.00
	37 inch to 48.99 inch diameter Eligible Stump	\$350.00
9		
	Eligible Household Hazardous Waste Removal, Transport and Disposal	\$ Per Pound
	Work consists of the removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste Facility	\$12.65
10	Eligible ROW White Goods Debris Removal (Collect & Haul)	
	Work consists of the removal of Eligible white goods from the ROW to a designated approved DMS location. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated approved DMS location to a designated facility for recycling.	\$ Per Unit
	Refrigerators and freezers requiring refrigerant recovery and decontamination	\$75.00
	Washers, dryers, stoves, ovens, AC units, and hot water heaters	\$50.00
11	Eligible E-Scrap Item Removal	\$ Per Unit
	Work consists of the recovery and recycling of Eligible E-Scrap such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	\$2.00

12	Eligible Dead Animal Carcasses	\$ Per Pound
	Work consists of the recovery and disposal of dead animal carcasses.	\$9.95
13	Other Debris Removal Work	
	A. Marine Debris Removal	\$ Per Cubic Yard
	Land Based Debris removal	\$16.86
	Marine Based Debris removal	\$52.68
	B. Sand Screening	\$ Per Cubic Yard
	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 or designated site. Eligible debris removed from the sand shall be collected, hauled and processed at the DMS	\$19.82
14	Eligible Demolition, Removal, Transport and Disposal of Non- RACM Structures	
	Work consists of the decommissioning, demolition and disposal of Eligible Non-RACM Structures on public or private property and hauling the resulting debris to a Designated Final Disposal Site. Mileage is based on one way haul distance.	\$ Per Cubic- Yard
	0 - 29.99 miles	\$26.86
	30 - 59.99 miles	\$27.86
	60 - 89.99 miles	\$31.86
	90 miles or greater	\$37.50
15	Eligible Demolition, Removal, Transport and Disposal of RACM Structures	
	Work consists of the decommissioning, demolition and disposal of Eligible RACM Structures on public or private property and hauling the resulting debris to a Designated Final Disposal Site. Mileage is based on one way haul distance.	\$ Per Cubic- Yard
	0 - 29.99 miles	\$41.86
	30 - 59.99 miles	\$42.86
	60 - 89.99 miles	\$46.86
	90 miles or greater	\$52.50

EXHIBIT "D"

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the Journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding Journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debayment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debayment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general 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 grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Exhibit E

TITLE 23--HIGHWAYS

CHAPTER 1--FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF
TRANSPORTATION

PART 635--CONSTRUCTION AND MAINTENANCE--Table of Contents

Subpart D--General Material Requirements

Sec. 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of Sec. 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or

Exhibit E

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

Editorial Note: For a waiver document affecting Sec. 635.410, see 60 FR 15478, Mar. 24, 1995.

EXHIBIT F

CITY OF ORMOND BEACH

Cubic Yard Load Ticket

No. OB-

FIELD DATA

Contractor Name: Truck Driver Name:
(Print) P/U Date: / / P/U Time:
☐ First Pass ☐ Second Pass ☐ Subsequent Pass ☐ FHWA

RBS #	STREET NAME	ZONE #

Truck #: Certified Load Capacity:

CY

Materials:

- ☐ Vegetative
☐ Construction/Demolition
☐ White Goods
☐ Other (State type)

Field Inspector: Field Inspector ID:

Signature

TOWER DATA

Disposal Date: / / Disposal Time:

Truck Load Size:

Max Load Capacity

X

% Loaded

=

Volume Hauled (CY)

X

=

Disposal Site: City Representative: City Rep ID:

Signature

Government Inspector (if applicable):

Signature

White - City

Green - Contractor

Pink - Driver

Gold - Other

EXHIBIT "G"

Hazardous Stump Worksheet

Applicant: _____

Date: _____

Applicant Representative: _____

Signature: _____

FEMA Representative (if available) _____

Signature: _____

State Representative (if available): _____

Signature: _____

	Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard		GPS (decimal degrees, 00.000000)		Tree Size (Diameter)	Eligible		Fill For Debris Stumps CY	Comments (See attached sketch, photo, etc.)
			Yes	No	Latitude (N)	Longitude (W)		Yes	No		
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

EXHIBIT "G"

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.

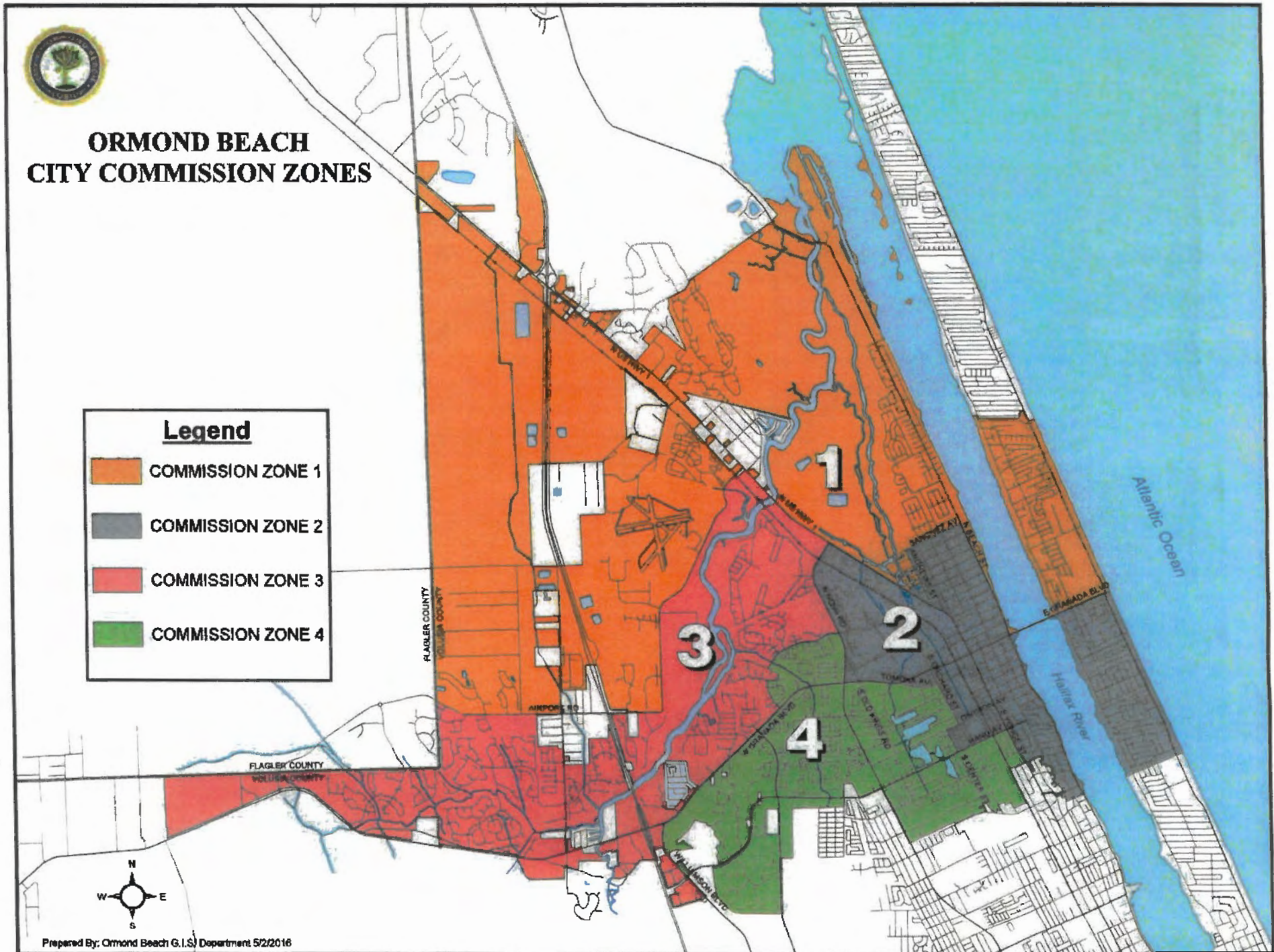
46656 is used to convert cubic inches to cubic yards and is a constant

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		

EXHIBIT "H"





Response to:

RFP #2021-17 – Debris Removal, Reduction and Recovery for City of Ormond Beach

June 23, 2021 @ 2:00 PM

Prepared for:

City of Ormond Beach

ORIGINAL

Prepared by:

Aftermath Disaster Recovery



Proposer Acknowledgement Form



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS**PROPOSER ACKNOWLEDGEMENT FORM**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Debris Removal, Reduction and Recovery for City of Ormond Beach

RFP NUMBER: 2021-17

RFP OPENING DATE & TIME: June 23, 2021 @ 2pm

RFP OPENING LOCATION: City Hall Training Room at Ormond Beach City Hall

PRE-SUBMITTAL MEETING: N/A

Submittals Received After the Above Date and Time Will Not Be Accepted.

PROPOSER'S NAME: Aftermath Disaster Recovery, Inc.

PROPOSER'S MAILING ADDRESS: 1826 Honeysuckle Ln

CITY-STATE-ZIP: Prosper, TX 75078

F.E.I.N.: 46-3248226

PHONE NUMBER: 972-567-1489 FAX NUMBER: _____

If returning as a "No Submittal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X

Melanie Corley
AUTHORIZED SIGNATURE (MANUAL)

Melanie Corley

NAME (TYPED)

President

TITLE

6/21/21

DATED

June 23, 2021

Rob Hart
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174



Re: RFP 2021-17 – Debris Removal, Reduction and Recovery for City of Ormond Beach

Dear Mr. Hart and Evaluation Team:

Aftermath Disaster Recovery seeks to be your partner in planning, preparing, and executing to restore your community in the event of a disaster. We are committed to performing services according to all FEMA program standards as well as accepting all conditions specified in this RFP "Debris Removal, Reduction and Recovery for City of Ormond Beach."

For over a decade, Aftermath has helped communities cleanup from events both large and small. We recognize that no two events are the same, and that's why we focus on each community's specific needs. When an event occurs, Aftermath will work with Ormond Beach to develop a clean-up approach that addresses the areas most important to your community. Our nimble team allows for flexibility in our process that can be easily tailored based on your specific needs in that moment.

We take a strategic approach to all of our contracts to ensure all clients benefit from our personalized attention. This means that if awarded this Pre-Event contract with Ormond Beach, we will not pursue any additional contracts with nearby communities because we want to be able to quickly support you when an event occurs. We view all of our clients as true partners who depend on us when disaster strikes, and by being selective with our relationships, we guarantee that you will never feel like another number on somebody's client list.

We understand the importance Ormond Beach is placing on the urgency of a possible event, FEMA reimbursement, mobilization time, and scope of work. We have the knowledge, expertise, and diligence to exceed your expectations. Our staging location in Hastings, FL enables mobilization within hours.

In selecting Aftermath Disaster Recover for this contract, The City of Ormond Beach receives a partner dedicated to serving you and your community. My partner, Obie Corley, and I are closely involved in every project because we understand the complexity and difficulty of recovering from an event. We employ best practices for emergency debris removal and then we tailor each project to its specific needs. We would be honored to use the skill and experience we have gained over the years to serve Ormond Beach.

Sincerely,

A handwritten signature in blue ink that reads "Melanie Corley". The signature is fluid and cursive, with a large loop at the end of the last name.

Melanie Corley

President, Aftermath Disaster Recovery, Inc.

Aftermath Disaster Recovery, Inc.
1826 Honeysuckle Ln
Prosper, TX 75078
www.aftermathdisaster.com

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Tab A: Background of Firm

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Executive Summary

For nearly every community hit by a disastrous event, the one word to describe the experience is chaos. When that moment occurs, Ormond Beach will have a seemingly endless list of critical items to complete to help your community to recover. Fortunately, you do not have to recover alone. With Aftermath Disaster Recovery, Inc. ("Aftermath"), Ormond Beach receives a partner who can jump in to help as soon as the event occurs and take the tasks of removing debris off your list.

The Aftermath Approach

Aftermath's approach to supporting Ormond Beach stands out in two main areas: 1.) Our company-owned equipment and employee-based labor force, and 2.) Our personal relationships with our subcontractors.

- 1. Aftermath's Company-Owned Equipment and Labor Force.** Aftermath maintains a large inventory of owned equipment that is ready-to-use the minute an event occurs. This equipment includes our land-based self-loading trucks that have a 85+ CY capacity (160+ CY capacity with a truck and trailer) and skid steers for each truck. These large capacity trucks with trailers can remove debris faster and with more efficiency than smaller units, ensuring Ormond Beach receives the fastest debris removal process possible. In addition to this equipment, our team of experienced employees are trained on our quality-focused approach, and because they are full-time employees, they are adept at debris removal operations, which allows for quick-response capability to support the City of Ormond Beach.
- 2. Valued Subcontractor Relationships.** While we always staff a project with our team first, sometimes additional hands are required to get your community up-and-running again fast. In these moments, we leverage our relationships with our subcontractors. Our subcontractors remain loyal to us on projects due to our ability to successfully manage the projects and account for their needs. Aftermath is known for consistently paying our subcontractors in a timely manner, and this reputation results in subcontractors who want to work on our projects over our competitors. These relationships are critical to receiving all of the help Ormond Beach's project needs.

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900,000+ Cubic Yards of Debris Removed with Aftermath's own labor force**100%** Contracts finished at or below budget and on schedule

Why Aftermath for Ormond Beach

In addition to our approach, Ormond Beach will benefit from choosing Aftermath due to:

- **Rapid Response.** Because Ormond Beach would hold a pre-event contract, our owned assets would be dedicated to your service. This means that at least ten 160+ CY trucks and trailers could be immediately mobilized in less than twelve hours.
- **Reliable Expertise.** From the owners to our staff on the ground, our hands-on approach ensures that Ormond Beach always has an expert who can provide you personalized attention and industry expertise.
- **Proven History.** Since its founding, Aftermath has worked on projects large and small. Our results speak for themselves: to date, we have removed over 900,000 cubic yards of debris entirely with our own labor force (not subcontractors).
- **Demonstrated Performance.** Our approach to projects works: 100% of Aftermath's contracts have been finished at or below budget and within schedule, and we have a litigation-free history.

From our company-owned equipment to our FEMA-certified experts to our organized approach and communication style, Ormond Beach can trust that with Aftermath, you receive a partner who can get the job done right when you need it most. When an event occurs, we will be here, ready to serve you to help your community recover.

"Thank you for your professionalism, and please give my thanks to your partner and employees when they safely return to Texas."

*W. Stone, President
Dog Island Conservation District*

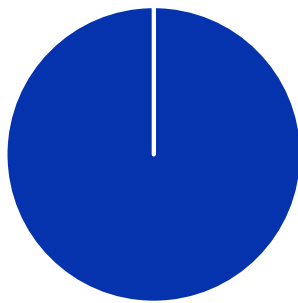
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Company Overview

From our leadership team to our project managers to our team on the ground, every aspect of Aftermath's organization focuses on helping Ormond Beach to quickly recover after an event. The expertise of our team makes this possible. All project managers are FEMA-certified, as are many of our on-the-ground employees. The company owners (biographies below) are personally involved in every project and are available to you to ensure your needs are met. To maintain the best quality and consistency in our work for Ormond Beach, we use our own employees to complete your project where possible. All of these factors result in a strong team ready to serve your community the moment disaster strikes.

Company History

Ownership of Aftermath
Disaster Recovery, Inc.



■ Melanie Corley

Aftermath Disaster Recovery, Inc. was formed in Texas in 2013. We are a Texas state-certified HUB contractor that is 100% owned by Melanie Corley, its President, with no other ownership interests. We have no wholly owned subsidiaries, affiliated companies, joint ventures or strategic alliances with any other companies.

Aftermath was formed as a corporation on July 22, 2013 under the laws of Texas.

Aftermath has a labor force of twenty-five employees, most of whom travel for our deployments. Because the majority of work is in Florida and Texas, we have staging

locations in both areas.

Company Profile

Meet the team

Melanie Corley, **President and 100% owner**

Melanie Corley has extensive experience in serving the needs and issues inherent in disaster recovery and remediation. She actively develops unique strategies to respond to and provide unmatched service to our clients. Her effective communication lays the groundwork necessary to ensure goals are met and clearly defined for a well-working partnership, and she has developed strong relationships with local partners in the clean-up efforts.

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She holds both a Juris Doctorate and a Bachelor of Business Administration from the University of Texas at Austin. Melanie is certified by the NIMS Emergency Management Institute ICS 0100, ICS 0200.

Obie Corley, Vice President

Obie Corley is one of the foremost experts in all phases of disaster recovery operations including removal, reduction, recycling, disposal, and restoration. He knows how to quickly mobilize a team and manage multi-site recovery contracts while still maintaining a personal interest in each project.

Obie has a fundamental understanding of environmental and economic recovery and can restore sites under strict compliance and awareness of FEMA, DOT, OSHA and other agency standards. He is certified by the NIMS Emergency Management Institute ICS 0100, ICS 0200.

Katie Halvorson, Contract Admin

Katie Halvorson is a contract administrator whose attention to detail keeps projects' documentation requirements in compliance to ensure maximum FEMA reimbursement. Her superior communication enables all stakeholders to be well-informed and equipped with their requirements. Ms. Halvorson is certified by the NIMS Emergency Management Institute ICS 0100, ICS 0200.

Rock Malone, Senior Project Manager

With 30 years of experience in disaster relief recovery, Rock has amassed an extensive background in high-level management, disaster response, and excellent communication skills. Recent projects of note include managing land-based debris for removal operations in Jackson County, Florida, and water-based debris removal from Buffalo Bayou in Houston following Hurricane Harvey.

Damian Sazama, Project Manager

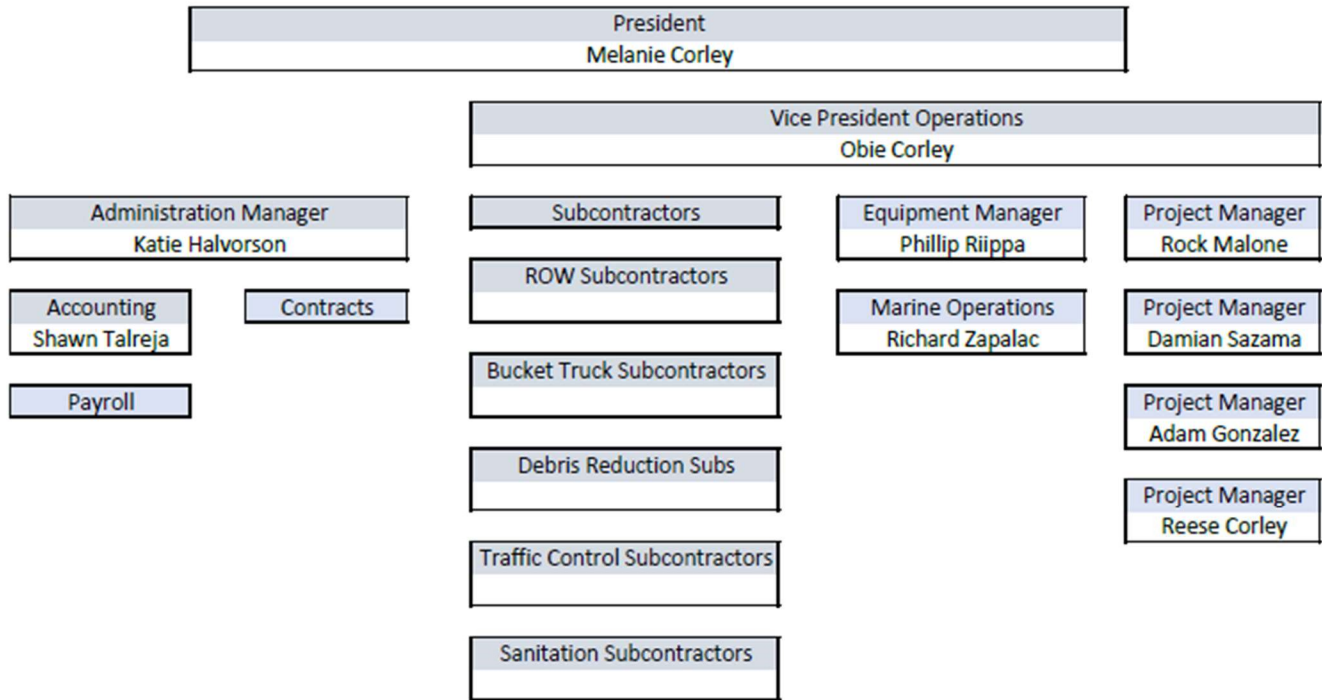
With his background in the US Navy, Damian has a unique perspective and is very service-oriented to provide above and beyond service for Aftermath clients. He's been in the disaster recovery industry for five years and recently managed the 2018 Lee County waterway debris removal project.

Phillip Riippa, Heavy Equipment Manager

With 40 years of experience as an operator and mechanic, Phillip was one of the original employees at Aftermath and now oversees our heavy equipment division. His expertise in diagnosing equipment issues helps us keep equipment downtime to a minimum while also minimizing any negative environmental impacts.

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Organization Chart



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Legal Designations

Texas HUB Certificate

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1463248226200**
 File/Vendor Number: **486989**
 Approval Date: **22-JUL-2020**
 Scheduled Expiration Date: **22-JUL-2024**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that
AFTERMATH DISASTER RECOVERY, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 24-JUL-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev: 06/19

Florida Contractor's License



Ron DeSantis, Governor

Halsey Behears, Secretary



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

THE MARINE SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE
 PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



KANE CORLEY, MELANIE
 AFTERMATH DISASTER RECOVERY, INC
 1826 HONEYSUCKLE LN
 PROSPER TX 75078

LICENSE NUMBER: SCC131151805

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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Sunbiz Report

5/6/2021

Detail by Entity Name

DIVISION OF CORPORATIONS

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

Detail by Entity Name

Foreign Profit Corporation

AFTERMATH DISASTER RECOVERY, INC

Filing Information

Document Number	F14000003039
FEI/EIN Number	46-3248226
Date Filed	07/17/2014
State	TX
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/26/2015

Principal Address

1826 HONEYSUCKLE LN
PROSPER, TX 75078

Mailing Address

1826 HONEYSUCKLE LN
PROSPER, TX 75078

Registered Agent Name & Address

REGISTERED AGENTS INC
7901 4TH STREET N,
SUITE 300
ST.PETERSBURG, FL 33702

Name Changed: 01/29/2018

Address Changed: 01/29/2019

Officer/Director Detail

Name & Address

Title CPST

CORLEY, MELANIE
1826 HONEYSUCKLE LN
PROSPER, TX 75078

Title VCVF

CORLEY, ROBERT O

1826 HONEYSUCKLE LN

search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=ForwardList&searchNameOrder=AFTERMA...

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Business Venues

Administration	Equipment Facility	Equipment Facility
1826 Honeysuckle Ln. Prosper, TX 75078	1095 Willy Vester Ln. Van Alstyne, TX 75495	9655 Dillon Ave Hastings, FL 32145

Business Status and Direction

Aftermath began with a single dump trailer and a pickup truck in 2013. Our multi-million dollar fleet of equipment has been acquired over the years without debt because we believe that operating debt-free allows us to keep our clients' needs and our team's needs above our own.



9021 W University Dr
McKinney, TX 75071
Tel: 972.347.5028
Fax: 469.952.6814

To whom it may Concern:

Aftermath Disaster Recovery, INC has an active Wells Fargo Checking account ending in 8605 which has been open since August 2013 with significant seven-figure balances as of February 2021. The account has always maintained good standing which indicates the company is capable of financing a multi-million dollar volume of work. Signers on the account include Melanie L. Kane-Corley and Robert O Corley.

Brandi Goellner

Brandi.R.Goellner@wellsfargo.com

(469) 952-6817



RFP#2021-17 City of Ormond Beach

State of Florida Department of State

I certify from the records of this office that AFTERMATH DISASTER RECOVERY, INC is a Texas corporation authorized to transact business in the State of Florida, qualified on July 17, 2014.

The document number of this corporation is F14000003039.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on March 4, 2019, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of June, 2019*



Ramón R. Roca
Secretary of State

Tracking Number: 5945065538CU

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

RFP#2021-17 City of Ormond Beach

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



John Steen
Secretary of State

Office of the Secretary of State**CERTIFICATE OF FILING
OF**

AFTERMATH DISASTER RECOVERY INC
File Number: 801820281

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic For-Profit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 07/22/2013

Effective: 07/22/2013



A handwritten signature of John Steen in black ink.

John Steen
Secretary of State

Phone: (512) 463-5555
Prepared by: Dee Harris

Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709
TID: 10306

Dial: 7-1-1 for Relay Services
Document: 491158170002

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Services and Support

When a disaster strikes in your backyard, Ormond Beach can rely on Aftermath to help you quickly and efficiently recover. We manage all aspects of clean up and debris removal, which allows you to focus on other aspects of the restoration and day-to-day operation of your community. Over the past seven years, Aftermath has helped our clients from Colorado to New Jersey and along the Gulf and Atlantic coasts recover from events such as tornadoes, hurricanes, major storms, flooding, and ice storms. We have supported our clients after large events, such as Hurricane Harvey, and lesser-known disasters, such as straight-line wind events. With our extensive experience in natural disaster cleanup projects, we know what needs to be done and can create your custom cleanup plan quickly and with as minimal impact to your citizens and community as possible.



Debris removal from Oyster Creek

Our services include:

- **24-Hour Emergency Push Crews.** Immediately following an event, it is critical to clear rights-of-way for emergency workers and to make roads navigable. With our emergency push crews, we clear all roads within 72 hours.
- **Disaster Clean Up.** Disaster cleanup allows communities to get on the path to recovery as soon as possible. From site preparation to demolition to construction to hazardous waste removal, we have the equipment and expertise to get the job done.
- **Debris Removal.** We help remove and dispose of all types of debris, from trees to sand to clearing land.
- **Waterway Debris Removal.** When debris is pushed into waterways, such as canals, marshes, bays, and the ocean, we quickly and delicately remove those objects to cause as little impact as possible on the ecosystems.
- **Coastal Restoration.** Stunning shorelines and beaches can be devastated within hours of an event. We help to reclaim these spaces with services such as Beach Sand Screening & Replacement, Beach Replenishment, Wetlands Restoration, and Oil Spill Cleanup.

Ormond Beach can rely on Aftermath's support no matter how large or small the disaster. Our hands-on leadership team will be available to you to identify the best path forward for your community, getting you back to everyday life as quickly as possible.

"Thanks for your efforts! Your crew is fast and efficient. [The County] should know the canal clean up is in professional hands."



Qualifications

When disaster strikes, Ormond Beach needs reliable disaster recovery experts to come in and clean up quickly with minimal disruption to your residents and the local environment. Aftermath's experts bring over a decade of experience in cleaning up natural and man-made disasters around the United States, including the devastation caused by Hurricanes Harvey, Irma, Michael, Matthew, and Sally.

Our team and equipment are able to provide full-service debris removal for small- and large-scale disaster cleanup projects. To date, Aftermath has successfully completed over \$20 million worth of debris removal projects and removed over one million cubic yards of debris with our own forces alone.

While many big disaster recovery firms have an endless list of clients they struggle to support, with Aftermath, Ormond Beach receives a company that emphasizes:

Aftermath Stats

100%

Women-Owned

HUB

Contractor

FLORIDA

Marine Contractor

- **Certifications for Ground Teams:** The majority of Aftermath's ground teams are individually FEMA-certified, which means the people doing the actual work are always up-to-date on the legal regulations and best practices.
- **Equipment Reliability:** Broken or damaged equipment causes delays, and that's not acceptable. To minimize downtime resulting from equipment failure, Aftermath's Heavy Equipment Manager ensures that every piece of owned equipment is well-maintained. Whenever possible, Aftermath will use our own vehicles and equipment for Ormond Beach's project. In the event that additional equipment or personnel is needed, Aftermath can call upon its team of trusted external subcontractors to get your job done with the same high quality. (For more about how and when Aftermath would integrate subcontractors into your project, see Subcontractor Management section.)
- **Personalized Service:** Aftermath is big enough to handle cleanup projects in excess of \$10 million, yet small enough to provide Ormond Beach with personalized service from the entire team, including the company's owners and the senior leadership team.
- **Pre-Event Planning:** Prior to each season, Aftermath can meet with Ormond Beach's City Debris Manager, as specified in RFP #2021-17, to hold a pre-season planning session. This will allow us to identify any TDRS locations in advance, develop specific approaches to different sized events, and create a tactical plan

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that can be implemented the moment disaster strikes. This planning session allows us to spend more time recovering when an event occurs.

Aftermath is proud to be a 100% women-owned business, a certified HUB contractor in Texas, and a certified specialty marine contractor in Florida.

As a Texas-based company, disaster is not just a job for us. Much of our team lives in Texas, an area frequently hit by storms and severe weather events. Our team has experienced the devastation of natural disasters first-hand and are motivated to go the extra mile so others are able to quickly return to normal. With this contract, our team is ready to serve Ormond Beach and your community the moment disaster strikes so you can experience the calm after the storm.

FEMA Reimbursement

Restoration, clean up and emergency work after a disaster is costly. Aftermath can help Ormond Beach navigate and apply for FEMA reimbursement to obtain emergency funds to support your restoration and repairs. Our goal is to help your community quickly rebuild after an event, and a key part of that process is receiving all the reimbursement to which you are entitled.

Aftermath's team will work with you to ensure you receive any documentation or other essential information from us to complete the process. We work with all stakeholders, such as FEMA representatives, monitoring firms, Ormond Beach City Debris Manager, and subcontractors, to ensure maximum eligibility rates.

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Overview of the FEMA Process

All projects eligible for FEMA funding follow a similar process. First your local and state governments respond with currently available resources. Then a damage assessment by local, state, and federal agencies determines the loss and recovery needs. Once this has been assessed, the Governor can issue a major disaster declaration and commit state funds to the project. FEMA will then evaluate the request and make their recommendations to the White House for the President to approve or deny a request for a federal emergency declaration. Upon approval, funds will be released shortly after.

To qualify for FEMA reimbursement, you must prove:

- The restoration is the result of an emergency or disaster event
- The restoration is located within a designated emergency or disaster area
- The restoration is under your legal responsibility.

We Help:

- Navigate and apply for FEMA Reimbursement
- Gather documentation and essential information from us
- Coordinate with FEMA representative, monitoring firms, and subcontractors for maximum eligibility

If all requirements are met, you can receive funding in as little as a few weeks, or as long as a few months.

Aftermath has worked with many agencies to receive FEMA reimbursements after a disaster. We will help assist and provide guidance on the process as Ormond Beach needs. If desired, Aftermath will host a FEMA training session to guide your team through the FEMA requirements and how to prepare for them.

Qualifications of Key Personnel

From our leadership team to our project managers to our team on the ground, every aspect of Aftermath's organization focuses on helping Ormond Beach to quickly recover after an event. The expertise of our team makes this possible. All project managers are FEMA-certified, as are many of our on-the-ground employees. The company owners (biographies below) are personally involved in every project and are available to you to ensure your needs are met. To maintain the best quality and consistency in our work for Ormond Beach, we use our own employees to complete your project where possible. All of these factors result in a strong team ready to serve your community the moment disaster strikes.

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Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

MELANIE KANE CORLEY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.c

Introduction to Incident Command System, ICS-100

Issued this 19th Day of June, 2019



0.2 IACET CEU

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

MELANIE KANE CORLEY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00200.c

Basic Incident Command System for Initial Response

Issued this 26th Day of February, 2020



0.4 IACET CEU

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

American Red Cross
Training Services

Certificate of Completion

Melanie Corley

has successfully completed requirements for
Adult and Pediatric First Aid/CPR/AED

Date Completed: 12/22/2020

Validity Period: 2 - Years

Conducted by: Nation's Best CPR



To verify certificate, scan code or visit redcross.org/digitalcertificate and enter ID.
Learn and be inspired at LifeSavingHours.org



00000000



Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

ROBERT O CORLEY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.c

Introduction to Incident Command System, ICS-100

Issued this 19th Day of February, 2020



0.2 IACET CEU

Michael J. Shanno
Deputy Superintendent
Emergency Management Institute
Federal Emergency Management Agency

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

ROBERT O CORLEY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00200.c

Basic Incident Command System for Initial Response

Issued this 26th Day of February, 2020



0.4 IACET CEU

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

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 American Red Cross Training Services Certificate of Completion Robert Obie Corley has successfully completed requirements for Adult and Pediatric First Aid/CPR/AED Date Completed: 12/22/2020 Validity Period: 2 - Years Conducted by: Nation's Best CPR To verify certificate, scan code or visit redcross.org/certificate and enter ID. Learn and be inspired at learning.rewards.org  00028M7	Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that KATHRYN HALVORSON has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00100.c Introduction to Incident Command System, ICS-100 Issued this 17th Day of January, 2021  0.2 IACET CEU Jeffrey D. Stern, Ph.D. Superintendent Emergency Management Institute Federal Emergency Management Agency
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that STACY THORNE has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00100.c Introduction to Incident Command System, ICS-100 Issued this 1st Day of July, 2019  0.2 IACET CEU Michael J. Sharon Deputy Superintendent Emergency Management Institute Federal Emergency Management Agency	Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that STACY THORNE has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00200.c Basic Incident Command System for Initial Response Issued this 20th Day of August, 2019  0.4 IACET CEU Michael J. Sharon Deputy Superintendent Emergency Management Institute Federal Emergency Management Agency
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that FRANCISCO J VIELMAS has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00100.c Introduction to Incident Command System, ICS-100 Issued this 19th Day of March, 2020  0.2 IACET CEU Michael J. Sharon Deputy Superintendent Emergency Management Institute Federal Emergency Management Agency	Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that FRANCISCO J VIELMAS has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00200.c Basic Incident Command System for Initial Response Issued this 30th Day of March, 2020  0.4 IACET CEU Michael J. Sharon Deputy Superintendent Emergency Management Institute Federal Emergency Management Agency

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Resumes of Key Personnel

Melanie Corley

1826 Honeysuckle Ln, Prosper, TX 75078
972-567-1489 | mkcorley@aftermathdisaster.com

Education

Juris Doctorate | 1997 | University of Texas at Austin
Bachelor of Business Administration | 1991 | University of Texas at Austin

Skills Profile

Organizational Leadership

Leads Aftermath Disaster Recovery, Inc. on a powerful growth trajectory that has nearly doubled revenue and capacity each year for the past five years.

Communication

Years of public speaking and conducting law enforcement training yields an effective communicator who uses that skill to ensure project needs are understood and delivered. Certified Texas mediator.

Financial Management and Reporting

Oversees the company's forecasting, budgeting, and account payables and receivables. Timely reporting means that projects are kept on budget and on time within contract guidelines.

Human Capital

Oversees the permanent labor force and the subcontractor vetting to ensure quality personnel is representing Aftermath Disaster Recovery with excellence

Compliance

Uses legal expertise and experience to know and implement the necessary compliance measures with FEMA, OSHA, USDOT, and other local, state, and federal regulations.

Disaster Recovery Experience

President | Aftermath Disaster Recovery | From 2013-Present

Role has involved serving as a liaison to clients, providing logistics coordination with field operations, contract negotiations, preparation of proposals, subcontractor

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coordination, and managing back office activities including accounts payable, accounts receivable, reporting and human resources.

- 2019 Orange County Drainage District- Adams Bayou waterway debris removal
- 2019 Spring Creek and Greens Bayou waterway debris removal
- 2019 Harris County ROW debris removal from TS Imelda
- 2019 Econfina Creek waterway debris removal from Hurricane Michael
- 2018 Lee County waterway debris removal from various waterways
- 2018 ROW clearing in Jackson County, FL following Hurricane Michael
- 2018 Harris County Flood Control District Buffalo Bayou and Cypress Creek waterway project
- 2017 ROW clearing in Katy, TX following Hurricane Harvey
- 2017 Texas Department of Transportation Harris County Maintenance waterway debris project
- 2017 Beaufort County, SC waterway debris removal
- 2017 St. John's River waterway debris removal
- 2016 ROW clearing in North Carolina and Florida following Hurricane Matthew
- 2016 Florida Fish & Wildlife artificial reef construction
- 2016 ROW clearing in Baton Rouge, LA from flooding
- 2016 ROW clearing in Houston, TX from flooding
- 2016 ROW clearing in Smith County, TX following tornadoes
- 2015 Waterway debris removal from tributaries in Livingston Parish
- 2015 Artificial reef construction in Apalachicola Bay
- 2015 Texas Department of Transportation waterway debris removal from San Jacinto River bridge
- 2015 ROW clearing from Baton Rouge, LA flooding
- 2015 ROW clearing from tornadoes across Tennessee
- 2014 Waterway debris removal from flooding in Baldwin County, AL
- 2014 Artificial reef construction in Apalachicola Bay, FL
- 2014 Edwin B Forsythe wildlife refuge marshland debris removal following Hurricane Sandy

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- 2013 Waterway debris removal in Cumberland County, NJ following Hurricane Sandy

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Robert Obie Corley

1826 Honeysuckle Ln, Prosper, TX 75078

972-567-1491 | obie@aftermathdisaster.com

Skills Profile

Obie has worked in the disaster relief industry for the past 15 years. He has managed over 40 disaster recovery projects that involved FEMA reimbursement including hurricanes, tornadoes, floods, ice storms, and wind storms. He has also executed several reef construction projects. Mr. Corley is an expert at debris removal from environmentally sensitive and logistically challenging areas.

Logistics

Leads Aftermath Disaster Recovery, Inc. in planning logistically challenging disaster relief efforts. Recognized for executing difficult projects where other contractors have previously failed. There is no project for which Obie cannot craft the most economically viable and logistically sound solutions.

Disaster Recovery Experience

Vice President | Aftermath Disaster Recovery | From 2013-Present

Role has involved serving as project manager, fleet development, providing oversight of field operations, construction meetings, crisis management, subcontractor management, and field supervision. Events have included: Hurricanes Harvey, Irma, Matthew, Isaac, Sandy, Michael and massive flooding events across the Gulf Coast.

- 2019 Orange County Drainage District- Adams Bayou waterway debris removal
- 2019 Spring Creek and Greens Bayou waterway debris removal
- 2019 Econfina Creek waterway debris removal
- 2018 Lee County waterway debris removal from 20 various waterways
- 2018 ROW clearing in Jackson County, FL following Hurricane Michael
- 2018 Harris County Flood Control District Buffalo Bayou and Cypress Creek waterway project
- 2017 ROW clearing in Katy, TX following Hurricane Harvey
- 2017 Texas Department of Transportation Harris County Maintenance waterway debris project
- 2017 Beaufort County, SC waterway debris removal
- 2017 St. John's River waterway debris removal

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- 2016 ROW clearing in North Carolina and Florida following Hurricane Matthew
- 2016 Florida Fish & Wildlife artificial reef construction
- 2016 ROW clearing in Baton Rouge, LA from flooding
- 2016 ROW clearing in Houston, TX from flooding
- 2016 Texas Department of Transportation waterway debris removal from San Jacinto River bridge
- 2016 ROW clearing in Smith County, TX following tornadoes
- 2015 Waterway debris removal from tributaries in Livingston Parish
- 2015 Artificial reef construction in Apalachicola Bay
- 2015 Texas Department of Transportation waterway debris removal from San Jacinto River bridge
- 2015 ROW clearing from Baton Rouge, LA flooding
- 2015 ROW clearing from tornadoes across Tennessee
- 2014 Waterway debris removal from flooding in Baldwin County, AL
- 2014 Artificial reef construction in Apalachicola Bay, FL
- 2014 Edwin B Forsythe wildlife refuge marshland debris removal following Hurricane Sandy
- 2013 Waterway debris removal in Cumberland County, NJ following Hurricane Sandy

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Damian V. Sazama

Skills Profile

Damian has worked in the disaster relief industry for the past 6 years. He has managed several disaster recovery projects that involved FEMA reimbursement. His history in the US Navy gives him attention to detail and effective communication skills in serving our clients.

Project management

Serves Aftermath Disaster Recovery, Inc. as an effective project manager who listens to our clients' needs and executes our projects to their specifications. Damian is an excellent communicator whose winsome personality helps balance all the various stakeholders' interests in our disaster recovery efforts.

Service

- US Navy radioman with top security clearance; supported air, land and sea missions within the Sixth Fleet
- Radioman, cryptology, communications, petty officer
- US Coast Guard certified boat captain
- Red Cross disaster team

Experience

Project Manager | Aftermath Disaster Recovery | From 2018-Present

With over a decade of consulting and management experience, Damian Sazama is an experienced supervisor and field manager capable of concurrently supervising multiple crews. His broad experience, commitment to quality and safety, technical expertise, and leadership skills make Mr. Sazama a highly valuable asset to our supervisory team.

- Lee County Debris Removal Project from 20 various waterways. Mr. Sazama managed stakeholder relationships by interfacing with homeowners, homeowners' associations, county leadership, and crews in executing a logistically challenging project. Because this project spanned so many waterways, Mr. Sazama scheduled crew assignments and vessel mobilization/demobilization in order to execute this project in an efficient and effective plan. He maintained excellent relationships with the citizens of the County as well as the county's staff and our company crews and subcontractors.
- Econfinia Creek Debris Removal Project. Mr. Sazama managed the water-based crews to ensure all project specifications were being executed. His experience on vessels and communicating with crews makes him an effective leader in the execution of our projects.

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- Hurricane Irma consultant for Tag Grinding in Lee County, FL. Mr. Sazama managed multiple contractors in the wake of Hurricane Irma. He provided project management for right of way, canal, and vacant lot debris removal. Acted as a point of contact between prime contractor and city management.



Tab B: Experience

Current Contracts

Aftermath's other contractual obligations and existing disaster related pre-event contracts include

<i>Customer</i>	<i>Location</i>	<i>Type of Work</i>
<i>Harris County Flood Control,</i>	Texas	Waterways
<i>Lee County</i>	Florida	Waterways
<i>East Jefferson Drainage District</i>	Texas	Waterways
<i>Brazoria County</i>	Texas	Secondary
<i>Village of Royal Palm Beach</i>	Florida	Debris Removal

Project Completion

Aftermath Disaster Recovery has never failed to complete a project nor have we defaulted on a project. We have never failed to meet a mobilization time deadline. We have also met all completion deadlines. The City of Ormond Beach would be our highest priority in an event that struck this particular geography.

Past Experience

Since its founding, Aftermath has supported our clients recover from events of all sizes. Our breadth of experience has allowed us to support our clients on many of the largest disasters in recent history, as evidenced by Aftermath's involvement in the cleanup efforts of every major hurricane since Hurricane Charlie in 2004. From cleaning up after hurricanes to helping communities recover from ice storms, our team is prepared to assist Ormond Beach after any event.

As you can see from our example projects below, Aftermath's expertise spans many different types of projects. The very nature of this Pre-Event contract implies that we do not know what type of event may hit Ormond Beach's community. Fortunately for Ormond Beach, our specialty is listening to your needs, and then using our specific skills and experience to serve you. Because we perform our own work in addition to managing projects, we have hands-on knowledge about how to most effectively execute operations. We strive to serve our clients and help them meet their project goals. For example, if Ormond Beach is seeking FEMA reimbursement for an event, we have the experience to advise you on how to obtain maximum reimbursement.

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In short, Aftermath's extensive experience working on projects both large and small with a hands-on approach means you can trust that we will be ready to help you recover the minute disaster strikes.

Tab B: Experience

Aftermath Disaster Recovery

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Work Experience

Agency	State	Event	Description of project	Start Date End Date	Final Project Cost	Project Details	Point of Contact	Phone Number	Email
Dog Island Conservation District	FL	Hurricane Michael	Prime contractor for the Dog Island Conservation District's beach debris removal and sea oat planting project. The project was funded by the NOAA and the National Fish and Wildlife Foundation.	2/23/2021 3/8/2021	\$399,000	2,100 CY	Dr. William Stone	(850) 933-2342	williamstone1048@gmail.com
Oklahoma-various	OK	Early ice storm	Right of way debris removal and hauling in various locations across various Oklahoma towns and counties due to early ice storms.	11/4/2020 2/8/2020	\$568,375	113,675 CY	John Longton	(580) 264-6028	greenbeltturf@yahoo.com
Escambia County BKW	FL	Hurricane Sally	Hurricane Sally right of way debris removal and hauling of vegetative and C&D debris from across the county.	10/1/2020 11/30/2020	\$628,006	125,600 CY	Bill Webb	(865) 207-3494	bill@bkw-inc.com
City of Boulder Custom Tree Care	CO	Early ice storm	Right of way debris removal and hauling in various locations across the city due to early ice storms.	9/16/2020 11/20/2020	\$385,500	57,746 CY	Jeremy Britton	(256) 749-4886	jbritton@customtreecare.com
Brazoria County	TX	Hurricane Harvey	Prime Contractor for HUD CDBG-DR/TXGLO funded storm debris removal, hauling, reduction, and site management for Oyster Creek Desnagging project.	4/6/2020 7/31/2020	\$4,314,248	74,569 CY 46 miles	Clay Forrister	(979) 864-1267	ClayF@brazoria-county.com
Orange County Drainage District	TX	Hurricane Harvey	Prime Contractor for NRCS funded cleanup of storm debris by the removal, hauling, and disposal of trees, logs, stumps, brush, tops, blockages, rubbish generated from Cow Bayou.	10/22/2019 11/21/2019	\$548,000	46,464 LF	Austin Barrow	(409) 745-3225	abarrow@orangeco- countydrainage.com
Orange County Drainage District	TX	Hurricane Harvey	Prime contractor for NRCS funded cleanup of storm debris by the removal of trees, logs, stumps, brush, tops, blockages, rubbish generated from Adams Bayou.	7/22/2019 9/12/2019	\$547,400	42,768 LF	Austin Barrow	(409) 745-3225	abarrow@orangeco- countydrainage.com
Harris County Flood Control District	TX	Hurricane Harvey	Cleanup of storm debris by the removal, hauling, and disposing of trees, logs, stumps, brush, tops, blockages, rubbish generated from Greens Bayou and Spring Creek.	7/21/2019 8/22/2019	\$680,000	11,681 CY	Jeff Jowell	(832) 347-4856	jeff.jowell@hcfcd.org

Tab B: Experience

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Harris County - Ceres	TX	Tropical Storm Imelda	FEMA reimbursed right of way vegetative and C&D debris removal in Harris County, TX.	9/23/2019 10/11/2019	\$248,000	daily rate	Patricia Macey	(281) 729-2305	patricia.macey@ceresenv.com
Agency	State	Event	Description of project	Start Date End Date	Final Project Cost	Project Details	Point of Contact	Phone Number	Email
Northwest Florida Water Management District-Ashbritt	FL	Hurricane Michael	FEMA reimbursed cleanup of storm debris by the removal, hauling, and disposing of trees, logs, stumps, brush, tops, blockages, rubbish generated from the Econfina Creek.	2/24/2019 3/29/2019	\$943,116	15,719 CY	Sean Creel	(850) 867-3205	sean.creel@nwfwater.com
Lee County-East Mulloch Drainage District	FL	Hurricane Irma	Prime contractor for the FEMA reimbursed cleanup of storm debris by the removal, hauling, and final disposal of trees, logs, stumps, brush, tops, blockages, rubbish generated from EMDD and Lee County DOT canals. Coordinated with all community and project stakeholders	10/29/2018 1/17/2019	\$829,680	27,656 LF	Phil Gillogly	(239) 850-2636	pgillogly@leegov.com
Jackson County-Ceres	FL	Hurricane Michael	FEMA reimbursed right of way vegetative and C&D debris removal from Jackson County, FL.	10/28/2018 2/2/2019	\$397,347	66,225 CY	Stanley Bloodworth	(601) 529-4805	stanley.bloodworth@ceresenv.com
Harris County Flood Control District	TX	Hurricane Harvey	Prime contractor for the FEMA reimbursed cleanup of storm debris by the removal, hauling, and disposing of trees, logs, stumps, brush, tops, blockages, rubbish generated from Buffalo Bayou and Cyress Creek. Handled permitting, management, and closure of temporary debris reduction sites, reduction of vegetation by grinding, and hauling to final disposal.	2/23/2018 11/1/2018	\$3,918,690	17,270 tons/ 120,891 CY 32 miles	Jeff Jowell	(832) 347-4856	jeff.jowell@hcfcd.org
City of Katy - Ceres	TX	Hurricane Harvey	FEMA reimbursed right of way vegetative and C&D debris removal from Katy, TX.	8/28/2017 10/30/2017	\$36,675	6,620 CY	Stanley Bloodworth	(601) 529-4805	stanley.bloodworth@ceresenv.com
Texas DOT-Harris County Maintenance Division	TX	Hurricane Harvey	Prime contractor for waterborne debris removal, hauling, and final disposal of storm debris from the San Jacinto river.	8/28/2017 10/30/2017	\$661,024	14,004 CY	Jimmy Higginson	(713) 448-0517	jimmy.higginson@txdot.gov

Tab B: Experience

Aftermath Disaster Recovery

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Agency	State	Event	Description of project	Start Date End Date	Final Project Cost	Project Details	Point of Contact	Phone Number	Email
Village of Wellington-Tag Grinding Svcs	FL	Hurricane Irma	Right of way vegetative and C&D debris removal from Wellington, FL.	9/15/2017 10/15/2017	\$244,423	42,475 CY	Jerry Brooks	(256) 786-9673	faith@taggrinding.com
City of Apopka-Crowder Gulf	FL	Hurricane Irma	Right of way vegetative and C&D debris removal as well as leaner and hanger removal from Apopka, FL.	10/15/2017 10/30/2017	\$199,329	36,241 CY	Eric Hall	(251) 459-7430	ehall@crowdergulf.com
Beaufort County-Ashbritt	SC	Hurricane Matthew	Cleanup of storm debris from county waterways by the removal, hauling, and disposing of trees, logs, stumps, brush, tops, blockages, and rubbish.	4/15/2017 5/15/2017	\$990,267	7,335 CY	Dan Strode	(954) 725-6992	dstrode@ashbritt.com
St. John's River-Crowder Gulf	FL	Hurricane Matthew	Cleanup of storm debris from the St. John's River by the removal, hauling, and disposing of trees, logs, stumps, brush, tops, blockages, and rubbish.	2/1/2017 3/31/2017	\$1,601,757	17,797 CY	Eric Hall	(251) 459-7430	ehall@crowdergulf.com
Dare County, NC Tag Grinding Svcs	NC	Hurricane Matthew	Right of way vegetative and C&D debris removal from Dare County, NC.	11/27/2016 12/9/2016	\$83,536	11,977 CY	Jerry Brooks	(256) 786-9673	faith@taggrinding.com
Putnam County, FL-Tag Grinding Svcs	FL	Hurricane Matthew	Right of way vegetative and C&D debris removal from Putnam County, FL.	12/13/2016 1/7/2017	\$140,790	24,485 CY	Jerry Brooks	(256) 786-9673	faith@taggrinding.com
Florida Fish & Wildlife-St. Andrews Bay	FL	not storm related	Constructed 47 artificial reefs measuring 15x150x3 to serve as wave breaks in order to restore sea grass habitat on the west end of St. Andrews Bay, FL.	10/1/2016 11/15/2016	\$110,000	planted 4,000 CY of cultch	Katie Konchar	(850) 617-9506	katie.konchar@myfwc.com
Baton Rouge-DRC	LA	floods	Right of way vegetative and C&D debris removal from Baton Rouge, LA.	9/3/2016 10/31/2016	\$162,104	30,877 CY	Glen Nelson	(504) 214-2892	nelsonbros@cox.net

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Agency	State	Event	Description of project	Start Date End Date	Final Project Cost	Project Details	Point of Contact	Phone Number	Email
Houston floods- DRC	TX	floods	Right of way vegetative and C&D debris removal from Houston and Harris County flooding.	6/1/2016 8/30/2016	\$136,500	26,080 CY	Glen Nelson	(504) 214-2892	nelsonbros@cox.net
Texas DOT- Harris County Maintenance Division	TX	maintenance contract	Waterborne debris and driftwood collection, removal, and hauling to final disposal from the San Jacinto River	5/9/2016 5/27/2016	\$256,500	6,840 CY	Alan Moreau, Jr.	(281) 319-6450	alan.moreau@txdot.gov
Texas DOT- Harris County Maintenance Division	TX	maintenance contract	Waterborne debris and driftwood collection, removal, and hauling to final disposal from the San Jacinto River	6/17/2016 6/30/2016	\$262,732	7,007 CY	Alan Moreau, Jr.	(281) 319-6450	alan.moreau@txdot.gov
Smith County - DRC	TX	tornadoes	Right of way vegetative debris removal from Smith County resulting from tornado	4/1/2016 6/15/2016	\$56,287	10,234 CY	Glen Nelson	(504) 214-2892	nelsonbros@cox.net
Livingston Parish- Ceres	LA	Hurricane Isaac	Removal of more than 7,000 CY of waterborne debris from various tributaries in Livingston Parish	11/8/2015 12/8/2015	\$220,440	7,601	Stanley Bloodworth	(601) 529-4805	stanley.bloodworth@ceresenv.com
FL Dept of Aquaculture	FL	reef construction	Planted 90,858,400 lbs of oyster cultch material rebuilding oyster reefs in Apalachicola Bay	6/28/2015 10/28/2015	\$908,584	90M lbs	Joe Shields	(850) 653-8317	Joseph.shieldsIII@freshfromflorida.com
Texas DOT- Harris County Maintenance Division	TX	maintenance contract	Waterborne debris and driftwood collection, removal, and hauling to final disposal from the San Jacinto River	6/14/2015 7/18/2015	\$281,291	7,153	Alan Moreau, Jr.	(281) 319-6450	alan.moreau@txdot.gov
Multi-area debris removal	TN, LA	tornadoes	Right of way debris removal following swath of tornadoes across multiple states	1/4/2015 6/27/2015	\$231,400	46,200 CY			
Baldwin County	AL	floods	Waterborne debris and driftwood collection, removal, and hauling to final disposal from various waterways in Baldwin Co	9/1/2014 11/7/2014	\$143,000	2,200 CY			

Tab B: Experience

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Agency	State	Event	Description of project	Start Date End Date	Final Project Cost	Project Details	Point of Contact	Phone Number	Email
FL Dept of Aquaculture	FL	reef construction	Planted oyster cultch material rebuilding oyster reefs in Apalachicola Bay	5/1/2014 8/1/2014	over 2 seasons	over 2 seasons	Joe Shields	(850) 653-8317	Joseph.shieldsIII@freshfromflorida.com
US Fish & Wildlife- Coastal Environmental	NJ	Hurricane Sandy	Marshland debris removal and restoration at the Edwin B Forsythe Wildlife Refuge	10/8/2013 4/1/2014	\$320,120	95,000 tons	Mike Durfee	(413) 253-8569	mike_durfee@fws.gov
Toms River NJ	NJ	Hurricane Sandy	Waterway debris removal from Cape May, Cumberland, and Salem County NJ following Hurricane Sandy	3/7/2013 6/29/2013					

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References

Project Experience #1			
Agency	Event	Term	Amount
Harris County Flood Control District, TX	Hurricane Harvey	02/23/2018 – 11/01/2018	\$3,918,690
Description of Project: Prime contractor for the FEMA reimbursed cleanup of storm debris by the removal, hauling, and disposing of trees, logs, stumps, brush, tops, blockages, rubbish generated from Buffalo Bayou and Cyress Creek. Handled permitting, management, and closure of temporary debris reduction sites, reduction of vegetation by grinding, and hauling to final disposal.			
Contact Person:		Jeff Jowell	
Contact Phone:		(832) 347-4856	
Contact Email:		jeff.jowell@hcfcd.org	

Project Experience #2			
Agency	Event	Term	Amount
Brazoria County	Hurricane Harvey	03/23/2020 – 07/31/2020	\$4,314,246
Description of Project: Prime contractor for debris removal, DMS service, hauling and reduction of storm debris. Aftermath recovered and removed 74,569 CY of debris.			
Contact Person:		Clay Forister, PE, Project manager	
Contact Phone:		979-864-1267	

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Contact Email:	clayf@brazoria-county.com
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Project Experience #3			
Agency	Event	Term	Amount
Lee County, FL-- East Mulloch Drainage District	Hurricane Irma	10/1/2018 – 01/15/2019	\$829,000
Description of Project: Prime contractor for the FEMA reimbursed cleanup of storm debris by the removal, hauling, and final disposal of trees, logs, stumps, brush, tops, blockages, rubbish generated from EMDD and Lee County DOT canals. Coordinated with all community and project stakeholders			
Contact Person:		Phil Gillogly	
Contact Phone:		(239) 850-2636	
Contact Email:		pgillogly@leegov.com	

Project Experience #4			
Agency	Event	Term	Amount
Orange County Drainage District	Hurricane Harvey	10/22/2019 – 11/21/2019	\$1,200,000
Description of Project: Prime Contractor for NRCS funded cleanup of storm debris by the removal, hauling, and disposal of trees, logs, stumps, brush, tops, blockages, rubbish generated from Cow Bayou.			
Contact Person:		Austin Barrow	
Contact Phone:		(409) 745-3225	

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Contact Email:	abarrow@orangecountydrainage.com
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Project Experience #5			
Agency	Event	Term	Amount
Dog Island Conservation District	Hurricane Michael	02/23/2021 - 03/08/2021	\$399,000
Description of Project: Prime contractor for the Dog Island Conservation District's beach debris removal and sea oat planting project. The project was funded by the NOAA and the National Fish and Wildlife Foundation.			
Contact Person:		Dr. William Stone	
Contact Phone:		(850) 933-2342	
Contact Email:		williamstone1048@gmail.com	

"Please thank your team for the professionalism they showed while working on our property. It is rare that I have a team working on our property that I do not receive some sort of negative comment from a resident ie, trash left behind, loud music, bad language, or something. Your men were professional and respected our residents as well as our property."

Clarice C., CAM
Tropicana Co-Op, Inc.

Financial Statement

Aftermath Disaster Recovery is prepared to submit a financial statement upon request.

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Project Approach and Methodology

As your partner in planning for a major event, Aftermath studies your current debris management plan if one is in place; otherwise, we will assist in the creation of a debris management plan. This process involves developing and/or reviewing sector maps of the city and identifying immediate needs facilities including schools, hospitals, distribution centers, and government buildings. We also identify all potential debris and equipment staging sites according to the information the city provides. Routes are then identified and numbered according to your priorities so that we know in advance how we will deploy the rapid response push-crews. Once our review is complete, we discuss our findings with the city to make sure we have accurately captured your priorities into our planning. If an event becomes possible, we employ the following protocol:

72 Hours until possible landfall

- Vice President of Operations monitors and tracks hurricanes and other weather events through weather channels, the National Hurricane Center, Office of the Governor, and other weather-related websites. Our team is updated every few hours on the status of any event.
- We communicate with the city to verify our primary, secondary, and 24-hour emergency contact numbers for our designated personnel.
- Location of all equipment is assessed to ensure the ability to respond as quickly as possible. We have staging sites in strategic locations throughout the Gulf Coast. We have an equipment staging site in Hastings, FL.
- Equipment haul routes are identified and any necessary travel permits are identified.

48 Hours until possible landfall

- Vice President of Operations continues to monitor and track the weather events through weather channels, the National Hurricane Center, Office of the Governor, and other weather-related websites. Our team is updated every few hours on the status of the event.
- Depending upon the strength, size and track of a storm, the appropriate staging location will be chosen to ensure equipment is not impacted by the storm, but is convenient for rapid deployment.
- Assets will include emergency road-clearing equipment, loading and hauling equipment, mobile campers or temporary housing units.
- If government officials choose to stay in place, our project manager would be deployed to the location to ride out the storm to assist in immediate assessments following the event.

24 Hours until possible landfall

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- Vice President of Operations continues to monitor and track the weather events through weather channels, the National Hurricane Center, Office of the Governor, and other weather-related websites. Our team is updated every few hours on the status of the event.
- All necessary travel permits would be acquired.
- All equipment units and personnel are staged ready for deployment.

Immediately Post-landfall

- Once we have a Notice to Proceed, our Project Manager will begin assessments and estimating debris volume with the City's representative.
- Debris estimates will dictate equipment and personnel requirements.
- The team will identify priorities according to the pre-event planning previously conducted incorporating the current health and safety issues, and environmental issues.
- The equipment staging site is designated.
- All equipment and personnel is deployed to begin operations.

Operations and Method

With Aftermath's proven processes and well-organized approach, The City of Ormond Beach can trust us to handle all aspects of disaster-related debris clean up and removal while complying with all local and federal laws and regulations.

In the middle of a chaotic situation, we bring organization and peace of mind with our approach. First, you will be assigned a Project Manager (PM) who is dedicated exclusively to your project and is only a phone call away throughout the project. This manager will oversee the entire project and be your main point of contact for the duration of the contract.

Once the Project Manager is assigned, we will work through our methodology, as described below.

Methodology

From the preliminary assessment of the disaster site to closeout of the project, we follow 7 standard steps to ensure compliance, safety, and efficiency for Ormond Beach:

7 Steps for Success

1. Damage Assessment & Planning
2. Prioritize Emergency Road Clearance
3. Zone Designations
4. Debris Removal
5. Debris Transferred to TDRS
6. Zone Completion
7. Site Closure

Step 1: Perform a Damage Assessment and Create Project Plan

The first step before any clean up can commence is to do a preliminary damage assessment. The damage assessment provides guidance on the estimated debris volumes, number of units required for operations, and the methodology for debris removal including the number of units per zone, temporary staging sites, and final disposal site "Tomoka Farms Road Landfill" or other designated final disposal site. This assessment also identifies the hardest hit areas and the highest priority zones to ensure the most critical areas receive attention first.

Our debris cleanup and disposal plan is created to maximize efficiency and safety while being as minimally intrusive to Ormond Beach residents as possible.

Step 2: Prioritize Emergency Road Clearance

One of our first cleanup tasks is to ensure critical roadways in the area are cleared to allow safe travel for emergency vehicles, debris-removal equipment and trucks, and your residents. Our goal is to remove debris from roadways so they are passable as quickly as possible after the event. The timeline for this will be outlined in our project plan so you can keep the Ormond Beach community and businesses informed.

Step 3: Zone Designations

The affected area will be divided into separate zones. The completion of individual zones within the area is dependent on many factors including the amount of debris, the size and type of the roadways, height and location of powerlines, traffic patterns, and distance to disposal sites; given the various factors, Aftermath will provide an approximate date for completion of the cleanup in each zone. Our experience performing the work enables us to accurately estimate the time to complete a zone given the amount of debris in a zone, the number of units assigned to that zone, and the capacity of those units. Completion will be confirmed by a written release before crews begin work on the next zone.

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Step 4: Remove Debris from Disaster Site

Once Ormond Beach deems the emergency push phase complete, we will begin removing debris from the disaster-affected area. To comply with FEMA and environmental regulations, all debris will be sorted on-site into dedicated vehicles or vessels and made safe for transport. As part of this process, trucks are measured to determine debris removal capacity and a placard is placed on the truck once reviewed. All debris removal trucks are given load tickets upon pickup to be turned in at the drop off location in order to track the amount and location of debris they remove throughout the project.

The debris removal step may include separation of:

- ROW vegetative debris,
- construction and demolition materials,
- hazardous waste (household, white goods, and e-waste),
- putrescent debris,
- sand, soil, and sediment, and
- on-site vehicles and vessels.

AFTERMATH DISASTER RECOVERY, INC. DEBRIS LOAD TICKET			
Client Name:		Disaster No:	Ticket Number:
Truck Company Name:			
Truck Driver Name:			
Loading Date:		Loading Time:	
Loading Location (Street Address):		Loading Zone:	
DEBRIS QUANTITY			
Truck No.:	Measured CY Capacity:	% Full:	Actual CY Load:
Monitor Name:		Tons:	
DEBRIS Classification		Stump Classification ROW (Public property)	
	Vegetative	Small (24"-36" diameter)	
	C + D	Medium (37"-48" diameter)	
	White Goods	Large (48" or greater diameter)	
	Other (state type)		
Dumping Date:		Dumping Time:	
Reduction/Disposal Dumping Location:			
ADR Representative:		Client Representative:	
State Inspector (if applicable):		Federal Inspector (if applicable):	

Load Ticket Template

Aftermath takes special care to ensure that all debris transported from the disaster site is contained to prevent leaking or spilling during transport. All debris disposal contractors are specially trained in the safe collection and transportation of these materials.

Debris Definition and Collection

For the safety of the Ormond Beach community, our staff, and assigned contractors, all debris removal is in compliance with FEMA regulations. Work will include all costs to safely remove, transport, and dispose of eligible debris and comply with all required laws and regulations.

Debris collection may include:

ROW Vegetative Debris

(Includes whole trees, stumps, and branches; shrubs; and other leafy material)

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We will work closely with Ormond Beach or a monitoring firm to identify eligible debris prior to removal. Downed vegetation will be cleared from the rights-of-way using grapple trucks and skid steers. We will also ensure that no vegetative debris is left on road surfaces, utilizing a “clean as you go” approach.

Hazardous Tree Limb Removal

If the disaster resulted in only partial damage to trees, damaged and hanging limbs may be removed if they meet a specific set of criteria that may include:

- a limb larger than two inches in diameter,
- posing a threat in a public use area, or
- being located on public property.

Hazardous Trees and Stumps

Damaged trees in the designated area of Ormond Beach will be cut flush to ground level when they pose an immediate threat to lives or public health, are on improved property, are six inches in diameter, and at least one of the following:

- leaning more than 30 degrees,
- has fallen or become uprooted within a public use area,
- over half the tree crown is damaged, or
- the tree trunk is split or broken branches expose heartwood.

For tree stumps, Ormond Beach will measure and certify any stumps to be removed by Aftermath if:

- at least half of the root ball is exposed,
- the stump is 24 inches or more in diameter,
- the stump is on improved public property or a public right-of-way, or
- poses a health or safety risk.

Construction and Demolition Debris

All construction and demolition debris will be identified and marked for disposal, reduction, or recycling, including lumber and wood, gypsum and wallboard, glass, metal, roofing materials, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully-cured asphalt, equipment, furnishings, and fixtures.

Hazardous Waste

Special care and attention will be taken when removing hazardous or potentially hazardous materials from disaster sites at Ormond Beach. Aftermath and its contractors strictly follow all environmental and safety guidelines to keep site personnel and the public safe during removal, transport and disposal of these materials. Eligible debris will be sorted into the following categories:

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- Household hazardous waste that is classified as being corrosive, toxic, ignitable, or reactive (e.g.: motor oils, batteries, cleaning solutions, chemicals, unidentified liquids, paints, light bulbs)
- White goods (e.g.: destroyed or discarded household appliances)
- Electronic waste (e.g.: including computers, TVs, monitors ... etc.)

Putrescent Debris

If the disaster site resulted or uncovered any putrescent or rotting debris, it will be removed and disposed of in accordance with all federal, state, and local regulations. This includes animal carcasses and other fleshy organic matter.

ROW Sand, Soil, and Sediment

If the situation requires the removal of contaminated or unsafe sand, soil, or sediment it can be removed to the designated depth by Aftermath. This includes removal from Ormond Beach streets, sidewalks, storm and sanitary sewers, water treatment facilities, drainage canals and basins, parks, and public swimming pools.

On-site Vehicles and Vessels

Vehicles and vessels will be removed from the site if they present a hazard or threat at the entrance and exit in a public area or if it has been abandoned.

Step 5: Transportation of debris to the designated Temporary Debris Reduction Site (TDRS)

All debris collected from the Ormond Beach's site will be taken to a TDRS before being transported to its final destination. This site has strict perimeter controls to maintain the safety of the contractors and the general public. At this location, the debris is further sorted, compacted where appropriate, and loaded onto transport vehicles to be delivered to designated Final Disposal Sites as required by law.

Step 6: Zone Completion

Once the debris removal crew indicates that a zone is complete, the Project Manager, a Ormond Beach City Debris Manager or representative, and the monitoring company will all verify that the debris removal is complete. Completion will be confirmed by a written release before crews begin work on the next zone.

Step 7: Site Closure

When all clean up and debris removal have been completed, the site will be shut down and all equipment, storage tanks, and other temporary structures will be removed. Aftermath will return Ormond Beach's site to its original condition prior to the damage, including analyzing site samples to ensure they meet EPA guidelines.

The final step occurs when Aftermath provides Ormond Beach with written notification of the site closure, including all site records for the project.

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Daily Standard Workflows

To maintain a high standard of operational procedures, daily checklists and workflows will be followed during the project. These may include:

- **Start-of-day workflows** - Safety meetings are conducted each morning. Work assignments for each crew are reviewed by your Project Manager. Crews then ensure they have all the necessary equipment to complete their assignments. The team also reviews any safety procedures or concerns before starting work for the day.
- **During-the-day workflows** - Each team proceeds to perform their assigned tasks. Load tickets are provided for every load that leaves the site to ensure the chain of custody.
- **End-of-day workflows** - All equipment is secured and shut down. If any issues or concerns arose during the day they are discussed as a team. The Project Manager collects daily load tickets and they are entered into a database to ensure timely record keeping. Each crew ensures that necessary fuel and supplies are ready for the next day.

At the end of each day, your Project Manager will provide Ormond Beach and the Debris Manager a daily report summarizing the activities and progress from the day.

Aftermath's frequent communication, streamlined process, and ability to tailor our approach based on unique needs are why our clients consistently choose us. Our process places Ormond Beach at the center of our work, and everyone on our team aims to serve your goals and needs. We are happy to adjust our process as you need to ensure Ormond Beach is able to make a fast recovery after any event.

Data Management and Invoicing

The documentation for the entire cleanup and restoration needs to be meticulous so Ormond Beach can receive all eligible funding for reimbursement. Aftermath will:

- Provide tickets for every load hauled to the Debris Management Site at the inspection site
- Ensure that the driver, Ormond Beach, and monitoring firm (if used) receive copies of every load ticket
- Collect the tickets each day for the Project Manager to track on a spreadsheet and reconcile data daily

Data Management

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Mobilization and Demobilization

Ormond Beach's goal is to see your community restored as quickly as possible following a disaster. Our responsiveness helps you achieve this. For example, Aftermath's Project Manager designated to Ormond Beach will begin mobilizing a team within 2 hours of your call with the objective to have equipment staged in less than 12 hours. Our job is to get your cleanup efforts started fast and efficiently while adhering to all local, federal, and environmental laws and regulations.

Mobilization, clean up, and demobilization will occur with as minimal disruption to the public as possible.

Mobilization Process

First, Aftermath will deploy the project manager and begin mobilization of truck drivers, equipment operators, cut crews, push crews, and support personnel as the project requires so they begin staging on-site within 12 hours. Then the Project Manager will coordinate with Ormond Beach to create a plan for debris removal and be your on-ground contact until demobilization is completed.

Demobilization Process

After TDSR closeout procedures have been completed and approved, the Project Manager will begin demobilization to remove all equipment from the area. This process is often completed within 36 hours, including the delivery of all final project reports and documentation.

Unforeseen Damages and Resolution

While our team always takes great care in our work, we recognize that issues may arise. Should any incidental damages occur by the debris removal crews during the project, the site Project Manager will take the lead to make it right. Aftermath is confident in solving most issues within hours or days, but when resolution cannot be reached, the Project Manager will notify our general liability insurance company immediately. To date, Aftermath has completed every citizen issue to full satisfaction, and we can provide homeowner association referrals that demonstrate the care we take in ensuring neighborhoods are cared for and any citizen concerns are resolved immediately.

Safety

Safety Information

Our safety record reflects a commitment to the safety of our crews while being in a high-risk industry. We are in a position where we perform virtually all our own work as opposed to subcontracting our labor out which makes our exposure greater. Because the actual

**Fast
Responsiveness**

Team Mobilization within 2
hours

Equipment staged in less
than 12 hours

the-

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work being performed is covered by our insurance, we have an incentive to ensure a safe work environment and culture. Our safety manual is available for review upon request. Melanie Corley at 972-567-1489 is responsible for the safety program at Aftermath.

	2014	2015	2016	2017	2018
Total Recordable Incidents	0	0	0	1	1
Total Lost Workdays	0	0	0	30	144
Total Incidents involving a fatality	0	0	0	0	0
Citations/Violations	0	0	0	0	0
Maritime claims asserted	0	0	0	0	0
General Liability claims asserted	0	0	0	0	0

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Temporary Debris Reduction Site (TDRS) Management

When disaster strikes, the best way for a speedy recovery is to follow a proven process that works. That's why Aftermath has a comprehensive plan to manage the collection and disposal of debris and contaminated materials safely and efficiently through a designated TDRS. We do this by thoroughly planning out the site and running an efficient staging, reduction (if applicable), and removal process.

TDRS Planning & Management

Site Establishment

Before any work begins, Aftermath first assists Ormond Beach in determining the best TDRS locations from all available options. Once the site(s) is identified, photographs and videos are taken to record site conditions prior to usage. Soil samples may also be collected to establish the soil conditions.

Perimeter controls

Responsible disaster debris clean up requires the strictest perimeter controls to prevent waste and contaminants at the TDRS from entering the surrounding environment or community. Depending on the location of the TDRS and the nature of the debris, one or more perimeter controls will be used:

- Stormwater controls (e.g.: curbs, berms, hay bales, silt fences)
- Wind controls (e.g.: slatted fencing, tarping, or appropriate covers)
- Preventative spill measures (e.g.: oil booms or filter fabric inlet protection)

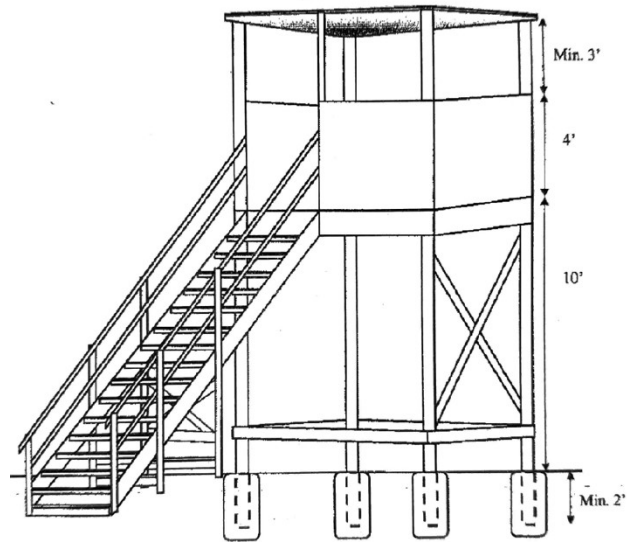
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- Preventative tracking measures (e.g.: gravel, quarry blend, or rumble strips at exits)

Aftermath is so confident in our perimeter controls, that in the unlikely event a spill or leak occurs, we will take immediate action to get the leak under control, report the incident to local authorities, and pay all cleanup costs associated with the spill.

Inspection Towers

To provide a safe location for monitors to inspect truck loads, Aftermath will construct at least one OSHA- and FEMA-compliant inspection tower or adequate scissor lift. The tower will safely fit at least three individuals at a time with 64 square feet of usable floor area.



Example Inspection Tower Drawing

On-site Personnel

To oversee the safety and compliance, Aftermath ensures the following staff are on all TDRS sites:

- **TDRS Foreman:** responsible for monitoring and documenting equipment and labor time.
- **TDRS Safety Manager:** responsible for traffic control and ensuring site operations remain compliant with state and federal Occupational Safety and Health (OSHA), FEMA, and environmental regulations
- **TDRS Site Manager:** oversees debris removal contractors and on-site debris processing contractors to ensure they are compliant with their contract.

TDRS Operations

Debris Staging → Debris Reduction → Final Disposal

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Debris Staging

Once the TDRS site begins operating, debris from nearby areas is brought on-site to this central location. The debris is then staged according to its classification, such as vegetative debris, C&D, and household waste. Each TDRS site is monitored to ensure debris is separated into its appropriate classification prior to removal.

Debris Reduction

In some cases, the TDRS becomes overrun with debris before it is time to haul the debris to final disposal. In these situations, Aftermath can perform reduction activities, such as grinding vegetative waste to mulch or incineration. As part of establishing the TDRS, we will work with Ormond Beach to determine if reduction will be needed for the specific project.

Hauling Debris to Final Disposal

The staged debris will be hauled to final disposal at the designated location. To measure and control debris removal, when debris is moved from the temporary debris site to final disposal a load ticket is issued from the monitor. The load is then driven directly to the Final Disposal Site to dispose of the debris in accordance with all federal, state, and local rules and regulations.

TDRS Breakdown

Site Remediation

When the site is no longer needed, it will be closed once all temporary structures, materials, and waste have been removed from the premise. Aftermath will return the site to its original condition prior to the project, including analyzing site samples to ensure they meet EPA guidelines.

For your convenience, Aftermath will provide written notification of the site closure, including all chain of custody records for the project.

Documenting and Resolving Damages

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Aftermath is dedicated to full transparency during the entire project. While our processes are clearly defined and our team takes special care when on-site, the unpredictability of disaster debris removal sometimes results in incidental damages. In the event that any incidental damages occur, your Project Manager will personally field all complaints to address 100% of community concerns.

**Damage
Resolution****100%**

of customer complaints
fielded by your Project
Manager

To expedite solutions, we aim to resolve all matters typically in one day, but certainly within no more than a few days. If resolutions cannot be reached in this timeframe, the matter will be escalated to Aftermath's general liability carrier immediately.

We take resolving issues seriously, and that's why each step of our process is documented on our tracking form from inception to resolution, ensuring each complaint is adequately addressed. Because our job is to serve Ormond Beach and the community, we believe that how we handle issues is a direct reflection on our commitment to serve, and we always work to find a speedy resolution.



Tab C: Investment Approach

Equipment List

Vehicles and Equipment

Aftermath Disaster owns a fleet of ten self-loading, debris-hauling truck and trailer combination units that have approximately 170 cubic yard capacity per unit. All of our equipment is well-maintained in order to minimize breakdowns. We have staff mechanics on our maintenance crew who are always on hand in case a mechanical failure occurs which further reduces down time. Our mobile service trucks are equipped to handle anything but the most major of breakdowns.

Additionally, because we have been in the disaster recovery business for over a decade, we have relationships with a plethora of storm debris contractors—from organizations with fleets to the one-man owner-operator. We can draw on our substantial subcontractor registry to mobilize as many units as the City of Ormond Beach may require. Our list of equipment includes storm trucks from several of our most regularly deployed subcontractors.



Equipment List

Year	Make	Model	Description	VIN#/Company ID #	Capacity	Asset Class	Contractor
2022	PETE	567	Truck, loader	1NPCL40XXND775649	170CY	VEHICLE	ADR
2022	PETE	567	Truck, loader	1NPCL40XXND775650	170CY	VEHICLE	ADR
2022	PETE	567	Truck, loader	1NPCL40XXND775651	170CY	VEHICLE	ADR
2022	PETE	567	Truck, loader	1NPCL40XXND775652	170CY	VEHICLE	ADR

Year	Make	Model	Description	VIN#/Company ID #	Capacity	Asset Class	Contractor
2007	FRGHT	TR	Truck, loader	1FVMC5DE27HY25596	160CY	VEHICLE	ADR
2002	Sterling	LT	Truck, loader	2FZHAZA892AJ63622	170CY	VEHICLE	ADR
1987	KW	TR	Truck, loader	1XKWDB9X4HS340685	165CY	VEHICLE	ADR
1994	KW	W900	Truck, loader	1XDDB9XXRJ621484	165CY	VEHICLE	ADR
1995	Ford	TR	Truck, loader	1FDZY90T8SVA08301	150CY	VEHICLE	ADR
1992	WSTR	TR	Truck, loader	2WLPCCH1NK930453	160CY	VEHICLE	ADR
1986	FRGHT	TR	Truck, loader	1FUPYSYBOGH275039	160CY	VEHICLE	ADR
1994	KW	T800	Truck, loader	1XKDDB9XXRJ621484	160CY	VEHICLE	ADR
2021	Mack	Titan	Truck, loader	XXXXXXXXXX658714	150CY	VEHICLE	DNR
2021	Mack	Titan	Truck, loader	XXXXXXXXXX658715	150CY	VEHICLE	DNR
2021	Mack	Titan	Truck, loader	XXXXXXXXXX658716	150CY	VEHICLE	DNR
2021	Mack	Titan	Truck, loader	XXXXXXXXXX658717	150CY	VEHICLE	DNR
2020	Mack	Titan	Truck, loader	XXXXXXXXXX529861	150CY	VEHICLE	DNR
2020	Mack	Titan	Truck, loader	XXXXXXXXXX529862	150CY	VEHICLE	DNR
2020	Mack	Titan	Truck, loader	XXXXXXXXXX529863	150CY	VEHICLE	DNR
2020	Mack	Titan	Truck, loader	XXXXXXXXXX529864	150CY	VEHICLE	DNR
2020	Mack	Titan	Truck, loader	XXXXXXXXXX529865	150CY	VEHICLE	DNR
2020	Mack	Titan	Truck, loader	XXXXXXXXXX529866	150CY	VEHICLE	DNR
2008	Mack	Titan	Truck, loader	XXXXXXXXXX342587	150CY	VEHICLE	DNR
2006	Mack	Titan	Truck, loader	XXXXXXXXXX319516	150CY	VEHICLE	DNR
2018	PETE	579	Truck, loader	XXXXXXXXXX324876	170CY	VEHICLE	OPT
2018	PETE	579	Truck, loader	XXXXXXXXXX324871	170CY	VEHICLE	OPT
2016	PETE	567	Truck, loader	XXXXXXXXXX324988	160CY	VEHICLE	OPT
2016	PETE	567	Truck, loader	XXXXXXXXXX331769	160CY	VEHICLE	OPT
2010	PETE	567	Truck, loader	XXXXXXXXXX298545	155CY	VEHICLE	OPT
2008	PETE	567	Truck, loader	XXXXXXXXXX291432	155CY	VEHICLE	OPT
2015	KW	TR	Truck, loader	XXXXXXXXXX297651	160CY	VEHICLE	OPT
2014	KW	TR	Truck, loader	XXXXXXXXXX289437	160CY	VEHICLE	OPT
2008	FRGHT	TR	Truck, loader	XXXXXXXXXX568241	150CY	VEHICLE	OPT
2005	FRGHT	TR	Truck, loader	XXXXXXXXXX317291	150CY	VEHICLE	OPT
2008	PETE	567	Truck, loader	XXXXXXXXXX292627	125CY	VEHICLE	CRD

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2004	PETE	579	Truck, loader	XXXXXXXXXXXX273956	115CY	VEHICLE	CRD
2003	WSTR	TR	Truck, loader	XXXXXXXXXXXX320872	130CY	VEHICLE	CRD
2003	Mack	Titan	Truck, loader	XXXXXXXXXXXX259065	120CY	VEHICLE	CRD
2015	KW	TR	Truck, loader	XXXXXXXXXXXX318923	170CY	VEHICLE	CLRK
2013	KW	TR	Truck, loader	XXXXXXXXXXXX284323	170CY	VEHICLE	CLRK
2012	KW	TR	Truck, loader	XXXXXXXXXXXX281942	175CY	VEHICLE	CLRK
2012	KW	TR	Truck, loader	XXXXXXXXXXXX279371	170CY	VEHICLE	CLRK
2009	KW	TR	Truck, loader	XXXXXXXXXXXX253871	160CY	VEHICLE	CLRK
2002	KW	TR	Truck, loader	XXXXXXXXXXXX147284	160CY	VEHICLE	CLRK
1999	KW	TR	Truck, loader	XXXXXXXXXXXX898356	170CY	VEHICLE	CLRK

Year	Make	Model	Description	VIN#/Company ID #	Capacity	Asset Class	Contractor
2006	Sterling	TR	Truck, haul	2FWJA3AV26AU51554		VEHICLE	ADR
1997	PETE	TR	Truck, haul	1XP5DB9X3VN431334		VEHICLE	ADR
2001	INTL	TR	Truck, tool	1HTSCAAM91H376645		VEHICLE	ADR
1991	Ford	F700	Truck, pickup	1FDNK74PXMVA36377		VEHICLE	ADR
2007	Chev	2500HD	Truck, pickup	1GCHK23637F501674		VEHICLE	ADR
2019	Ford	F250	Truck, pickup	1FT7W2BT3KEE40607		VEHICLE	ADR
2020	Kubota	95	Skid Steer	KBCZ063CPL1G52111		EQUIPMENT	ADR
2015	Bobcat	A300	Skid Steer	572315561		EQUIPMENT	ADR
2008	Bobcat	A300	Skid Steer	541321755		EQUIPMENT	ADR
2007	Bobcat	A300	Skid Steer	539911943		EQUIPMENT	ADR
2005	Bobcat	A300	Skid Steer	526411597		EQUIPMENT	ADR
2003	Bobcat	A300	Skid Steer	521111459		EQUIPMENT	ADR
2017	Bobcat	A300	Skid Steer	591214323		EQUIPMENT	DNR
2015	Bobcat	A300	Skid Steer	572754961		EQUIPMENT	DNR
2010	Bobcat	A300	Skid Steer	564342504		EQUIPMENT	DNR
2010	Bobcat	A300	Skid Steer	564821939		EQUIPMENT	DNR
2019	Chev	Suburban	Truck, SUV	1GNSKHKC4KR186883		VEHICLE	ADR
2019	CanAm	8MKC	ATV, Defender Max	3JBUCAP48KK001225		VEHICLE	ADR
2002	Kobelco	SK250LC	Excavator	LL08-U0520		EQUIPMENT	ADR
2013	Morooka	MST3000VD	Tracked dump	A300106		EQUIPMENT	ADR
1982	Transcraft	TR	Trailer	TC16976		TRAILER	ADR
1984	Grai	DP	Trailer	G8418078		TRAILER	ADR
2006	Transcraft	FB	Trailer	1TTE5320761079356		TRAILER	ADR
2006	Transcraft	FB	Trailer	1TTE5320361079354		TRAILER	ADR
1999	KIDR	VN	Trailer, enclosed	1K9132811X2054014		TRAILER	ADR
1987	Town	FB	Trailer, flatbed	2237		TRAILER	ADR
1992	Frue	FB	Trailer, flatbed	1H2P05029NW038402		TRAILER	ADR
1998	RDIH	FB	Trailer, flatbed	47SF252T8W1013601		TRAILER	ADR

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2000	Vern	FB	Trailer, flatbed	5B7291866Y000368		TRAILER	ADR
2003	Hmde	FB	Trailer, flatbed	MS15TL00X00009056		TRAILER	ADR
1993	TARA	FB	Trailer, flatbed	1T9EA4881P1204398		TRAILER	ADR
2000	BTEX	UT	Trailer, gooseneck	4K8GX2624Y1361276		TRAILER	ADR
2002	GENR	FB	Trailer, loader	112H8V329YL056277		TRAILER	ADR
2004	Load	UT	Trailer, loader	4ZECF182741168639		TRAILER	ADR
2020	Braz	LB	Trailer, lowboy	4B9BKL137LH054725		TRAILER	ADR
1999	Trai	SD	Trailer, stepdeck	067453		TRAILER	ADR
1999	RAVE	FB	Trailer, stepdeck	1R1F44826XK990418		TRAILER	ADR
1998	Bels	UT	Trailer, utility	16JF0242W1031911		TRAILER	ADR
2000	CM	VN	Trailer, utility	49TCB1018Y1048331		TRAILER	ADR
2003	Coam	LT	Travel trailer	1TC2B046233001255		BUNKHOUSE	ADR
2012	KYRV	TV	Travel trailer	4YDT28122CD420049		BUNKHOUSE	ADR

Year	Make	Model	Description	VIN#/Company ID #	Capacity	Asset Class	Contractor
2019	Starcraft	AutumnRidge	Travel trailer	1SABSOBPOK2BL5092		BUNKHOUSE	ADR
2019	Starcraft	AutumnRidge	Travel trailer	1SABSOBP1K2BL5165		BUNKHOUSE	ADR
2019	Starcraft	AutumnRidge	Travel trailer	1SABSOBP8K2BL5163		BUNKHOUSE	ADR
2018	DownToEarth	DTE824D07B	Deckover trailer	5MYDD2425JB061521		TRAILER	ADR
2005	HM	42	Barge	NJZ44968HULL		VESSEL	ADR
2005	HM	45	Barge	NJZ44969HULL		VESSEL	ADR
2017	HM	40	Barge	TX94056		VESSEL	ADR
2015	HM	40	Barge	TX56125		VESSEL	ADR
2018	HM	40	Barge	TX45821		VESSEL	ADR
2008	Child	Barge	Barge, aluminum deck	TQE01190E808		VESSEL	ADR
1979	Panther	15	Airboat	PAP019000079		VESSEL	ADR
2006	SilverDollar	21'	Airboat	OK501108G506		VESSEL	ADR
2014	Pans	12x4	Aluminum pans	Childress custom		PANS	ADR
2008	HM	45	Vessel	NCZ38635D808		VESSEL	ADR
2004	Skiff	24	Boat	EKHA2509J304		VESSEL	ADR
2004	Skiff	24	Boat	EKHA3061J221		VESSEL	ADR
2004	Skiff	24	Boat	EKHL3496J115		VESSEL	ADR

RFP#2021-17 City of Ormond Beach

Subcontractor Management

While we staff all projects with our team first, to provide the highest quality service for Ormond Beach, Aftermath may need to activate a team of subcontractors to assist company personnel on a per-project basis. This allows us to provide quicker and more efficient debris removal on any scale required.

Subcontractors are closely vetted with the strictest detail by the Aftermath team before being added to a list of approved subcontractors. They also are expected to work to the same high standards as our employees. Aftermath sets clear and detailed expectations for all subcontractors to follow to better execute disaster recovery efforts and benefit Ormond Beach and the community.

Key Takeaways

- Aftermath Staff First
- Thoroughly Vetted Subcontractors
- Project Manager oversight
- Diversity & Inclusion Efforts

Aftermath's Role in Subcontractor Management

Aftermath will be the primary contact for the project including day-to-day project management, supervision of communication, reporting requirements, and quality assurance. With detailed subcontractor management processes, Aftermath ensures quick activation of any subcontracts and ensures subcontractors deliver the same high-quality work as the Aftermath employees at all times.

Subcontractor Responsibilities

Debris removal subcontractors may play a critical role in project execution. Subcontractors' main responsibilities include loading debris, hauling debris to the designated DMS, and utilizing a "clean as you go" approach as the project progresses. Every subcontractor must also meet the same standards and adhere to all compliance and environmental guidelines as Aftermath employees.

Subcontractors are valued as part of our team and as such are also required to submit daily progress reports to the Project Manager. The Project Manager uses these updates to adjust the plan to maximize effort and minimize the time it takes to achieve the project goals. This planning process creates the best outcome for Ormond Beach because the work of our subcontractors is always aligned with your goals and our overall project plan.

Top-down Project Management

Our Project Manager coordinates the work of all subcontractors to ensure that they are successfully and seamlessly integrated into the entire project in a cohesive manner. This also means Aftermath can make decisions quickly, when needed, to ensure the safety of employees and contractors and to mitigate any risks to the project.

RFP#2021-17 City of Ormond Beach

Ensuring Consistency and Quality Assurance

Aftermath's priority is to provide the highest quality of service to ensure the cleanup at Ormond Beach's site is performed quickly and safely, which will allow your community to get back to "business as usual" as soon as possible. If an event is large enough that Aftermath needs support in addition to our own employees, we will utilize subcontractors to act in our place where needed.

The following factors allows Aftermath to ensure Ormond Beach receives the consistency of our high-quality service even when we employ external subcontractors:

- All subcontractors are vetted by our senior management team and company owners.
- All subcontractors are closely supervised by our Site or Project Supervisors.
- Before starting any on-site work, every contractor is provided with a detailed and unambiguous subcontract that outlines their legal obligations.
- All subcontractors submit daily progress reports to ensure they are keeping to schedule and can inform the Project Manager about any issues in their designated areas.
- Aftermath provides templates for subcontractor invoices for consistency.

Ultimately, subcontractors are acting under the umbrella of Aftermath, and we are responsible for ensuring their work product and conduct for Ormond Beach are of the highest standards.

Diversity and Inclusion Initiatives

Diversity and inclusion are a key part of a successful business. To accomplish this, Aftermath sources subcontractors from a variety of sources including:

- Minority and small business trade associations
- Business development organizations and local chambers of commerce
- Via review sources from the Dynamic Small Business Search site
- Via review sources from the System for Award Management site
- Via review sources from the Department of Veterans Affairs, Vendor Information Pages VIP

Whether Ormond Beach's project can be accomplished with our own team or in conjunction with subcontractors, you can rest assured that it will be completed with the same level of service and personalized attention that our clients know and love.

RFP#2021-17 City of Ormond Beach



Tab D: Fees

COST/FEE PROPOSAL FORM
DEBRIS REMOVAL, REDUCTION and RECOVERY for
the CITY OF ORMOND BEACH

NAME OF BUSINESS: Aftermath Disaster Recovery, Inc.
 CONTACT PERSON: Melanie Corley
 EMAIL ADDRESS: mkcorley@aftermathdisaster.com
 No retainer fee applies

Schedule A: Schedule of Items

VEGETATIVE COLLECT AND HAUL	Load and Haul Vegetative Debris from ROW to a DMS - (Mileage is based on a one-way haul distance)				
	0 - 30 Miles	Cubic Yard	\$ 6.50	1	\$ 6.50

C & D COLLECT AND HAUL	Load and Haul C&D Debris from ROW to a DMS - (Mileage is based on a one-way haul distance)				
	0 - 30 Miles	Cubic Yard	\$ 7.50	1	\$ 7.50

MIXED DEBRIS COLLECT AND HAUL	Load and Haul Mixed Debris from ROW to a DMS – Mixed debris consists of personal property items such as furniture, carpet, mattresses, etc. (Mileage is based on a one-way haul distance)				
	0 - 30 Miles	Cubic Yard	\$ 7.50	1	\$ 7.50

CATEGORY	DESCRIPTION OF SERVICES	UNIT	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
WHITE GOODS COLLECT AND HAUL	Removal of Eligible Non-refrigerant White Goods – Work consists of load and haul eligible non-refrigerant white goods from ROW to DMS	Each	\$ 40.00	1	\$ 40.00
	Removal of Eligible Refrigerant White Goods – Work consists of load and haul eligible refrigerant white goods from ROW to DMS. Contractor shall be responsible for the proper removal and disposal of refrigerants as required by law.	Each	\$ 75.00	1	\$ 75.00

CATEGORY	DESCRIPTION OF SERVICES	UNIT	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
	Removal of Hazardous Trees – Work consists of removing eligible hazardous trees and placing them at the nearest and safest location on the County ROW for collection as normal vegetative debris.				
	6.0 inch – 12.9 inch diameter	Per Tree	\$ 110.00	1	\$ 110.00

COST/FEE PROPOSAL FORM
DEBRIS REMOVAL, REDUCTION and RECOVERY for
the CITY OF ORMOND BEACH

NAME OF BUSINESS: **Aftermath Disaster Recovery, Inc.**

CONTACT PERSON: **Melanie Corley**

EMAIL ADDRESS: mkcorley@aftermathdisaster.com

No retainer fee applies

TREE OPERATIONS	13.0 inch – 24.9 inch diameter	Per Tree	\$ 175.00	1	\$ 175.00
	25.0 inch – 36.9 inch diameter	Per Tree	\$ 225.00	1	\$ 225.00
	37.0 inch – 48.9 inch diameter	Per Tree	\$ 300.00	1	\$ 300.00
	49 inch and greater diameter	Per Tree	\$ 400.00	1	\$ 400.00
	Removal of Eligible Hazardous Limbs – Work consists of removing eligible hazardous limbs and placing them at the nearest and safest location on the County ROW for collection as normal vegetative debris.				
	Hazardous Limbs are 2" inches and greater in diameter at point of break.	Per Tree	\$ 95.00	1	\$ 95.00

CATEGORY	DESCRIPTION OF SERVICES	UNIT	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
FINAL DISPOSITION - REDUCED DEBRIS; COLLECT AND HAUL	Haul-out of Reduced Eligible DMS Debris to County Designated Final Disposal – work consists of loading and transporting reduced eligible disaster debris to a County approved final disposal site. (Mileage is based on one-way haul distance)				
	0 – 30.0 miles	Cubic Yard	\$ 6.00	1	\$ 6.00
	30.1 – 60.0 miles	Cubic Yard	\$ 8.00	1	\$ 8.00

CATEGORY	DESCRIPTION OF SERVICES	UNIT	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
FINAL DISPOSITION - UNREDUCED DEBRIS; COLLECT AND HAUL	Haul-out of Unreduced Eligible Debris to County Designated Final Disposal – work consists of loading and transporting unreduced eligible disaster debris from a public property or ROW to a County approved final disposal site. (Mileage is based on one-way haul distance)				
	0 – 30.0 miles	Cubic Yard	\$ 10.00	1	\$ 10.00
	30.1 – 60.0 miles	Cubic Yard	\$ 12.00	1	\$ 12.00

CATEGORY	DESCRIPTION OF SERVICES	UNIT	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
MANAGEMENT AND	Debris Management Site Management: Preparation, management and segregating at debris management	Cubic Yard	\$ 1.95	1	\$ 1.95
	Above Grade - Air Curtain Burning: vegetative debris	Cubic Yard	\$ 1.00	1	\$ 1.00

COST/FEE PROPOSAL FORM
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the CITY OF ORMOND BEACH

NAME OF BUSINESS: **Aftermath Disaster Recovery, Inc.**

CONTACT PERSON: **Melanie Corley**

EMAIL ADDRESS: mkcorley@aftermathdisaster.com

No retainer fee applies

REDUCTION	Portable - Air Curtain Burning: vegetative debris	Cubic Yard	\$ 1.00	1	\$ 1.00
	Grinding: Grinding / Chipping vegetative debris	Cubic Yard	\$ 2.25	1	\$ 2.25

LABOR RATES: All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead and profits; per diem and fuel is included in hourly labor rates.

CATEGORY	LABOR CATEGORY	UNIT	UNIT PRICE
PROJECT MANAGEMENT	Project Manager with truck and cell phone	HOUR	\$ 50.00
	Field Supervisor with truck and cell phone	HOUR	\$ 50.00
	Administrative Assistant	HOUR	\$ 30.00
	Clerical Worker	HOUR	\$ 30.00

CATEGORY	LABOR CATEGORY	UNIT	UNIT PRICE
WORK CREWS	Heavy Equipment Operator	HOUR	\$ 50.00
	Tool Operator (Chainsaw)	HOUR	\$ 35.00
	Traffic Controller (flagman)	HOUR	\$ 35.00
	Laborer w/small tools	HOUR	\$ 35.00
	Hazardous Materials Worker w/gear	HOUR	\$ 50.00
	Mechanic w/truck and tools	HOUR	\$ 75.00
	Tree Climber w/chainsaw and gear	HOUR	\$ 95.00
WORK CREW CATEGORY (typical crew makeup for "First Push" operations)	Wheel Loader w/operator, 2.5cy, Foreman with support vehicle and small equipment, Laborer with chainsaw and two (2) laborers with small tools	Hour for complete Work Crew	\$ 250.00

COST/FEE PROPOSAL FORM
DEBRIS REMOVAL, REDUCTION and RECOVERY for
the CITY OF ORMOND BEACH

NAME OF BUSINESS: Aftermath Disaster Recovery, Inc.

CONTACT PERSON: Melanie Corley

EMAIL ADDRESS: mkcorley@aftermathdisaster.com

No retainer fee applies

Schedule of Additional Items

ADDITIONAL ITEMS

CATEGORY	LABOR CATEGORY	UNIT	UNIT PRICE
SPECIALTY REMOVAL	Load, Haul and Dispose of Household Hazardous Waste	Pound	\$ 8.00
	Electronic Waste - Removal of electronic debris that contains hazardous materials; includes computer monitors and televisions.	Pound	\$ 8.00
	Biowaste - Remove of waste capable of causing infection to humans (animal waste, human blood, pathological waste)	Pound	\$ 25.00
	Putrescent Removal - Removal of debris that will decompose or rot (animals and organic fleshy matter)	Pound	\$ 5.00
	Load, Haul and Dispose of Animal Carcasses	Each	\$ 200.00

CANAL AND WATERWAY	Debris removal from waterways	Cubic Yard	\$ 95.00
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SAND COLLECTION AND SCREENING	Screen / Sift Sand, Soil and Mud	Cubic Yard	\$ 65.00
	Load and Haul Sand, Soil and Mud	Cubic Yard	\$ 12.50

REMOVAL AND STORAGE OF VEHICLES AND VESSELS	Removal of eligible abandoned vehicle or vessel to approved staging area		
	Vehicle Removal	Each	\$ 395.00
	Vessel Removal (Land)	Linear Foot	\$ 30.00
	Vessel Removal (Marine)	Linear Foot	\$ 40.00

	Work consists of removing eligible hazardous stumps, backfilling and compacting the stump hole, and transporting the stump to an approved County DMS or final disposal location. Measurement is the diameter of the stump 24 inches above the ground.		
	24 - 36 inches diameter	Each	\$ 200.00

COST/FEE PROPOSAL FORM
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the CITY OF ORMOND BEACH

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 No retainer fee applies

HAZARDOUS STUMP REMOVAL	36.1 - 48 inches diameter	Each	\$	300.00
	48.1 - 72 inches diameter	Each	\$	400.00
	72.1 inches diameter	Each	\$	500.00

EQUIPMENT RATE SCHEDULE

	EQUIPMENT	SPECIFICATION	CAPACITY / SIZE	HP	NOTES	RATE PER HOUR
	Loader, Skid-Steer	Operating Capacity	1000 lbs	To 35		\$ 45.00
	Loader, Skid-Steer	Operating Capacity	2000 lbs	To 65		\$ 50.00
	Loader, Skid-Steer	Operating Capacity	3000 lbs	To 85		\$ 55.00
	Loader, Skid-Steer	Operating Capacity	4000 lbs	To 94		\$ 60.00
	EQUIPMENT	SPECIFICATION	CAPACITY / SIZE	HP	NOTES	RATE PER HOUR
	Loader, Wheel	Bucket Capacity	0.5 CY	To 38		\$ 100.00
	Loader, Wheel	Bucket Capacity	1 CY	To 60		\$ 110.00
	Loader, Wheel	Bucket Capacity	2 CY	To 105		\$ 110.00
	Loader, Wheel	Bucket Capacity	3 CY	To 152		\$ 120.00
	Loader, Wheel	Bucket Capacity	4 CY	To 200		\$ 130.00
	Loader, Wheel	Bucket Capacity	5 CY	To 250		\$ 130.00
	Loader-Backhoe, Wheel	Bucket Capacity	0.5 CY	To 40	Loader and backhoe bucket included	\$ 85.00
	Loader-Backhoe, Wheel	Bucket Capacity	1 CY	To 70	Loader and backhoe bucket included	\$ 85.00
	Loader-Backhoe, Wheel	Bucket Capacity	1.5 CY	To 95	Loader and backhoe bucket included	\$ 95.00
	Loader-Backhoe, Wheel	Bucket Capacity	1.75 CY	To 115	Loader and backhoe bucket included	\$ 95.00

COST/FEE PROPOSAL FORM
DEBRIS REMOVAL, REDUCTION and RECOVERY for
the CITY OF ORMOND BEACH

NAME OF BUSINESS: Aftermath Disaster Recovery, Inc.

CONTACT PERSON: Melanie Corley

EMAIL ADDRESS: mkcorley@aftermathdisaster.com

No retainer fee applies

	Sweeper, Pavement					\$	100.00
	Trailer, Equipment	Capacity	30 tons			\$	90.00
	Truck, Dump	Truck Capacity	8 CY	To 210		\$	75.00
	Truck, Dump	Truck Capacity	10 CY	To 235		\$	75.00
	Truck, Dump	Truck Capacity	12 CY	To 255		\$	90.00
	Truck, Dump	Truck Capacity	18 CY	To 330		\$	90.00
	EQUIPMENT	SPECIFICATION	CAPACI TY / SIZE	HP	NOTES		RATE PER HOUR
	Truck, Dump	Truck Capacity	28 CY	To 400		\$	100.00
	Truck, Dump	Truck Capacity	40 CY	To 460		\$	125.00
	Truck, Dump	Truck Capacity	50 CY	To 620		\$	125.00
	Truck, Flatbed	Max Gross Vehicle Weight	15000 lbs	To 150		\$	50.00
	Truck, Knuckle Boom				Add flatbed truck to truck mounted crane	\$	200.00
	Truck, Pickup			To 130		\$	25.00
	Tub Grinder			To 700		\$	750.00
	Tub Grinder			To 1000		\$	1,000.00
	Dozer, Tracked	D5				\$	85.00
	Dozer, Tracked	D8				\$	140.00
	Excavator, hydraulic	200 class				\$	130.00
						\$	-



Tab E: Attachments/Forms

**City of Ormond Beach
Request for Proposals (RFP)
Debris Removal, Reduction and Recovery for City of Ormond Beach
(RFP No. 2021-17)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

6-1-21
6-17-21

Addendum Number

1
2

Receipt of all of which is hereby acknowledged.

Melanie Colley

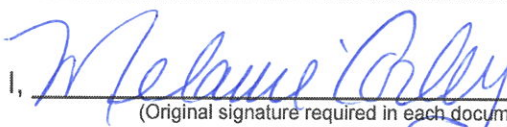
This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:COMPANY NAME: Aftermath Disaster Recovery, Inc.VENDOR/CONTRACTOR LICENSE NUMBER: SCC 131151805ADDRESS: 1826 Honeysuckle Ln., Prosper TX 75078PHONE NO.: 972-567-1489

FAX NO.: _____

SUBMITTER'S NAME: Melanie Corley

(Typed or Printed in Ink)

TITLE: PresidentAUTHORIZED SIGNATURE: I,  hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.

**City of Ormond Beach
Request for Proposals (RFP)
Debris Removal, Reduction and Recovery for City of Ormond Beach
(RFP No. 2021-17)**

CITY OF ORMOND BEACH, FLORIDA

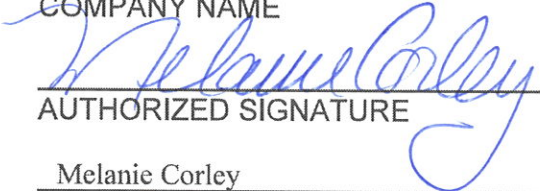
**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Aftermath Disaster Recovery, Inc.

COMPANY NAME



AUTHORIZED SIGNATURE

Melanie Corley

NAME (PRINT OR TYPE)

President

TITLE

6-21-21

DATE

**City of Ormond Beach
Request for Proposals (RFP)
Debris Removal, Reduction and Recovery for City of Ormond Beach
(RFP No. 2021-17)**

**CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION**

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in 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 violation.
- 3) Give each employee that engages 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) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Aftermath Disaster Recovery, Inc.

Company Name

Authorized Signature

Melanie Corley

Print Name

President

Title

**City of Ormond Beach
Request for Proposals (RFP)
Debris Removal, Reduction and Recovery for City of Ormond Beach
(RFP No. 2021-17)**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Aftermath Disaster Recovery, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Melanie Corley

NAME

President

TITLE

DATE

Proposal
in Response to
City of Ormond Beach
RFP 2021-17
Debris Removal, Reduction and Recovery
for the City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174

Contact Person: Dawn Brown
dawn.brown@ceresenv.com

June 23, 2021



6968 Professional Parkway
Sarasota, Florida 34240
Tel. (800) 218-4424
Fax (866) 228-5636

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Debris Removal, Reduction and Recovery

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June 21, 2021

City of Ormond Beach
City Hall Training Room
22 South Beach Street
Ormond Beach, Florida 32174

RE: **RFP 2021-17 Debris Removal, Reduction and Recovery for City of Ormond Beach**

Due: June 23, 2021 at 2:00 PM ET

Dear Evaluation Committee:

We are pleased to submit the enclosed proposal for the **City of Ormond Beach RFP 2021-17 Debris Removal, Reduction and Recovery for City of Ormond Beach**. Ceres Environmental Services, Inc. is an experienced disaster recovery and Government contracting firm capable of providing personnel, equipment and resources to rapidly and efficiently respond to a disaster recovery event. Our services include debris removal and segregation, demolition and hazardous material management, debris reduction and site management, and the collection/generation of FEMA-required project documentation.

In 2020, Ceres was activated in more than 25 jurisdictions in response to hurricanes, tornados, and ice storms. Ceres performed recovery efforts in response to Hurricanes Laura, Sally, Delta, and Zeta throughout Louisiana and Florida. In April, Ceres responded to Hamilton County, TN after an E-3 tornado. Ceres was already working in Texas following Hurricane Hanna when a derecho impacted Linn County, IA, where Ceres removed and reduced over one million cubic yards of debris.

Ceres was activated by various jurisdictions throughout North and South Carolina, Florida, and Georgia as a result of Hurricanes Florence and Michael in 2018. Ceres was also activated in 13 Georgia counties by the U.S. Army Corps of Engineers. We had personnel in place prior to storm landfall in order to help our clients best prepare and are proud to continue our tradition of being **PROVEN, RESPONSIVE, READY**.

In 2017, Ceres responded to more than 30 jurisdictions following disasters ranging from floods to hurricanes to tornados. Ceres responded to thirty-three Florida jurisdictions following Hurricane Irma; during the same timeframe, Ceres performed Hurricane Harvey recovery efforts throughout the state of Texas. In 2016, Ceres was already working in Louisiana following heavy rains and flooding when Hurricanes Hermine and Matthew hit the U.S. coast within a month of each other, yet we responded to all of our affected clients swiftly and efficiently.

Our office in Sarasota, FL – approximately three (3) hours from Ormond Beach – provides an excellent location from which to manage our post-disaster work in Ormond Beach. Other permanent offices for Ceres give us good geographical dispersion. Those offices are located in Houston, TX and Brooklyn Park, MN. Ceres' multiple locations ensure that, even if an event affects our Florida location, other offices will swiftly take over to meet the needs of the City.

David A. McIntyre, Sole Shareholder and President; David Preus, Senior Vice President; Tia Laurie, Corporate Secretary; and Dawn Brown, Assistant Corporate Secretary have signature authority to bind the company and can all be reached by calling Ceres' toll-free number (800) 218-4424.

We look forward to the opportunity to be your supplier of disaster recovery services.

Sincerely,

Dawn Brown
Assistant Corporate Secretary
Ceres Environmental Services, Inc.

Enc.

FLORIDA | TEXAS | MINNESOTA

6968 Professional Parkway | Sarasota, FL 34240 | OFFICE (800) 218-4424 | FAX (866) 228-5636
ceresenvironmental.com

Ceres Environmental Services Facts and Highlights

- Founded in 1976 and incorporated in 1995, Ceres Environmental Services, Inc. has provided emergency management and other services for **45 years** to government entities throughout the United States.
- Ceres has **never defaulted on a contract or failed to complete any work awarded**.
- **No client of Ceres has been denied reimbursement for work Ceres has performed.** Ceres' professional staff assists our clients, upon request, with the preparation and submission of project worksheets for FEMA and other agencies.
- **No Regulatory or License Agency Sanctions** have ever been imposed on Ceres or any of its principals.
- Ceres' policy and practice is to **utilize qualified local small and disadvantaged business enterprises** to the maximum extent practicable to further aid in the recovery of the community.
- Exemplary Performance on **over \$2.5 billion dollars** of Emergency Debris Management contracts awarded by various government agencies within the past 28 years on over 220 FEMA-funded contracts.
- Following Hurricane Michael, Ceres was activated by the USACE in **13 counties in Southwest Georgia**. Ceres collected and hauled a total of 4,236,363 cubic yards (CY) of debris, with a **maximum haul of 140,330 CYs in a single day**.
- In all of 2017, Ceres **received 54 major contract activations from cities, counties, and in the U.S. Virgin Islands (USVI)** for debris removal and off-island debris disposal. For the USVI work, Ceres received the **highest possible contract evaluation – Exceptional – in all categories for its pre- and post-Hurricanes Irma and Maria responses**.
- Ceres responded to Louisiana flooding in 2016, **removing over one million cubic yards of debris** as well as damaged white goods and putrescent food.
- Following Hurricanes Hermine and Matthew, Ceres was activated on **20 contracts over four states**: Florida, Georgia, South Carolina and North Carolina. Ceres successfully removed **more than 3 million cubic yards** of hurricane debris resulting from Hermine and Matthew despite already working in Louisiana following the flooding.
- Ceres responded to the Midwestern flooding and Hurricanes Dolly, Gustav and Ike during 2008 and **fulfilled all obligations for nine separate contracts**, seven of which were performed simultaneously.
- Performed **simultaneous Hurricanes Katrina, Rita and Wilma recovery operations** in three states throughout 44 counties and parishes.
- During Hurricane Katrina recovery, 45,000 cubic yards of debris were hauled on the first day of operations and up to 200,000 cubic yards daily after that. In total, **more than 13 million cubic yards** were hauled and processed.
- Performed **over 40,000 Right of Entry (ROE) work orders for “Blue Roof” repairs** for the U.S. Army Corps of Engineers on five contracts, with concurrent operations in over 30 counties.
- Recipient of the **Million Work Hours Award** for our **superb safety record** on the Katrina Debris project for the U.S. Army Corps of Engineers.
- In order to speed response, Ceres maintains a **rapid-response deployment facility** in Sarasota, Florida. Additional equipment is stored in Houston, TX and Brooklyn Park, MN.
- Federal Employer Identification Number 41-1816075
- Florida General Contractor's License CGC1508764

Acronyms and Abbreviations Used in the Proposal

Abbreviation	Meaning
AAR	After Action Report
ACM	Asbestos-Containing Material
C&D	Construction and Demolition Waste
CAR	Corrective Action Report
CYD	Cubic Yard
DMS	Debris Management Site
EOC	Emergency Operations Center
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
HBCU	Historically Black Colleges and Universities
HHW	Household Hazardous Waste
HTW	Hazardous or Toxic Waste
HUB	Historically Underutilized Business Zones
ICS	Incident Command System
IW	Industrial Waste
MI	Minority Institutions
MRE	Meals Ready to Eat
MUTCD	Manual of Uniform Traffic Control Devices
NIMS	National Incident Management System
NSC	National Safety Council
NTP	Notice to Proceed
OSHA	Occupational Safety and Health Agency
PAC	Public Assistance Coordination
PDA	Preliminary Damage Assessment
PIA	Post Incident Analysis
PM	Project or Program Manager
POL	Petroleum, Oil, & Lubricants
PPE	Personal Protective Equipment
PW	Project Worksheet
QC	Quality Control
RACM	Regulated Asbestos-Containing Material
ROE	Right of Entry
ROW	Right-of-Way
SB	Small Business
SDB	Small Disadvantaged Business
SDVO	Service-Disabled Veteran-Owned Business
TBD	To Be Determined
TDSRS	Temporary Debris Storage and Reduction Site
USACE	U.S. Army Corps of Engineers
VO	Veteran-Owned Small Business
WOSB	Women-Owned Small Business

JOINT WRITTEN ACTION OF THE BOARD OF DIRECTORS AND SHAREHOLDERS OF CERES ENVIRONMENTAL SERVICES, INC.

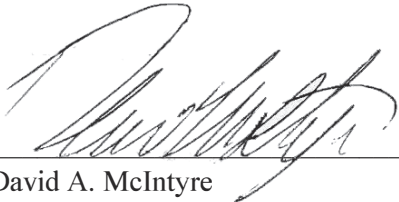
The undersigned, being the sole member of the Board of Directors and the sole shareholder of Ceres Environmental Services, Inc., a Florida corporation (the "Corporation"), does hereby adopt the following resolution in writing pursuant to Florida Statutes effective as of the 7th day of April, 2021:

WHEREAS, the Corporation desires to prepare and submit proposals and bids in response to various government solicitations, requests for bids, and requests for proposals and the Corporation desires to grant the Assistant Corporate Secretary of the Corporation, Dawn Brown, the authority to sign and submit such bids on behalf of the Corporation,

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, BE IT:

RESOLVED, that Ceres Environmental Services, Inc. grants Dawn Brown, Assistant Corporate Secretary of the Corporation, the authority to sign and bind the Corporation in matters related to the preparation and submittal of bids and responses to requests for proposals to government entities and agencies.

IN WITNESS WHEREOF, the undersigned Board of Directors and Shareholders have set their hands effective as of the day first written above.



David A. McIntyre
President, Sole Director and Sole Shareholder

A BACKGROUND OF FIRM

A.1 Brief History

Ceres Environmental Services, Inc. is one of the nation's leading disaster recovery contractors, deploying from its disaster response facilities in California, Florida, Louisiana, Minnesota, Puerto Rico, Texas, the Virgin Islands and Christchurch, New Zealand. Since its founding in 1976, Ceres has been awarded over **\$2.5 billion in FEMA-funded disaster recovery projects** across the United States. While under contract for one billion dollars, Ceres was able to complete the work for about half that amount, saving hundreds of millions of dollars for the Government. The U.S. Army Corps of Engineers officially evaluated **Ceres' overall performance during the Katrina cleanup as "Outstanding", the highest rating available**. Ceres was specifically noted for use of local contractors; quality, efficiency and swiftness of performance; and cooperation while managing a changing and evolving work scope for the single largest geographic area of operation post Katrina.

Since 1992, Ceres has been directly involved as a prime contractor in post-event recoveries from such major events as Hurricanes Delta, Hanna, Laura, Zeta and Sally, and Spring Tornadoes in 2020; Hurricanes Florence and Michael and the California Camp Fire (Butte County) in 2018; Northern California Wildfires (Lake, Mendocino and Napa Counties) and Hurricanes Harvey, Irma and Maria in 2017; Hurricanes Hermine and Matthew in 2016; Winter Storms Cara and Goliath in 2015; Winter Storm Pax in 2014; Superstorm Sandy in 2012; the Oklahoma City and Alabama tornadoes, New Zealand earthquake, and flooding in North Dakota in 2011; earthquakes in Haiti in 2010; flooding in Iowa and Hurricane Ike in 2008; as well as Hurricanes Katrina (2005), Georges (1998), and Andrew (1992).



Advantages of Ceres

Feature	Benefit to City of Ormond Beach	
Solid Experience and Consistent Performance	Low Risk of Poor Performance	Exemplary performance on over over 220 FEMA-funded Emergency Debris Management contracts with an awarded value of over \$2.5 billion dollars for various government agencies.
Rapid Disaster Response and Mobilization	Improved Safety and Rapid Completion	In October 2018, Hurricane Michael ripped through Georgia leaving damage and destruction in its path, with the hardest hit areas in Southwest Georgia. As a result, Ceres was activated by the U.S. Army Corps of Engineers (USACE) to remove debris in 13 Southwest Georgia counties. We mobilized staff and some equipment prior to the formal Notice to Proceed (NTP). Ceres collected a total of 4.2 million cubic yards of debris. At the mission's peak, Ceres was able to haul 140,000 CYs – 3.3% of the total project – in a single day. The consistency of this type of significant progress allowed us to finish on schedule with the USACE staff drawdown plan. Ceres received the highest possible quality rating for this work – Exceptional – based in part on our high production rates despite numerous scope changes and severe weather.
Long, Varied History of Disaster Recovery Experience	Maximum FEMA Reimbursement	Since 1992, Ceres has been directly involved as a prime contractor in post-event recoveries from such major hurricanes as Katrina and Irma. Ceres has also responded to tornadoes in Oklahoma and Alabama, winter storms in the Northeast, Midwest and South, floods in Louisiana, earthquakes in New Zealand and Haiti, and Wildfires in California.

Feature	Benefit to City of Ormond Beach	
Large Scale Experience and Multiple Event Response	Successful Task Completion	In September of 2017, Ceres responded to 35 jurisdictions in Florida and performed two emergency contracts in Georgia after Hurricane Irma. Additionally, Ceres worked under the U.S. Army Corps of Engineers (USACE) in Puerto Rico and the Virgin Islands, where both Hurricanes Irma and Maria caused severe damage and devastation. Ceres received an Exceptional overall rating – the highest possible rating for the work performed in the Virgin Islands by the U.S. Army Corps of Engineers. In August of the same year, Ceres had already begun recovery work in seven jurisdictions in Texas following Hurricane Harvey. Ceres performed recovery operations simultaneously for Hurricanes Katrina, Rita and Wilma in three states throughout 44 counties and parishes, garnering an Outstanding – the highest overall rating available at that time – evaluation from the U.S. Army Corps of Engineers.
Large Number of Accredited Subcontractors	Faster Job Completion	Ceres' subcontractor database comprises over 2,500 qualified individuals and companies certified to work in the U.S. These companies have more than 50,000 pieces of debris removal equipment immediately available for disaster recovery work.
Large Disaster Response Equipment Inventory	Faster Job Completion and Added Flexibility	Through contract with its wholly owned subsidiary, Ceres Environmental, Inc., Ceres has access to one of the largest inventories of disaster recovery equipment in the U.S. Ceres Environmental Inc.'s current inventory includes over 1000 pieces of equipment. Ceres typically self performs 10-15% of the work on a job.

Our mission is to serve units of Government with time-critical disaster recovery and heavy construction services. We have an enviable reputation for speedy deployment, excellent work, and experienced site management. After 45 years of doing demanding work in almost every U.S. state and territory, Ceres is still known for keeping its promises: **Ceres has never defaulted on a contract, failed to complete a contract, nor had any client denied reimbursement.** An evaluation from the Department of the Navy is typical: *"perhaps the finest contractor I have worked with...."* Ceres always adheres to the highest standards of quality, integrity and safety.

The core competencies Ceres commits to every project are:

- Rapid Deployment
- Experienced Project Management
- Financial Stability
- Equipment, and
- Trusted Subcontractors

Rapid Deployment

Over the years, we have developed and refined our ability for rapid response mobilizations. Following Hurricane Matthew in 2016, Ceres mobilized staff and equipment to Beaufort County, SC within 24 hours of the Notice to Proceed. Ceres was under contract to provide ten (10) emergency debris clearance crews; Ceres mobilized 24 emergency debris clearance crews.

Under the Oklahoma Environmental Management Authority after Winter Storm Cara in 2015, Ceres received a Notice to Proceed and made a commitment to OEMA to have two self-loading knuckle-boom trucks with pup trailers mobilized within 72 hours. Ceres mobilized both pieces of equipment within 24 hours and began debris clearance for OEMA within 72 hours of the Notice to Proceed.

Ceres uses local "teaming partners" as well as strategically placed owned equipment staging and multiple office locations across the country. **Ceres can provide significant equipment and staffing within 24 hours of storm subsidence.**

Experienced Project Management

The company has more than 150 full-time professional and managerial staff with disaster experience, many of whom hold degrees in areas such as: Business Administration, Structural and Civil Engineering, Forestry, Geology, Science and Accounting. As part of the Company's dedication to quality and safety, many of Ceres' management staff are U.S. Army Corps of Engineers-certified in Construction Quality Management; certified in Emergency Management by FEPA; have been certified by FEMA in NIMS; are Red Cross certified in first aid; and have completed OSHA's 40-hour safety training course. Ceres' management is also experienced in a wide variety of geographic conditions. Their work histories include all U.S. states, Puerto Rico, Thule, Greenland, Ascension Island, Haiti and New Zealand.

Ceres' management has demonstrated its ability to respond to large-scale events. From October 2018 to March 2019, Ceres was activated in 13 Southwest Georgia Counties for the U.S Army Corps of Engineers following Hurricane Michael. Ceres collected and hauled a total of 4,236,363 cubic yards of debris, with a maximum haul of 140,330 cubic yards in a single day. This was accomplished by utilizing 1,628 hauling vehicles and managing 144 subcontractors. Ceres received an **Exceptional** – the highest possible rating – for quality of service in the face of enormous challenges caused by an increase in the magnitude of project scope and extreme weather conditions.

Between December 2017 and June 2018, Ceres actively worked in Lake, Mendocino, and Napa (LMN) Counties as part of the U.S. Army Corps of Engineers (USACE) Disaster Recovery effort after the President declared a federal State of Emergency as a result of the Northern California Wildfires. During Hurricane Irma and Maria response, Ceres was closing out 8 projects in Texas, 37 projects in FL, and other projects in Louisiana, Georgia, Puerto Rico and the USVI. Throughout the performance period, Ceres did not have a single loss time accident while the other two (2) prime contractors were plagued by safety issues. This was achieved through effective project management by over 50 project managers of more than 2,500 trucks and hundreds of subcontractors.

In all of 2017, Ceres received more than 50 major contract activations from cities, counties, and the U.S. Army, including an ACI activation in the U.S. Virgin Islands (USVI) for debris removal and off-island debris disposal. For that work, Ceres received the highest possible evaluation – **Exceptional overall rating for its pre- and post-Hurricanes Irma and Maria responses**.

Shortly after Hurricanes Katrina and Rita in 2005, the U.S. Army Corps of Engineers (USACE) awarded Ceres a \$1 billion contract for disaster response, including loading, hauling, reducing, and disposing of debris and white goods; trimming and removal of hazardous trees; demolition of storm damaged buildings; collection of household garbage; environmental sampling and monitoring of disposal sites; and life support services. This contract covered 11 Louisiana Parishes and required the operation of 54 reduction/disposal sites. Ceres achieved a record-setting mobilization, hauling more than 45,000 cubic yards of debris in its first day on the job (from Jefferson Parish, LA). Ceres rapidly achieved large-scale capacity, reaching a maximum production of 194,584 cubic yards per day and eventually hauling, reducing, and disposing over 13.4 million cubic yards of debris, over 315,000 units of white goods, while trimming or removing over 165,000 hazardous trees.

Ceres has the resources and experience to handle multiple events and locations. In 2018-2019, Ceres was activated by the U.S. Army Corps of Engineers in 13 counties located in southwest Georgia following Hurricane Michael, while also performing work for individual jurisdictions in Florida. In addition to this work, Ceres was still actively providing disaster recovery services throughout North and South Carolina as a result of Hurricane Florence. In 2016, Ceres was already working in Louisiana following heavy rains and flooding when Hurricanes Hermine and Matthew hit the U.S. coast within a month of each other. Ceres responded to several counties in Florida and Georgia after Hurricane Hermine and then to an additional 14 jurisdictions in Florida, Georgia, South Carolina and North Carolina after Hurricane Matthew.

Following Winter Storm Cara in November 2015, Ceres responded to the Oklahoma Environmental Management Authority (OEMA) and began to mobilize staff and equipment within 24 hours of the Notice to Proceed, finishing the first pass in the first two days of operations. When Winter Storm Goliath hit Texas and Oklahoma just one month later in December, Ceres already had staff and equipment positioned to respond in Oklahoma. As more debris piled up following Goliath, Ceres extended its services to the City of Warr Acres, plus Canadian County and four other cities under the OEMA.

Following Hurricanes Katrina, Rita, and Wilma in 2005, Ceres performed several other emergency response contracts—often at the same time—including Katrina debris removal for the City of Biloxi; Hurricane Wilma debris removal for the City of Palm Beach Gardens, FL; Katrina debris removal for the Parish of Terrebonne, LA; and the installation of over 22,000 temporary roofs on private residences in two states under two separate “Blue Roof” contracts with the U.S. Army Corps of Engineers (USACE).

Our successful experience in multiple response situations as well as our substantial resources and teaming relationships, assures that Ceres performance on this project will be to the Client’s utmost satisfaction.

Ceres’ management has demonstrated its commitment to safe operations. Ceres worked approximately 650,000 manhours without a single lost time injury in Southwest Georgia in 2018-2019. Our use of equipment safety inspection stickers that were a part of the placarding process ensured that equipment was in good working order, and in total 1,628 vehicles were placarded. Ceres supervised an estimated 1,600 people on this job at its peak. Given the number of people and duration of the project, this is a strong demonstration of Ceres commitment to safety.

Safety is a key component of our company. We bring this emphasis to our debris management work as shown by four important awards. We were a 2015, 2011 and 2009 Recipient of the National Safety Council (NSC) Occupational Excellence Achievement Award. This award recognizes outstanding safety achievements among its members and is designed to help promote the prevention of workplace injuries and illnesses. In 2010, we received a Perfect Record Award for operating an entire year without occupational injury or illness and a Million Mile Club award for driving without a Preventable Incident.

In 2007, Ceres received the Million Work Hours award from the NSC. The award is for 1,000,000 work hours without occupational injury or illness involving days away from work during our Hurricane Katrina debris work.

In 2008, Ceres performed sixteen separate debris removal missions following ice storms, flooding, and hurricanes Dolly, Gustav and Ike. During the performance of these missions, there were zero lost time injuries.

Ceres’ management has demonstrated its commitment to superior performance and customer satisfaction. In 2017-2019, Ceres worked in the U.S. Virgin Islands under the USACE contract. For that work, Ceres received **Exceptional** ratings for nearly all of the categories rated, meeting and exceeding contract requirements and achieving the highest ratings available for quality, customer satisfaction, management/personnel/labor, cost/financial management, and safety/security.

Following the devastation of two (2) separate landfalls by Hurricane Irma in Florida on September 10, 2017, all 67 counties and 412 incorporated municipalities in the State of Florida were declared Category A and Category B under the FEMA Public Assistance Program. During this time, Ceres was active in over 50 separate locations throughout the Southern United States. For Seminole County, FL, although Ceres was the secondary contractor, Ceres staff was engaged with the County staff prior to the storm and was activated in place of the primary contractor when they failed to participate in project kickoff procedures. Upon completion, Ceres had managed 786,619 cubic yards of debris, removing on average more than 9,000 cubic yards a day. We cut a total of 25,021 limbs, with a peak day count of 1,353 limbs on September 27.

When Winter Storm Pax struck the southeast in 2014, Ceres’ pre-event debris management contract with Columbia County, GA was activated. Ceres responded immediately, mobilizing a work force capable of removing the more than 600,000 cubic yards of debris left behind by the late winter ice storm. During the project, Ceres not only provided the debris management necessary, but also assisted with FEMA documentation and provided zone maps of the County to keep the public informed. Columbia County, at



the end of the project, said of Ceres, “From the first day to the last day of our project, they performed their work in an admirable and cooperative manner.”

During 2005, Ceres’ pre disaster event contracts with Terrebonne Parish, LA and Palm Beach Gardens, FL were activated in response to Hurricanes Katrina and Wilma. Ceres had management staff on the ground before either hurricane made landfall. Katrina and Rita work in other places already had Ceres fully mobilized and in the midst of moving millions of cubic yards of debris and installing thousands of temporary roofs in Mississippi and Florida. Nevertheless, the City of Palm Beach Gardens received such a high level of service that they evaluated Ceres’ performance as “Exceptional.”

Ceres’ management has demonstrated a high level of capability and adaptability. In 2018, when subcontractors became increasingly scarce for Hurricane Florence recovery in North Carolina after Hurricane Michael struck the Southeast U.S. in October of that same year. Ceres used its own equipment and personnel to fulfill all of our client commitments without an interruption in service, unlike many other prime contractors, despite extreme weather conditions that caused significant delays.

Ceres was active in Livingston Parish, LA in early 2017 following damages sustained by summer flooding in 2016. Ceres removed and disposed of approximately 1.35 million cubic yards of debris, including 400,000 pounds of putrid food and 20,000 units of white goods. In the middle of clean up, Hurricanes Hermine and Matthew hit the U.S. coast within a month of each other. Ceres extended its services to respond to the needs of more than 20 other jurisdictions while fulfilling all contractual obligations in the Parish. In the words of the Director of Parish Homeland Security, “[Ceres] showed extreme reliability and dedication in the midst of chaos... Organized and diligent, their team quickly adapted to meet our needs.”

Ceres’ personnel are trained in FEMA regulations and are schooled in the use of FEMA Public Assistance Debris Management Guide FEMA 325, as well as additional resource books Public Assistance Guide FEMA 322 and Public Assistance Policy Digest 321. Ceres personnel are also familiar with the Public Assistance Program and Policy Guide, as well as 2 CFR Part 200 Procurement Standards.

Financial Stability

Ceres’ excellent financial stability means that it can provide performance and payments bonds from treasury-listed carriers in amounts in excess of \$1,500,000,000 per single project. With liquid working capital and additional credit lines in excess of \$200M available, a lack of financial resources is never an obstacle for Ceres. The company is able to perform work with its own funds and the timing of payments from customers is a non-issue for the corporation. As an example, Ceres was activated simultaneously in 35 jurisdictions throughout the state of Florida, while still completing work in Texas and Louisiana in 2017. Despite the heavy workload and wide variety in project schedules and invoice payments, Ceres was able to maintain a steady pace in all of the recovery projects by ensuring that personnel were provided for, equipment was maintained, and subcontractors received prompt payments.

During the 2005 storm season, Ceres provided bonds for three (3) concurrent Army Corps hurricane response projects with contract award amounts of \$1B, \$60M, and \$50M. Ceres has unrivalled access to the levels of working capital necessary to keep its promises and handle the biggest and most complex jobs.

Equipment

Through contract with its wholly owned subsidiary Ceres Environmental, Inc., Ceres has access to more than 1,000 pieces of disaster response equipment. Ceres invests heavily in owned equipment because it assures rapid response times and provides additional flexibility as well as direct management control.

Because of its extensive fleet, Ceres can send equipment and personnel to respond to a disaster regardless of the availability of subcontractors.

Following the 2017 storm season, Ceres purchased additional equipment, including self-loading knuckle boom trucks, additional grinders,



excavators, and other support equipment. This allowed Ceres to continue to operate projects in the U.S. Virgin Islands and Puerto Rico and respond to Hurricane Florence and Hurricane Michael in 2018.

Much like recovery projects in 2016 and 2017, a large C&D event and a vegetative event occurred in 2018 in North and South Carolina. Subcontracted trucks left many projects in North Carolina, and other primes struggled to close out. Ceres applied the strategy used in 2017 and, buoyed by the purchase of additional equipment, Ceres self-performed the closeout of many North Carolina and South Carolina projects.

Ceres has taken numerous steps to mitigate any recurrence of the equipment shortages that have plagued the disaster industry in recent years. We are confident in our ability to rapidly mobilize the magnitude of equipment and personnel necessary to manage the largest projects and we have demonstrated our ability to manage more than 50 government projects totaling approximately \$250M concurrently, providing a dedicated Project Manager for each individual project.

Ceres has access to all the life support equipment needed for supporting its own personnel including mobile living quarters, food supply, large potable water supply tanks, and large septic storage systems. These systems have saved valuable management time in responses to such higher category storms as Katrina. Ceres also has available life support systems for project-wide support and Government personnel. In Ceres' Jefferson Parish, LA response following Katrina, for example, Ceres provided total life support for more than 400 people, and subcontractor fueling services for enough equipment to move 70,000 CY of debris per day.

Ceres owns four self-contained office trailers including satellite internet connections and satellite phones as well as additional loaner satellite cell phones for the customers' management teams. Ceres regularly supplies rental satellite phone service to its clients.

Trusted Subcontractors

Ceres maintains one of the industry's largest networks of pre-screened and fully qualified subcontractors, including local vendors and preferred vendors. Our subcontractors are evaluated on many levels, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost. Ceres knows that a big part of local recovery is economic, so Ceres always strives to employ qualified local labor. The subcontractors are also grouped in Response Regions based on distance from City of Ormond Beach's service area in order to facilitate contacts if and when pre-event mobilization plans are activated.

It is Ceres' formal policy to utilize local subcontract services in the performance of the proposed contract to the maximum extent possible. In the emergency disaster response and recovery activities carried out under the contract, preference will be given, to the extent feasible and practicable, to those organizations, firms, and individuals residing or doing business primarily in the area affected by such major disaster or emergency. Ceres recognizes the advantages obtainable by utilizing other responsible and experienced firms capable of furnishing specialty services and products of high quality, but first priority will be given to those subcontractors who are from the area or regularly do business there. During Ceres' Army Corps contracted disaster relief response in the state of Louisiana following Hurricane Katrina, local contractors received 55.9% of the total dollars paid to Ceres.

In accordance with Ceres Corporate policies, it is our practice to use Local and other Small Businesses (SB) and also HUBZone, Veteran-Owned (VO), Service Disabled Veteran-Owned (SDVO), Small Disadvantaged (SDB), Women-Owned (WOSB), Historically Black Colleges and Universities (HBCU), and Minority Institutions (MI) for the provision of equipment, labor, services, and supplies to the maximum extent possible. In our most recent reporting on our federal contracts, we exceeded our goals in each of the applicable categories. This report shows that Ceres paid Small Business Concerns 75.6% of the total dollars, with 12.0% going to SDBs, 13% to WOSBs, 3.3% to HUBZone SBs, 11% to VOs, and 9.5% to SDVOs.

While Ceres' database of screened and qualified subcontractors consists of over 2,500 firms from all across the country, Ceres intends to draw from a more select list of regionally based subcontractors to provide the highest level of performance, including rapid mobilization. Other firms that have shown exemplary performance standards in previous disaster recovery efforts are included in this list.

In Ceres' subcontractor registration process, all potential firms are required to demonstrate their knowledge of the disaster recovery process, including safety, knowledge of FEMA related topics, eligible debris, etc.

After careful scrutiny, the firms that meet Ceres' rigorous standards are added to the list of preferred subcontractors. Additionally, after each disaster recovery project, Ceres managers go through a complete performance evaluation of each subcontractor that worked on the project.

All subcontractors have been screened through the Excluded Parties List System and only those shown to have no history on the list will be chosen for this project.

Qualities and Attributes

Reliable

In 1997, Ceres was selected by the United States Air Force for an emergency demolition project at Thule Air Base, Greenland, 700 miles from the North Pole. This difficult demolition project consisted of a large, severely damaged building that was in imminent danger of collapsing on a critical Early Warning Radar station protecting the U.S. East Coast. Unique project challenges included air lifting a 70,000-pound piece of specialized demolition equipment to Greenland and performing the work during October with limited daylight, severe cold, and the danger of strong winds in excess of 200 mph coming off the Greenland glacier. Ceres was given an outstanding rating for its performance on this project.



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Respected

National magazines, including *Biocycle* and *Wood Waste Recycling*, have featured Ceres' urban wood waste recycling efforts and emergency debris management services. Ceres was also the honored recipient of the Minnesota Governor's *Certificate of Commendation* in 1995 for our innovation in the tree recycling industry. We have numerous letters of recommendation and high post project evaluations.

Experienced

Ceres has performed disaster recovery work on over over 220 FEMA-reimbursed contracts in excess of \$700M and has been repeatedly selected by federal and local government agencies for pre-event



emergency response contracts. Ceres has performed emergency work contracts of less than \$25,000 and up to \$1 billion. Our clients have provided excellent references based on their satisfaction with our work. Our experience makes us a superb choice for cities and counties that need the security of a proven company. Ceres has also been selected for large demolition and construction projects contracted by the U.S. Air Force, Navy, and Army.

Our expertise in large construction projects also provides us with the managerial expertise necessary to organize and perform major public projects such as disaster cleanup. Ceres has performed superbly in construction projects ranging from a large park in Puerto Rico with athletic fields and 30 structures, to

levee repair work, to renovation of an underground park in Kentucky. This history exhibits the technical expertise that ensures all of our customers are pleased with their selection of Ceres.

Hazardous Materials Abatement Experience

With a database of more than 100 professional hazardous materials contracting partners, we have managed everything from small "glove-bag" removal of pipe insulation to the demolition of over 80 U.S. military facilities with extensive Regulated Asbestos Containing Material (RACM), Lead, and PCBs. Ceres uses certified building inspectors to survey all buildings with potential asbestos abatement needs. Survey

and testing reports are then reviewed with the client to determine the best approach for handling the material including encapsulation or complete abatement.

Once an approach is defined, Ceres personnel work closely with the client to detail a plan that minimizes downtime to the facility as well as any potential exposure to non-abatement personnel. The entire process is documented by both Ceres and the client's facilities personnel. The unique challenges overcome by Ceres' commitment to innovative solutions are a testament to the character of this company.

Environmental Experience

Earthquakes and other major natural disasters bring a host of environmental hazards that must be remediated and properly disposed of to protect both the environment and our clients from potential litigation. Through years of experience, Ceres has become an environmental leader in the disaster relief field.

White Goods/Biohazardous Waste

When tasked, Ceres implements staging, cleaning & recycling operations of white goods. Recyclables include Refrigerant Freon, compressor oils and scrap steel. White goods containing putrescible wastes are routed through a cleaning area to remove the biological/vegetative debris. This debris is captured into bags or other suitable containers and shipped to an appropriate landfill or composter. Volumes are tracked and counted. During Hurricane Katrina recovery, Ceres processed 315,725 units.



Commercial Hazardous Waste (CHW)

A large portion of all CHW can be recycled if properly managed. The remaining materials can be prepared for incineration, neutralization or landfill. During Katrina, most of the recyclables were blended for a fuels program for energy recovery. Other recyclables include lead acid batteries, anti-freeze, mercury switches, light bulbs and compressed cylinders.

Electronic Waste (E-Waste)

Products containing phosphorous tubes and electronic circuits are considered good candidates for e-waste recycling.

Asbestos Abatement

Ceres can coordinate the personnel and equipment to expeditiously manage situations where regulated asbestos containing material (RACM) debris is encountered. Use of double 6 mil poly linings of ground and perimeter areas, critical barriers, and negative air systems equipped with HEPA filtration are some of Ceres' standard operating procedures used for RACM abatement.



Construction and Demolition Debris (C&D)

C&D debris may contain hazardous substances such as commercial hazardous waste, medical wastes, guns and ammunition, oxygen cylinders, and industrial quantities of chemicals. Primary recyclables include scrap steel, tires, metals, glass, wood, concrete and plastics.

Ceres owns portable horizontal shredders and can use them as a cost-effective means to manage and reduce C&D debris generated by natural disasters. Ceres used shredders in response to Hurricanes Irma and Maria in the U.S. Virgin Islands to process over 160,000 CY of C&D debris and 396 marine abandoned vessels under a U.S. Army Corps of Engineers contract.

Other Environmental Services

Ceres can coordinate a wide variety of other environmental remediation services, including lead, pesticides, underground storage tanks, spent lead acid batteries, lamps (fluorescent, high intensity discharge, neon, mercury vapor, high pressure sodium, and metal halide lamps), mercury thermometers and antifreeze.

Capable

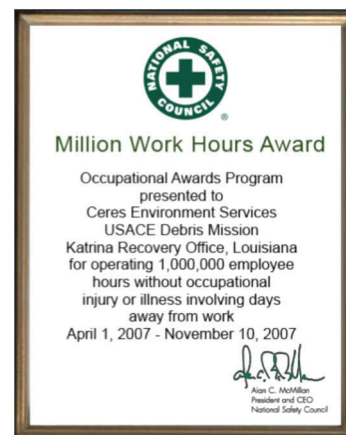
Ceres is staffed by professionally trained individuals with more than 200 collective years of experience in disaster recovery management. Ceres provides regular on-going training for field employees as well as our professional staff. Ceres' superintendents carry the following certifications and formal training: USACE certification for Quality Control; FEMA NIMS; 30-hour Construction Safety accreditation; and Hazwoper 40-hour training. Selected Superintendents also have training in asbestos and lead abatement. Ceres also provides its employees with outside disaster response training through FEMA-sponsored courses.

The U.S. Army Corps of Engineers evaluated numerous offerors on their project management capabilities and experience and selected Ceres for an award as an Advance Contract Initiative Disaster Debris Management Contractor.

Safe

We take special care to minimize the risk of injury in the disaster area to both our workers and the general public – safety first. It is the practice of Ceres to employ a full-time Health and Safety Officer. The Health and Safety Officer is responsible for overseeing Ceres' field Safety Officers who are experienced in various aspects of safety compliance relative to construction activities, industrial hygiene and traffic safety. Safety Officers possess a variety of qualifications including OSHA 10-hour and 30-hour training certifications; First Aid and CPR; and Hazwoper 40-hour certifications. Ceres' full-time field employees have CPR/First Aid/AED training.

In 2010, we received a **Perfect Record Award** for operating an entire year without occupational injury or illness and a **Million Mile Club** award for driving without a Preventable Incident.



There were no lost time injuries during all of Ceres' 2005 temporary roofing operations with over 22,000 roofs installed. In 2004 with over 1,000 workers in the field, no lost time injuries occurred on any of our projects during disaster recovery operations across nineteen Florida counties.

Ceres was named a recipient of the **Million Work Hours Award** for our superb safety record on the Katrina Debris project for the U.S. Army Corps of Engineers.

FEMA Knowledgeable

Ceres has more than 28 years of successful FEMA-reimbursed disaster work. Ceres' management staff has a long tenure with strong expertise in FEMA requirements for documentation, eligibility, general rules compliance, and methodologies.

Ceres augments staff FEMA experience with certified FEMA training classes for its general management. Ceres has assisted numerous clients during the post-disaster reimbursement application process, and our clients have never been denied reimbursement for our work.

Community Relations

One of Ceres' most important support functions in the event of a natural disaster is to help Ormond Beach officials engage in community relations. Ceres provides important resources for keeping residents informed on the progress of cleanup.

Toll Free Hotline and E-Mail Management

Large phone and e-mail traffic from concerned residents are a part of every natural disaster. Ceres maintains a toll-free Storm Hotline that is staffed and accessible 24 hours a day, 7 days a week to handle questions, concerns or complaints related to clean-up: **1-877-STORM12**. The number is prominently displayed on all Ceres equipment working the clean-up area. Ceres monitors call and e-mail volume and establishes additional toll-free numbers and enlists additional staff whenever greater capacity is required to ensure maximum community responsiveness.

Call center staff keep a log of incoming calls and e-mails, recording the address of the reported incident, resident's name, reported complaint, date and time of reported incident, and the truck number (if applicable). This group compiles incoming resident communications and organizes them into date/time of receipt and response priorities. Ceres sorts through messages to identify time-sensitive incidents such as

broken water lines that need immediate attention. Reports from this database will be accessible daily or weekly and can be disbursed to Ormond Beach officials accordingly.

Client Satisfaction-Oriented

Ceres is in business to serve governmental agencies. We recognize that providing customer satisfaction is critical to our success. Our satisfied customers and the commendation letters and evaluations quoted below speak for themselves.

[Ceres] showed extreme reliability and dedication in the midst of chaos... Ceres Environmental has my highest recommendation.

James A. (Jimmie) Stephens, County Commissioner, Jefferson County, Alabama

I would like to officially express my gratitude and admiration for your leadership and expediency of action in providing the Corps of Engineers with logistical and operational support. I feel confident that with leaders like you the Corps of Engineers and the State of Louisiana will have little difficulty in continuing to succeed in the recovery mission.

Wesley Todd, Mission Manager, U.S. Army Corps of Engineers

My experience with this firm is that they are true professionals with a focus on the need of their customers and the community they serve regardless of the circumstances.

Alberto Zamora, Sanitation Division Director, City of Miami Beach, FL

...I would like to thank Ceres and all of its personnel for the services that you provided during this most trying of times. I thought that you and your staff handled yourselves in a most professional manner and it was a pleasure working with you.

Don Brandon, P.E, County Engineer, Chambers County, Texas

Perhaps the finest contractor we've worked with.

Department of the Navy, Naval Facilities Engineering Command, El Centro CA.

While many out of state contractors used this opportunity to take advantage of the situation, your organization rose above the rest with superior customer service...

James A. Randolph, Asst. to the Town Manager, Town of Windsor, VA

As communities seek to incorporate the benefit of a defined and organized emergency debris haul contract, we would promote and recommend that Ceres Environmental be at the forefront of consideration. The company is committed to purpose, responsive to action, and sets the standard of industry excellence.

Joe Mercurio, Project Manager, Emergency Management, City of Port St. Lucie, FL

Ceres has given us exemplary service. They have been responsive to the needs that are unique to our County, they have advised us of FEMA regulations, they have made suggestions to save the County money and most importantly they conducted their business in a professional manner....I have been most impressed by their thoroughness and flexibility.

Donald M. Long, Director of Public Works, County of Isle of Wight, VA

Ceres did an excellent job in the coordination and the removal of tree damage that occurred.... I would highly recommend them for any future cleanup because of the proficiency and timely manner in which they operated.

Tim Stevens, Superintendent of State Highways, Kentucky State Highway Department

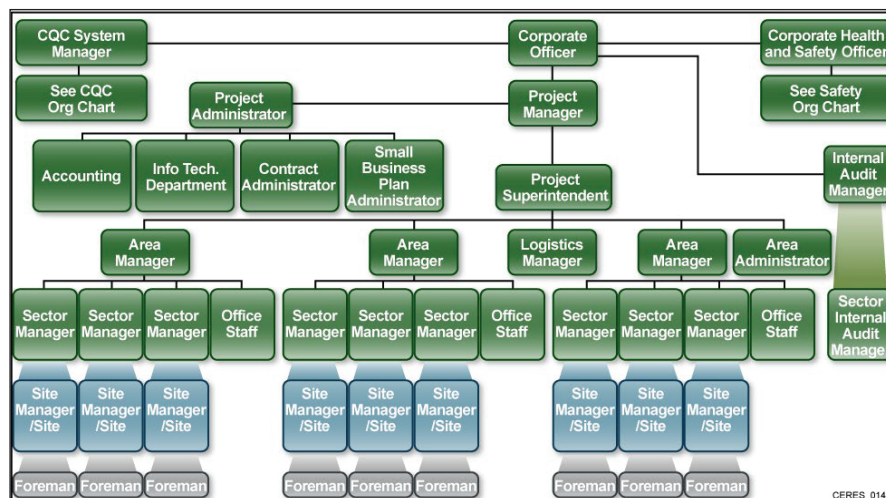
A.2 Organizational Structure

Ceres Environmental Services, Inc. is a privately held company owned and operated by its President, David McIntyre. The mobilization and contract administration headquarters for this contract will be our Sarasota, Florida office, with other offices, equipment facilities, staging sites, and recycling centers in Texas and Minnesota.

Ceres is structured so that one or two of the corporate officers can be absent from headquarters for extended periods of time in order to manage projects from the field. There are always one or two remaining at headquarters to ensure continuity of management. This proved very useful when Ceres was awarded a \$1 billion contract by the U.S. Army Corps of Engineers to perform a disaster debris contract following Hurricanes Katrina and Rita, in which two of Ceres' officers were in the field in Louisiana for over six months.

Project Management

In Ceres experience, disaster recovery is project-based. It is best managed using the principles of formal project management that are also embedded in the National Incident Management System and its Incident Command System (ICS). Therefore, Ceres has organized its disaster response work in a manner that relies heavily on a Project Manager (PM) whose position is analogous to the Incident Commander under the ICS. The PM is in charge of all field production and also supervises a Project Administrator who is in charge of administrative functions on a project basis. The PM also supervises the Project Superintendent and several Area Managers (whose quantity depends on the size of the project), who supervise Sector Managers, who supervise Site Managers. The Site Managers supervise a physical location, which may be a TDSR site, a debris loading site, or a demolition site, and the personnel they supervise are generally foremen or people physically performing the work.



The Project Manager also supervises the work of a Logistics Manager and an Area Administrator, who are staff people. At the Sector level, it is customary to have office staff. This structure allows for optimal production since multiple crews (depending on project size) are supervised and maintained while all safety, data management, and tracking protocols are being met in conjunction with quality performance.

Ceres Project Management organization can be adjusted to fit the size of the project and the area of coverage by changing the number of Area, Sector and Site Managers. The Project Administrator supervises the administrative staff on a field project. The staff provides support for the line managers and supervisors in the field on the jobsite. The Small Business Plan Administrator locates contracts with and administers relations with subcontractors. On large projects, the Small Business Plan Administrator may have clerical help, and will provide technical support for our subcontractors, such as assistance in preparing certified payrolls if required. The Information Technology (IT) department is responsible for tracking all types of data on the project, record keeping, and database management, and the accounting staff provides onsite support for Ceres personnel.

Internal Audit

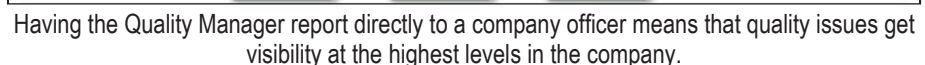
The Internal Audit department is a critical component of the Ceres management team. During the work on Hurricane Katrina recovery, especially during the private property debris removal activities, Ceres' management noticed that the quantity of quality control personnel was very high compared with the quantity of traditional production personnel. In order to ensure that projects are proceeding as they should, and that personnel in all aspects of the project are performing as they should, Ceres has instituted the position of Internal Audit Manager, who supervises Audit Managers. These individuals review activities in the field as

Project Safety

Managers report to the Environmental Manager and Project Safety Manager, and functional specialists work in the field with specialized training to find. The field is responsible to the Environmental Manager for ensuring the safety of a



The Contractor Quality Control (CQC) System Manager reports directly to the Company President in accordance with best corporate practice. Depending on the size of the event, the organization can be readily expanded by adding additional Area and Sector Managers and Functional Specialists. This allows u



Ceres will assign personnel resources to an event based on the size and scope of the disaster. The personnel resumes included in a separate section of this proposal represent the full spectrum of personnel immediately available to Ceres. They are assigned at a seniority level and in numbers commensurate with the event. This is in accordance with the principles of the FEMA Incident Command System.

A.3 Designation of Legal Entity

Ceres Environmental Services, Inc. is a privately held corporation owned and operated by its President, David McIntyre. The mobilization and contract administration headquarters for this contract will be our Sarasota, Florida office, with other offices, equipment facilities, staging sites, and recycling centers in Houston and Minnesota.

Ceres has been in business for 46 years and is incorporated in Florida under its current name. Ceres is a licensed Florida General Contractor and is in good standing in Florida, with a current Certificate of Good Standing. Ceres also holds a current Sarasota County Business Tax Receipt and will obtain a Volusia County Business Tax Receipt as well as any other authorizations necessary to carry out the work described in the RFP, as required prior to contract activation.

State of Florida

Department of State

I certify from the records of this office that CERES ENVIRONMENTAL SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on November 6, 2020, effective July 31, 1995.

The document number of this corporation is P20000086640.

I further certify that said corporation has paid all fees due this office through December 31, 2021 and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of March, 2021*



Randy R. Lee
Secretary of State

Tracking Number: 3587035329CU

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MCINTYRE, DAVID A

CERES ENVIRONMENTAL SERVICES INC
6968 PROFESSIONAL PARKWAY EAST
SARASOTA FL 34240

LICENSE NUMBER: CGC1508764

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

2020 - 2021

Sarasota County Business Tax Receipt

Account No.

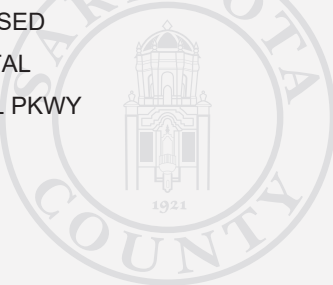
990010096621

IT IS THE OWNER'S RESPONSIBILITY TO ENSURE COMPLIANCE WITH ALL LICENSING AND REGULATORY REQUIREMENTS OF FLORIDA, SARASOTA COUNTY AND ANY APPLICABLE CITY.

Business Type CONTRACTOR - LICENSED
Business Name CERES ENVIRONMENTAL
Business Address 6968 E PROFESSIONAL PKWY
 SARASOTA FL 34240

CERES ENVIRONMENTAL SERVICES
 3825 85TH AVE N
 BROOKLYN PARK MN 55443

Unit Type Employees **Count** 6
Paid 08/20/2020 **Amount** 11.81
Receipt U19.1000977



A handwritten signature in black ink, appearing to read "Barbara Ford-Coates".

Barbara Ford-Coates
 Florida Tax Collector serving Sarasota County
 101 S. Washington Blvd. | Sarasota, FL 34236
 941.861.8300, option 3 | Info@SarasotaTaxCollector.com
 www.SarasotaTaxCollector.com

Valid Until: 09/30/2021

Must be displayed in a conspicuous place.

INFORMATION ONLY: REMOVE OR FOLD BEHIND BEFORE POSTING RECEIPT

**THIS RECEIPT IS FURNISHED PURSUANT TO FLORIDA STATUTE CHAPTER 205
 AND SARASOTA COUNTY ORDINANCE 91-084, AS AMENDED.**

The law requires this receipt to be displayed conspicuously at the place of business so that it is open to the view of the public and available for inspection. Upon failure to do so, the business shall be subject to the payment of another full tax for the same business, profession or occupation.

Payment is due each year by September 30th. Payment after September 30th is delinquent and subject to a penalty of 10% for the month of October, plus an additional 5% penalty for each month thereafter. The total delinquency penalty shall not exceed 25% of the tax. A 25% penalty is imposed on any person engaged in any new business, occupation or profession without first paying a Sarasota County Business Tax.

This receipt is for a business tax only. It does not permit the person/business to violate any existing regulatory or zoning laws of the state, county or cities, nor does it exempt the business from licenses or permits that may be required by law. This receipt does not ensure the quality of work.

Business Taxes are subject to change according to law.

CERES ENVIRONMENTAL SERVICES
 3825 85TH AVE N
 BROOKLYN PARK MN 55443



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Detail by Entity Name

Florida Profit Corporation
CERES ENVIRONMENTAL SERVICES, INC.

Filing Information

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Event Effective Date	NONE

Principal Address

6968 PROFESSIONAL PARKWAY EAST
SARASOTA, FL 34240

Mailing Address

6968 PROFESSIONAL PARKWAY EAST
SARASOTA, FL 34240

Registered Agent Name & Address

LAURIE, TIA
6968 PROFESSIONAL PARKWAY EAST
SARASOTA, FL 34240

Officer/Director Detail

Name & Address

Title President

McIntyre, David
6968 PROFESSIONAL PARKWAY EAST
SARASOTA, FL 34240

Title Secretary

Laurie, Tia
6968 PROFESSIONAL PARKWAY EAST
SARASOTA, FL 34240

Title Asst. Secretary

Brown, Dawn Cheryl
8155 Antrim Cove
Eden Prairie, MN 55347

Title VP

Preus, David A
863 Osceola
St. Paul, MN 55347

Annual Reports

Report Year	Filed Date
2021	01/26/2021
2021	04/06/2021

Document Images

04/06/2021 – AMENDED ANNUAL REPORT	View image in PDF format
01/26/2021 – ANNUAL REPORT	View image in PDF format
11/06/2020 – Domestic Profit	View image in PDF format

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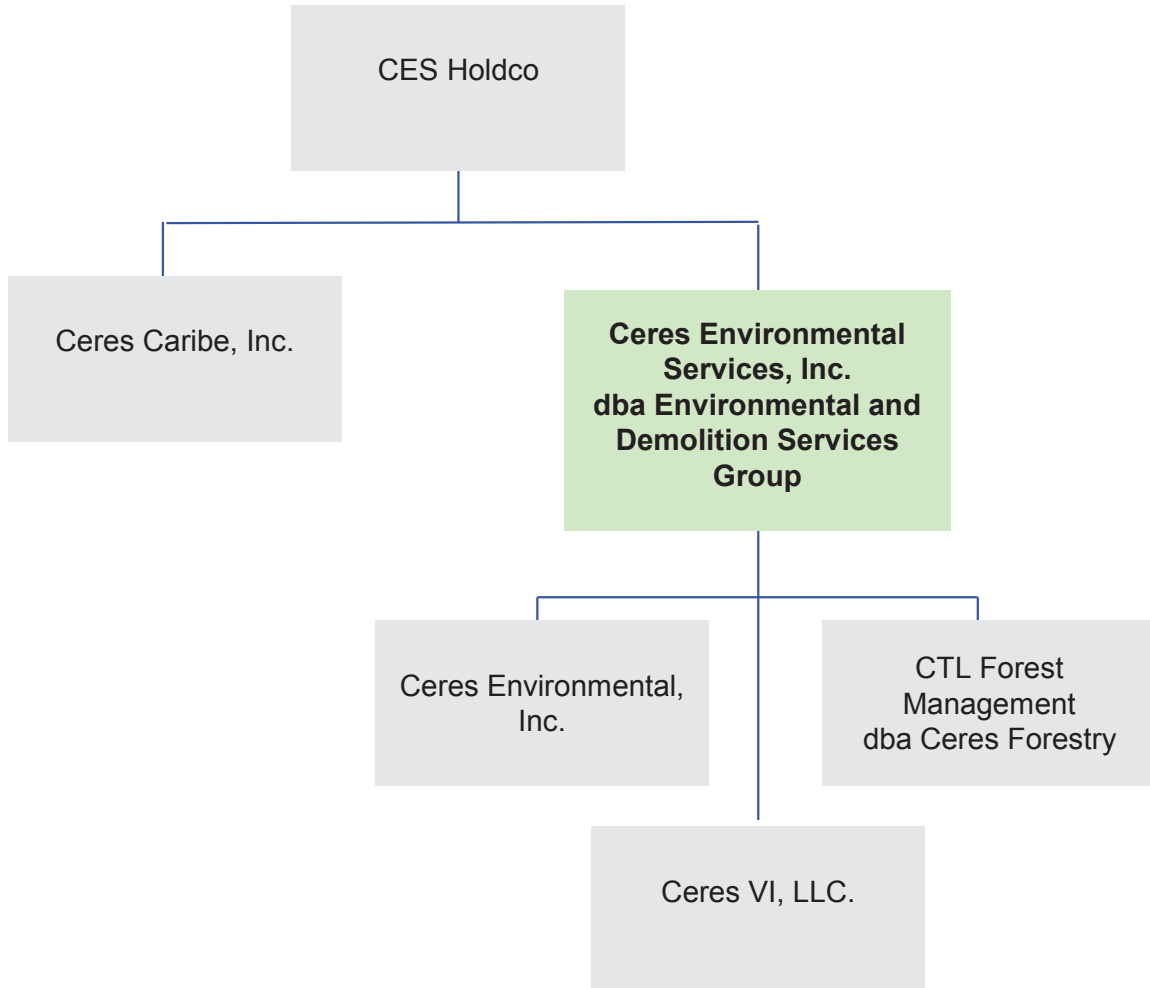
[Search](#)

[Events](#) **No Name History**

A.5 Ownership Interests

Ceres Environmental Services, Inc. is a privately held corporation owned and operated by sole shareholder and President, David McIntyre.

The following chart shows Ceres Environmental Services, Inc. and its affiliated companies. The companies are affiliated to Ceres Environmental Services, Inc. only through common ownership. The companies directly affiliated to Ceres Environmental Services, Inc. are shown on the chart. Ceres Environmental Services, Inc. and its affiliates are structured to report through a holding company.



A.6 Active Business Venues

Ceres Environmental Services, Inc. first began operations in 1976 in response to Dutch Elm disease. Since that time, Ceres has responded to hundreds of disaster events across the U.S., on remote island chains and even in different countries. In that time, Ceres has grown from a single company into a multinational family of companies and divisions that provide resources, support, and services to the Storm Disaster Response Division. These business units currently employ a total of more than 400 trained and experienced core personnel; this core team is expanded to over 1,500 when necessary during recovery response missions. Our team possesses competencies and capabilities in the following areas.

- Ceres New Zealand – formed in response to the 2010-2011 Christchurch Earthquake recovery; specializes in complex and commercial building demolition as well as earthquake response.
- Ceres Caribe – provides knowledge, expertise, and relationships to resolve issues particular to the Caribbean.
- Civil Works – focused on large, horizontal construction projects such as levees, dikes, and other flood control works.
- Equipment – supports Civil Works and Disaster Response managing 1,121 pieces of equipment and 33 mechanics, as well as additional support personnel.
- The Ground Up – Houston-based green waste recycling company focusing on yard waste disposal, grinding and mulching operations.
- Vesta Equity – an investment company specializing in finance and real estate. Part of its mission is supplying financing for business operations and real estate ventures. Ceres uses our affiliated company Vesta as a financing resource, allowing Ceres to easily finance our activities. For example, during our 2018-19 storm response, Ceres utilized working capital of approximately \$100 million in several instances, including during California wildfire recovery work.

The companies fulfilled a long-term Corporate strategic goal of owner and President David McIntyre – to develop a suite of diversified, yet complementary and related businesses to support Disaster Recovery and Response in any large and diverse disaster debris activation(s). Each business unit and division play a vital role in the overall company strategy and Ceres can draw on the strength and synergies of each company to ensure that the personnel, technology, equipment and finances required to successfully complete large-scale missions. This strategy allows Ceres to:

- Retain long-term employees between disaster recovery assignments;
- Keep heavy equipment on-hand, at-the-ready and operational;
- Provide financing to ensure that we can pay subcontractors promptly and purchase additional equipment necessary to self-perform.

A.7 Present Status and Projected Direction of Business

Ceres Environmental Services, Inc. has been in business for 45 years, and has been involved in FEMA-funded disaster recovery for the majority of the company's existence. Disaster recovery is our primary focus; we also have a related heavy civil construction division.

As a company, Ceres has developed significant skills in disaster debris management; landfill management; waste stream management; and environmental remediation. Ceres Environmental Services, Inc. has access to more than 1,000 pieces of equipment through contract with its wholly owned subsidiary, Ceres Environmental, Inc. Substantially more additional equipment is available through our subcontractors. In our 2005 response for the USACE on Hurricane Katrina, Ceres provided more than 7,847 certified placarded vehicles and supporting loading equipment for an 11-parish region in Louisiana. Ceres-owned equipment augments our subcontractors' equipment and provides additional flexibility, direct management control, and higher levels of customer responsiveness and satisfaction.



Company equipment and personnel allow Ceres to respond to a disaster regardless of the immediate availability of subcontractors. Because of its extensive company-owned fleet, Ceres can send equipment and personnel to respond to a disaster regardless of the availability of subcontractors.

Following the 2017 storm season, Ceres purchased additional equipment, including self-loading knuckle boom trucks, additional grinders, excavators, and other support equipment. This allowed Ceres to continue to operate projects in the U.S. Virgin Islands and Puerto Rico and respond to Hurricane Florence and Hurricane Michael in 2018.

Much like recovery projects in 2016 and 2017, a large C&D event and a vegetative event occurred in 2018 in North and South Carolina. Subcontracted trucks left many projects in North Carolina, and other primes struggled to close out. Ceres applied the strategy used in 2017 and buoyed by the purchase of additional equipment. Ceres self-performed the closeout of many North Carolina and South Carolina projects.

Our foundation is the many talented and dedicated professionals who have helped to shape and grow the company for 46 years, and who work to improve our communities while helping to maintain a sustainable environment. The varied services we offer are directly linked to the multifaceted capabilities, expertise and talents of our team. Our ability to rapidly mobilize and ramp up with full-time personnel and scores of subcontracting partners is a testimony to our staff and the relationships we build with community leaders immediately after being contracted.

At Ceres, our mission is to provide the highest standard of quality services to the disaster recovery industry in order to meet and exceed our clients' needs. We take pride in doing excellent work, and we are eager to fill a specialty role for our clients when they encounter a situation outside of their normal scope of operations. Our clients have provided excellent references based on their satisfaction with our work, and our experience makes us a superb choice for clients that need the security of a proven company.

A.8 Qualifications of the Business

Throughout our proposal, we have highlighted the experience and capabilities that make us an excellent choice to support City of Ormond Beach in the event of a disaster. Ceres has 45 years of experience in disaster recovery and employs a professional and managerial staff with exceptional experience in the field. Ceres has access to more than 1,000 pieces of equipment through contracts with its wholly-owned subsidiary, Ceres Environmental, Inc. Additionally, we have a database of more than 2,500 trusted subcontractors to support our disaster relief efforts. The company is financially secure, with a bonding capacity of more than \$1,500,000,000 per project.

We know that City of Ormond Beach will receive proposals from several other qualified disaster relief firms. Why choose Ceres above the others? Beyond our experience and capabilities is our reputation: we always get the job done. Some of the highlights of our reputation include:

- **Ceres Environmental Services, Inc. has never defaulted on a contract or failed to complete any work awarded**

Throughout exemplary performance on over \$2.5 billion dollars of Emergency Debris Management contracts awarded by various government agencies within the past 28 years on over 220 FEMA-funded contracts, Ceres has **never** defaulted or failed to complete a contract.

Ceres has, on more than one occasion, stepped in when other prime contractors could not complete the work they were obligated to perform and has taken over as prime contractor. For example, when a devastating hurricane hit Isle of Wight County in Virginia, the prime contractor could not perform due to other contractual commitments. Ceres stepped in and performed as prime, earning a Letter of Recommendation and appreciation from the County Director of Public Works which reads, in part:

"Through this very trying and difficult period Ceres has given us exemplary service. They have been responsive in the needs that are unique to our County, they have advised us of FEMA regulations, they have made suggestions to save the County money and most importantly they conducted their business in a professional manner.

I have been most impressed by their thoroughness and flexibility. As one may well expect, during such a disaster as this hurricane, plans often go down the drain. They have in many instances put planned duties aside to respond to emergency requests without sacrificing the overall goal."

- **No client of Ceres has been denied reimbursement for work Ceres has performed**

Ceres' professional staff assists our local clients, upon request, with their preparation and submission of project worksheets for FEMA and other federal agencies.

Ceres' personnel are trained in FEMA regulations and are schooled in the use of FEMA Public Assistance Debris Management Guide FEMA 325/July 2007, as well as additional resource books Public Assistance Guide FEMA 322/June 2007 and Public Assistance Policy Digest 321/January 2008. Ceres personnel are also familiar with the Public Assistance Program and Policy Guide, as well as 2 CFR Part 200 Procurement Standards.

- **Ceres has the proven capacity to handle multiple response situations simultaneously without sacrificing schedules or quality**

In 2018-2019, Ceres was activated by the U.S. Army Corps of Engineers in 13 counties located in southwest Georgia following Hurricane Michael while also performing work for individual jurisdictions in Florida. In addition to this work, Ceres was still actively providing disaster recovery services throughout North and South Carolina as a result of Hurricane Florence.

In 2017, Ceres received 54 major contract activations from cities, counties, and the U.S. Army, including an ACI activation in the U.S. Virgin Islands (USVI) for debris removal and off-island debris disposal. For that work, Ceres received an **Exceptional overall rating – the highest possible contract evaluation** for its Hurricanes Irma and Maria response.

In 2016, Ceres was already working in Louisiana following heavy rains and flooding when Hurricanes Hermine and Matthew hit the U.S. coast within a month of each other. Ceres responded to several

counties in Florida and Georgia after Hurricane Hermine and to an additional 14 jurisdictions in Florida, Georgia, South Carolina and North Carolina after Hurricane Matthew.

Our successful experience in multiple response situations as well as our substantial resources and teaming relationships, assures that Ceres performance on this contract will be to the City's utmost satisfaction.

- **Ceres is Operations, not Marketing, based**

Ceres employs a full staff of Project Managers, Project Superintendents, Quality and Safety Managers and other debris management experts to ensure that we are always ready and able to self-perform. Our Sarasota office location ensures that we will arrive swiftly before or during an event.

- **Ceres' multiple locations ensure that, even if an event affects Ceres' Florida locations, other offices will swiftly take over to meet the needs of the City**

During 2005, Ceres' pre disaster event contracts with Terrebonne Parish, LA and Palm Beach Gardens, FL were activated in response to Hurricanes Katrina and Wilma. Ceres had management staff on the ground before either hurricane made landfall. Katrina and Rita work in other places already had Ceres fully mobilized and in the midst of moving millions of cubic yards of debris and installing thousands of temporary roofs in Mississippi and Florida. Nevertheless, the City of Palm Beach Gardens received such a high level of service that they evaluated Ceres' performance as "Exceptional."

Ceres also has servers storing company documents in multiple locations throughout the country. If one server is lost in an event the data will not be lost and will not prevent Ceres from performing any work for any of its clients.

- **Ceres is completely self-sufficient**

Ceres has a number of containerized offices that can be used mobile command centers. These can be moved to the disaster zone via low bed trailers and semi tractors. These mobile offices can be onsite, equipped with satellite communications and internet, and fully operational within hours. Ceres can also provide a wide variety of emergency housing options, including fully containerized bunkhouses that can be trailered to a Ormond Beach location.

- **Ceres' Corporate Officers are in the field ensuring the job gets done**

Ceres is structured so that one or two of the corporate officers can be absent from headquarters for extended periods of time in order to manage projects from the field. There are always one or two remaining at the headquarters to ensure continuity of management. This proved very useful when Ceres was awarded a \$1 billion contract by the U.S. Army Corps of Engineers to perform a disaster debris contract following Hurricanes Katrina and Rita in which two of Ceres' corporate officers were in the field in Louisiana for over six months.

Ceres' management is also experienced in a wide variety of geographic conditions. Their work histories include all of the U.S. Gulf states, Hawaii, Alaska, Puerto Rico, Thule, Greenland, Ascension Island, Haiti and New Zealand.

- **Ceres' excellent financial stability means that it can provide performance and payments bonds from treasury-listed carriers in amounts in excess of \$1,500,000,000 per single project**

With liquid working capital and additional credit lines in excess of \$200M available, a lack of financial resources is never an obstacle for Ceres. During Hurricanes Harvey, Irma and Maria, and NorCal wildfires in 2017-18, Ceres carried \$98 million in open invoices with no work stoppages or delay in subcontractor payments. Ceres was able to maintain a steady pace in all of the recovery projects by ensuring that personnel were provided for, equipment was maintained, and subcontractors received prompt payments.

After 45 years of doing demanding work in almost every U.S. state and territory, Ceres is still known for keeping its promises: **Ceres has never defaulted on a contract, failed to complete a contract, nor had any client denied reimbursement.** An evaluation from the Department of the Navy is typical: *"perhaps the finest contractor I have worked with...."* Ceres always adheres to the highest standards of quality, integrity and safety, and that's a promise we do not hesitate to make to City of Ormond Beach.

A.9 Qualifications of Employees Assigned to the City

Ceres Environmental Services, Inc. has over 130 employees, many of whom are professional staff. Our staff hold degrees in areas such as Structural and Civil Engineering, Business Administration, Forestry, Geology, Science, and Accounting. As part of the Company's dedication to quality and safety, many of Ceres' management staff are U.S. Army Corps of Engineers-certified in Construction Quality Management; are FEMA-certified in NIMS; are Red Cross-certified in first aid; and have completed OSHA's 40-hour safety training course. Ceres' management has worked extensively on FEMA-reimbursed contracts and has demonstrated its ability to respond to large-scale events.

For the City of Ormond Beach, Ceres will provide exceptionally qualified personnel to lead the efforts for any event occurring for which our services are required. The following core team will be assigned to Ormond Beach for the life of the contract. Additional personnel will be assigned based on the size and severity of an event affecting Ormond Beach.

Mr. Mike Beevers has been identified as the Project Manager for the City. Mr. Beevers has been in environmental services for almost 20 years, starting in earth work and contracting and moving to disaster response and mobile recycling. He has experience managing employees along with hiring, scheduling, and managing subcontractors for large projects. Mr. Beevers has responded to various types of disasters, including hurricanes, ice storms, tornadoes, floods and fires.

Mr. Karl Dix will be the FEMA Reimbursement Specialist assigned to Ormond Beach. Mr. Dix experience includes project management; quality control of operational and administrative functions to ensure FEMA eligibility, compliance with State regulations and adherence to contract specifications; review of FEMA eligibility and processing of FEMA paperwork; training sessions with clients; and development of new record-keeping systems. His responsibilities include developing business relationships with current and potential clients; development of strategic plans; and management of assigned projects. Mr. Dix holds a bachelor's degree in business administration from Emory University.

Ms. Tia Laurie, our Subcontractor Manager, is adept at ensuring that our subcontractors and equipment are in place and ready to work when needed. She keeps an extensive list of subcontracts, both local and throughout the country, in case specialty work is required. Ms. Laurie understands the importance of local recovery and knows that it means more than just clearing debris – it means providing jobs in the area. She is expert at finding qualified personnel in any area throughout the United States. Ms. Laurie also provides management in the areas of maintaining and upgrading the subcontractor database, registration process, and evaluation criteria, as well as creating and executing applicable training programs for subcontractors. Ms. Laurie will be immediately available to locate and check the credentials of all required subcontractors and to pre-stage necessary equipment, ensuring that City efforts are well under way within the time frames required.

Ceres' management has demonstrated its ability to respond to large-scale events. During the Camp Fire clean up in Butte County in 2019, Ceres daily operations consisted of 50 debris removal crews, over 400 hauling units, 120 traffic control personnel and a field supervision team of over 30 members. Our team members worked on over 2,900 properties, collecting and loading over 734,000 tons of debris. Out of the debris transported, 159,000 tons of metal and concrete were sent to recycling facilities and are destined for beneficial reuse. This project was the largest debris mission in the state of California in more than 100 years.

Ceres has the resources and experience to handle multiple events and locations. From October 2018 to March 2019, Ceres was activated in 13 Southwest Georgia Counties for the U.S Army Corps of Engineers following Hurricane Michael. Ceres collected and hauled a total of 4,236,363 cubic yards of debris, with a maximum haul of 140,330 cubic yards in a single day. This was accomplished by utilizing 1,628 hauling vehicles and managing 144 subcontractors. Ceres received an **Exceptional** – the highest possible rating – for quality of service in the face of enormous challenges caused by an increase in the magnitude of project scope and extreme weather conditions.

In all of 2017, Ceres received more than 50 major contract activations from cities, counties, and the U.S. Army, including an ACI activation in the U.S. Virgin Islands (USVI) for debris removal and off-island debris disposal.

Ceres' management has demonstrated its commitment to superior performance and customer satisfaction. In 2017-2019, Ceres worked in the U.S. Virgin Islands under the USACE contract. For that work, Ceres received **Exceptional** ratings (the highest possible) from the USACE for meeting and exceeding contract requirements and achieving the highest ratings available for quality, customer satisfaction, management/personnel/labor, cost/financial management and safety/security.

Ceres' personnel are trained in FEMA regulations and are schooled in the use of FEMA Public Assistance Debris Management Guide FEMA 325, as well as additional resource books Public Assistance Guide FEMA 322 and Public Assistance Policy Digest 321.

For more extensive information on the qualifications of Ceres project management team, please see their resumes within this proposal. Resumes of the additional key personnel that will be made available depending on the size and severity of the event are included as well.

If for any reason key personnel named in this proposal are not available for a City of Ormond Beach event, or are not acceptable to the City, personnel with equivalent or better backgrounds and skills will be made available and will be presented for approval.

Key Personnel Resumes

Management Oversight

David A. McIntyre, Sole Shareholder and President

David McIntyre is the founder and sole shareholder of Ceres Environmental Services, Inc. and affiliated companies. He created the company in 1976 and has personally managed or supervised over over 220 FEMA-reimbursed contracts, including over 100 disaster debris-related projects. He has performed superbly in hiring, training and supervising an excellent team of personnel, resulting in Ceres' extensive list of satisfied customers. Mr. McIntyre's history includes his on-the-ground, on-site management of debris contracts during Ceres' large-scale response to several major disasters. The disaster debris projects include major projects for the USACE, including Ceres' 2018 ACI SAD Contract activation in the State of Georgia following Hurricane Michael; USACE work in response to the Northern California Wildfires in 2018; Alabama 2011 tornadoes response; 2008 Hurricane Ike USACE ACI response; 2005 Hurricane Katrina USACE and local jurisdiction debris management projects; and the Hurricane Georges USACE response in 1998.

Mr. McIntyre has been Project Manager of many the debris projects for Ceres and has been Operations Manager of many of them as outlined below. He has also presided over the performance of over 95 additional contracts with branches of the U.S. federal government regarding demolition, grinding, abatement, clearing, and other work. These government branches include the U.S. Army Corps of Engineers; U.S. Navy, Army, and Air Force; U.S. Department of the Interior; and the U.S. Department of Agriculture.

PROFESSIONAL EXPERIENCE

- **Oregon Wildfire Recovery 2020 – Current.** Management Oversight for Oregon Department of Transportation providing Hazard Tree Removal Services for Operational Branch 1: Archie Creek Fire, Douglas County, Operational Branch 5: Thielson Fire, Douglas County and Operational Branch 6: Two Four Two Fire, Klamath County.
- **Oklahoma Ice Storm 2020.** Management oversight for debris removal in 5 cities following an ice storm.
- **Hurricanes Laura, Hanna, Sally, Delta, and Zeta 2020.** Provided management oversight for 13 individual contract activations across Louisiana, Texas, and Florida.
- **Linn County, IA Derecho 2020.** Management oversight for removal, reduction, and disposal of derecho generated debris.
- **California Wildfires – Camp Fire, Butte County 2020 – Current.** Project Manager for the CalRecycle removal of hazardous trees generated by the Camp Fire wildfire in North-Central California in 2017.
- **Hamilton County, TN Tornado 2020.** Provided management oversight for removal and disposal of tornado generated debris in Hamilton County.
- **Jones County, MS Tornado 2020.** Provided management oversight for removal and disposal of tornado generated debris in Jones County.
- **California Wildfires – Camp Fire, Butte County 2019.** Project Manager for the CalRecycle clean-up project for hauling and disposal of debris generated by the Camp Fire wildfire in North-Central California in 2019, which is the largest debris mission in California in more than 100 years.
- **Northern California Wildfire Debris Removal 2018.** Provided management oversight for the USACE debris removal project in Lake, Mendocino and Napa Counties, CA following the fires between October and December of 2017.
- **Hurricane Michael USACE Response 2019.** Project Manager/Operations Manager for work in 13 Georgia Counties.
- **Hurricanes Michael and Florence 2018 – 2019.** Provided management oversight for 13 individual contract activations in jurisdictions across North Carolina, South Carolina, Florida and Georgia
- **Hurricanes Irma and Harvey 2017.** Provided management oversight for more than 45 disaster recovery projects in Florida and Texas.
- **Southeast Tornadoes 2017.** Provided management oversight for disaster recovery projects in Georgia and Louisiana following early tornadoes.



- **Hurricanes Hermine and Matthew 2016.** Provided management oversight for over 20 individual projects following Hurricane Hermine in September and Hurricane Matthew in October.
- **Louisiana Flooding 2016.** Provided management oversight for Ceres response to Louisiana floods in August following heavy rains.
- **Oklahoma Storms 2015.** Provided management oversight to Ceres response to Winter Storms Cara and Goliath. Ceres responded to six different jurisdictions in Oklahoma.
- **Livingston Parish Waterway Cleanup 2015.** Management oversight for Ceres response during the removal of vegetative, C&D and white goods debris removal in Louisiana.
- **Alabama Tornadoes 2014.** Management oversight for Ceres response in several Alabama cities damaged by May tornadoes. Ceres provided removal and disposal services for eligible debris.
- **Winter Storm Pax 2014.** Management oversight for Ceres response in Georgia and North Carolina. Ceres provided removal and disposal of storm-related debris in both states.
- **Winter Storm 2013.** Management oversight for early winter storm in October 2013. Ceres provided removal and disposal of disaster-related vegetative debris in South Dakota.
- **Upper Midwest Ice Storm 2013.** Management oversight for Ceres' response to spring ice storms in South Dakota and Minnesota, including work in rights of way, parks and waterways.
- **Hurricane Sandy 2012-2013.** Management oversight for Ceres response in New York and New Jersey. Ceres performed multiple projects in New York and New Jersey.
- **Hurricane Isaac 2012.** Management oversight of five separate contracts in response to Hurricane Isaac. Ceres provided recovery services to Jefferson Parish, Kenner, Livingston Parish, Denham Springs and St. Bernard Parish.
- **Winter Storm Alfred 2011.** Provided management oversight for response to unseasonal snowstorm in the Northeast. Ceres managed over 320,000 CY of debris in two locations.
- **North Dakota Flooding 2011.** Provided management oversight for emergency levee removal and repair projects after historic flooding in spring of 2011 near Minot, North Dakota. Ceres removed emergency levees and repaired damage to existing levees.
- **Hurricane Irene 2011.** Provided management oversight for response to Hurricane Irene's impact on the Atlantic coast. Ceres managed 120,000 CY of debris in two locations.
- **Alabama Tornadoes 2011.** Provided management oversight for response to record-setting tornadoes that hit the Southeast. Presided over four contracts in Alabama, including management of over 1 million CY of debris in Jefferson County.
- **New Zealand Earthquake 2011– present.** Oversight of response to Christchurch earthquake. Established a New Zealand branch office of Ceres to work in conjunction with the Canterbury Earthquake Recovery Authority (CERA) to provide extensive disaster response services including debris management, design-build seismic stabilization, demolition/deconstruction/implosion services and large-scale materials recycling operations. Working as a capital partner, developer and construction manager in the country to help salvage and repair damaged buildings.
- **Haiti 2010-2013.** Oversight of response to the devastating earthquake that hit Haiti in January 2010. Provided management oversight of a survey contract for the International Office on Migration, an \$11M landfill management and debris reduction site contract for the Haitian Ministry of Public Works and Communications (MTPTC) and The World Bank, environmental remediation projects for World Vision and new construction in the country.
- **Hurricane Ike 2008.** Presided over debris collection, transportation, and disposal on 11 different contract locations in Texas and Louisiana
- **Hurricane Gustav 2008.** Oversight of collection, transportation, processing, and disposal of over 1.9 million cubic yards of debris; Trimming and removal of hazardous trees in Louisiana
- **Hurricane Dolly 2008.** Provided oversight and management guidance in debris collection, transportation, recycling, and disposal in Texas
- **Hurricane Wilma & Rita 2005.** Directed debris collection, transportation, and disposal; Emergency temporary roofing installation in Florida
- **Hurricane Katrina 2005.** Lead Project Manager for collection, transportation, processing, and disposal of over 13 million cubic yards of debris; Trimming and removal of over 165,000 hazardous trees; Asbestos abatement and demolition of 916 buildings; Decontamination and disposal of over 315,000 white goods in 11 Louisiana Parishes; Emergency temporary roofing installation of over 21,000 buildings in 32 Mississippi counties

- **Hurricane Ivan 2004.** Project Manager in collection, transportation, and disposal of over 680,000 cubic yards of debris including the processing of over 505,000 cubic yards of debris in Florida
- **Hurricane Jeanne & Frances 2004.** Managed the collection, transportation, and disposal of over 404,000 cubic yards of debris in 13 Florida counties
- **Hurricane Charley 2004.** Directed Debris collection, transportation, and disposal; Emergency temporary roofing installation in 4 Florida counties
- **Hurricane Isabel 2003.** Project Management to debris removal and disposal in Virginia
- **Hurricane Floyd 1999.** Lead Project Manager to debris removal and disposal in North Carolina
- **Oklahoma City Tornadoes 1999.** Lead project manager for USACE contract providing debris removal, managing multiple debris sites, and demolishing damaged residential structures.
- **Hurricane Georges 1998.** Presided over collection and disposal of over 2.3 million cubic yards of debris; Management of 17 TDSR sites; Emergency temporary roofing installation on over 3,000 buildings in Puerto Rico.
- **Hurricane Fran 1996.** Project management for USACE contract providing debris removal, reduction and site management.
- **Hurricane Andrew 1992.** Lead Project Manager to debris collection, transportation, and disposal; Provided USACE with 25 new chippers/grinders with 48 hours in Florida

EDUCATION/CERTIFICATIONS

- Graduate coursework in Physics, Chemistry, and Mathematics from the University of Minnesota Institute of Technology and University of Minnesota
- Licensed Florida General Contractor

David A. Preus, Senior Vice President, Project Manager

Mr. Preus has been employed for more than 20 years with Ceres Environmental Services, Inc. directing the Emergency Management Services Division and providing project management on more than 100 FEMA reimbursed disaster recovery contracts including hurricanes, tornadoes, ice storms, windstorms, and floods. Mr. Preus leads and provides overall guidance to the company's Emergency Response Team in the areas of preparatory, mobilization, and implementation of operations. Mr. Preus has participated in nearly 20 USACE emergency recovery contracts with Ceres as prime contractor.

PROFESSIONAL EXPERIENCE

- **Oklahoma Ice Storm 2020.** Operations Manager for debris removal in 5 cities following an ice storm.
- **Hurricanes Laura, Hanna, Sally, Delta, and Zeta 2020.** Provided management oversight for 13 individual contract activations across Louisiana, Texas, and Florida.
- **Linn County, IA Derecho 2020.** Operations Manager for removal, reduction, and disposal of derecho generated debris.
- **Hamilton County, TN Tornado 2020.** Operations Manager for removal and disposal of tornado generated debris in Hamilton County.
- **Jones County, MS Tornado 2020.** Operations Manager for removal and disposal of tornado generated debris in Jones County.
- **Hurricane Michael 2018.** Operations Manager for the USACE ACI Restricted SAD Region activation in 13 Georgia counties for the clean-up of debris generated by Hurricane Michael in October 2018.
- **Hurricane Florence 2018.** Operations Manager and Project Manager for the North Carolina Department of Agriculture and Consumer Services for the disposal of biological debris generated as a result of Hurricane Florence throughout the State of North Carolina.
- **Hurricane Irma 2017.** Management Oversight for Ceres response to more than 25 jurisdictions throughout the State of Florida that were impacted by Hurricane Irma.
- **Hurricane Harvey 2017.** Provided management oversight for ten (10) individual projects throughout the State of Texas following the damage caused by Hurricane Harvey and the resulting floods.
- **Hurricane Maria Recovery, Puerto Rico** Providing management oversight for USACE PR Blue Roof and the Government of Puerto Rico Transportation and Public Works Department (DTOP) contracts following Hurricane Maria.
- **Hurricanes Hermine and Matthew 2016.** Provided management oversight for over 20 individual projects following Hurricane Hermine in September and Hurricane Matthew in October. Also worked in the field as project manager after Hurricane Matthew.
- **Louisiana Flooding 2016.** Provided management oversight for Ceres response to Louisiana floods in August following heavy rains.
- **Oklahoma Ice Storms 2015.** Provided management oversight to Ceres response to Winter Storms Cara and Goliath. Ceres responded to six different jurisdictions in Oklahoma.
- **Livingston Parish Waterway Cleanup 2015.** Management oversight for Ceres response during the removal of vegetative, C&D and white goods debris removal in Louisiana.
- **Alabama Tornadoes 2014.** Management oversight for Ceres response in several Alabama cities damaged by May tornadoes. Ceres provided removal and disposal services for eligible debris.
- **Winter Storm Pax 2014.** Management oversight for Ceres response in Georgia and North Carolina. Ceres provided removal and disposal of storm-related debris in both states.
- **Upper Midwest Ice Storm 2013.** Led Ceres' debris management prime contracts in South Dakota and Minnesota, including work in rights of way, parks and waterways.
- **Hurricane Sandy 2012-2013.** Management oversight for Ceres' response in New York and New Jersey. Ceres performed multiple projects in New York and New Jersey as prime contractor.
- **Hurricane Isaac 2012.** Management oversight of five separate contracts in response to Hurricane Isaac. Ceres provided recovery services to Jefferson Parish, Kenner, Livingston Parish, Denham Springs and St. Bernard Parish.
- **Winter Storm Alfred 2011.** Provided management oversight for response to unseasonal snowstorm in the Northeast. Ceres managed over 320,000 CY of debris in two locations.
- **Hurricane Irene 2011.** Provided management oversight for response to Hurricane Irene's impact on the Atlantic coast. Ceres managed 120,000 CY of debris in two locations.



- **Alabama Tornadoes 2011.** Provided management for Ceres' response to record-setting tornadoes as Ceres hauled 1,191,553 CY of debris, reducing the vegetative portion by grinding.
- **Haiti Earthquake 2010-2013.** Project Manager working with the International Organization for Migration on camp population and needs. Managed transitional housing prototypes. Participated in World Bank-financed 4.15 million CY rubble recycling project.
- **Hurricane Ike 2008,** Project management and operations management in 3 counties in Texas to clear and haul hurricane debris under Ceres' USACE ACI contract.
- **Hurricane Gustav 2008,** Project oversight for three contracts totaling over 2,000,000 cubic yards for debris removal and disposal, trimming and removal of hazardous trees, and removal and disposal of white goods in Louisiana.
- **Hurricane Katrina 2005,** Project Manager for emergency temporary roofing installation on more than 21,000 homes and buildings throughout 32 MS counties. Assisted in removal of over 13 million cubic yards of debris throughout 11 LA Parishes.

EDUCATION/CERTIFICATIONS

- General Management Program, Harvard Business School, Boston, MA, completed May 2014
- MBA, University of Minnesota Carlson School of Management
- Bachelor's degree, History, University of Minnesota
- Department of Homeland Security GS-202, Debris Management
- USACE CQM, FEMA IS-100, and First Aid/CPR certified

Key Project Team

Mike L. Beevers, Project Manager

Mr. Beevers has been in environmental services for almost 20 years, starting in earth work and contracting and moving to disaster response and mobile recycling. He has experience managing employees along with hiring, scheduling, and managing subcontractors for large projects. Mr. Beevers has responded to various types of disasters, including hurricanes, ice storms, tornadoes, floods and fires.

PROFESSIONAL EXPERIENCE

- **Hurricanes Laura, Delta, and Zeta 2020.** Project Manager for Vermilion Parish, LA and Cameron Parish, LA as a result of Hurricane Laura. Project Manager for St. Martin Parish, LA and Scott, LA as a result of Hurricane Delta. Project Manager for Lafourche Parish, LA and New Orleans, LA as a result of Hurricane Zeta.
- **Linn County, IA Derecho 2020.** Project Manager for Linn County, IA. Over 1 million cubic yards of debris were hauled as part of this project.
- **Jones County, MS Tornado 2020.** Project Manager for Jones County for the cleanup after a tornado in April 2020.
- **Santa Rosa County, FL Wind Event 2020.** Project Manager for Santa Rosa County, FL debris removal project after a severe storm and wind event.
- **Bahamas September 2019 – 2020.** Project Manager for debris removal on public and private property.
- **Hurricane Michael 2018.** Project Manager for Jackson County, FL for the cleanup of debris in October of 2018.
- **Hurricane Maria 2017 – 2018.** Project Manager for central zones in Puerto Rico roofing projects.
- **Hurricane Irma 2017.** Project Manager for Seminole County, FL. Over 1 million cubic yards of debris were hauled as part of this project.
- **Hurricane Harvey 2017.** Project Manager for the City of Pearland, Texas.
- **Hurricane Matthew 2016.** Project Manager for debris removal project in Beaufort County, South Carolina. Oversaw debris collection and removal from County-wide public and private roads and rights-of-way, resulting in over 1,000,000 cubic yards of debris collected.
- **Hurricane Hermine 2016.** Project Manager for debris removal project in Taylor County, Florida following a September hurricane. Oversaw collection of vegetative and C&D debris, as well as white goods and household hazardous waste.
- **Louisiana Floods 2016.** Project Manager for Ceres response to the City of Zachary following August flooding.
- **Louisiana Levee Construction 2014 – 2015.** Fleet Logistics Manager for USACE levee construction projects in LA.
- **Winter Storm Pax 2014.** Truck Boss for ice storm clean up in Guilford County, North Carolina.
- **Black Forest Fire 2013.** Superintendent for debris removal following forest fire in El Paso County, Colorado.
- **Upper Midwest Ice Storm 2013.** Project Manager/Truck Boss in Rapid City, SD debris removal project as well as mulch haul superintendent. Knuckleboom operator in Minneapolis for stump removal project.
- **Hurricane Isaac 2012.** Project Manager for debris clean up in LaFourche Parish, LA.
- **2011–2013: Superintendent, Mobile Recycling U.S.A. Gallup New Mexico.** Managed a recycling company with 22 locations within three (3) states: New Mexico, Arizona, and Colorado. Tasks included: Hiring and managing of 40-50 employees, seeking out properties to place mobile recycling units, daily inventory of all goods purchased from all locations, scheduling pick up of all goods brought to the processing plant where materials were separated, processed, and packaged to be sold to brokers.
- **Hurricane Ike 2008.** Project Manager for Harris County for Galveston Island Beach reclamation project.
- **2008 – 2010: North Valley Dirt Work and Contracting.** Started a Disaster Relief Division through North Valley Dirt Work and Contracting. Responded to Hurricane Ike in 2008, followed by the Kentucky ice storms in 2009, and the 2011 Alabama tornadoes. Equipment included two (2) grapple trucks, three (3) dump trailers. Tasks included: Managing of employees, scouting of areas for cleanup, and operating grapple trucks.



- **2006 – 2008 North Valley Dirt Work and Contracting.** Opened a commercial development division. Tasks included: 150-200 acres subdivisions, permitting, bidding of projects and managing from start to finish. Managing 25-30 of our own employees along with hiring, scheduling and managing subcontractors to construct the sub-divisions.
- **2005 – 2007: Beevers Construction.** Founded company and began building custom homes as well. I continued to supervise both companies. Custom Home building tasks consist of: Permitting, construction of the house pads, roadwork, and underground utilities, supervising all subcontractors for the concrete, framing, roofing and interior design of homes until completion.
- **2001 – 2007: North Valley Dirt Work and Contracting.** Originally supervised 15-20 employees during preliminary dirt work of constructing custom homes and small businesses. Preliminary work consisting of house pads, septic systems, underground utilities, roads and drainage. Tasks included: bidding of jobs, ordering of materials, scheduling, and completing jobs on time.

EDUCATION/CERTIFICATIONS

- OSHA 10-hour safety training
- OSHA 40 HAZWOPER

Karl A. Dix, III, FEMA Liaison, Project Superintendent

Mr. Dix's experience includes Project Management; Quality Control of operational and administrative functions to ensure FEMA eligibility, compliance with State regulations and adherence to contract specifications; review of FEMA eligibility and processing of FEMA paperwork; training sessions with clients; and development of new record-keeping systems. His responsibilities include developing business relationships with current and potential clients; development of strategic plans; and management of assigned projects.

PROFESSIONAL EXPERIENCE

- **Oregon Wildfire Recovery 2020 – Current.** Operations Planner for Oregon Department of Transportation providing Hazard Tree Removal Services for Operational Branch 1: Archie Creek Fire, Douglas County, Operational Branch 5: Thielson Fire, Douglas County and Operational Branch 6: Two Four Two Fire, Klamath County.
- **Oklahoma Ice Storm 2020.** Provided operational oversight for debris removal in 5 cities following an ice storm.
- **Hurricanes Laura, Hanna, Sally, Delta, and Zeta 2020.** Provided operational oversight for 13 individual contract activations across Louisiana, Texas, and Florida.
- **Linn County, IA Derecho 2020.** Operations Planner for removal, reduction, and disposal of derecho generated debris.
- **California Wildfires 2019 – 2020.** Operations Planner for the CalRecycle clean-up project for hauling and disposal of debris generated by the Camp Fire wildfire in North-Central California in 2018, which is the largest debris mission in California in more than 100 years.
- **Hurricane Michael 2018.** Operations Planner for the USACE ACI Restricted SAD Region activation in 13 Georgia Counties for the clean-up of debris generated by Hurricane Michael in October 2018.
- **Southeast Tornadoes 2017.** Operational oversight for debris removal and disposal project in the City of Albany, GA.
- **Hurricane Matthew 2016.** Project Manager for Charleston County, SC and Bald Head Island, NC debris removal and disposal projects following Hurricane Matthew in October.
- **Hurricane Hermine 2016.** Project Manager for Glynn County, GA debris removal and disposal project.
- **Oklahoma Ice Storms 2015.** Quality Control and Assurance for debris removal and disposal projects for Oklahoma Emergency Management Authority, Oklahoma City, and Warr Acres following severe winter storms.
- **Winter Storm Ulysses 2014.** Quality Control and Quality Assurance for NCDOT project resulting in the removal and disposal of 300,000 cubic yards of ice storm debris. Reviewed contract for FEMA eligibility and ensured overall project performance to contract specifications.
- **Winter Storm Pax 2014.** Quality Control and Quality Assurance for Columbia County, GA project resulting in the removal and disposal of 500,000 cubic yards of ice storm debris. Reviewed contract for FEMA eligibility, drafted FEMA compliant inter-local agreements and ensured performance of the project to contract specifications.
- **Black Forest Fire 2014.** Project support for El Paso County, CO contract resulting in the removal of over 1,500 fire-damaged trees. Provided operational planning in support of the PM.
- **Mississippi/Alabama Tornadoes 2014.** Quality Control and Quality Assurance to 4 projects resulting in the removal and disposal of 200,000 cubic yards of tornado debris. Oversaw contract negotiations and reviewed contract for FEMA eligibility.
- **Hurricane Sandy 2012-2013.** Program Lead, Project Administration, Safety and Support for multiple projects in NJ and VA. Removed roughly 150,000 CYs across all projects.
- **Hurricane Isaac 2012.** Program lead, project administration, safety and support in response to Hurricane Isaac. Removed over 1,000,000 CY of debris from Mississippi River levees in Plaquemines Parish.
- **Virginia Derecho 2012.** Program Lead/Project Manager for debris site management, grinding and disposal following a derecho event impacting Virginia.
- **North Dakota Flooding 2011.** Program lead, project administration for USACE emergency debris removal and mobile home group site construction missions after historic flooding in spring of 2011 near Minot, North Dakota.

- **Hurricane Irene 2011.** Program Lead, Project Administration, Safety and Support for response to Hurricane Irene's impact on the Atlantic coast. Removed over 110,000 CY of debris on 5 projects.
- **Alabama/Tennessee Tornadoes 2011.** Program Lead, Project Management and Administration, Safety and Support for three debris projects and one haul and install THUs in response to the April tornadoes. Removed over 240,000 CY across two municipal projects.

EDUCATION/CERTIFICATIONS

- Bachelor of Business Administration, Emory University
- Master's of Science in Threat and Response Management, University of Chicago (in progress)
- FEMA IS 100, 631, 632, 700, 701, 703, 800

Tia Laurie, Subcontractor Manager

Tia Laurie provides a background in several fields including quality control, construction, logistics, management, and contracting. Ms. Laurie serves as Qualifying Agent, holding General Contractors Licenses on behalf of Ceres in many states including California, Louisiana, Alabama, Tennessee, Mississippi, Oregon, and South Carolina. Certified in Construction Quality Management by USACE, Ms. Laurie has served in supporting roles on several missions for more than ten (10) years. Additionally, Ms. Laurie is responsible for the overall administrative response to all disaster response and recovery missions, including contracting and subcontracting. She manages the overall development and maintenance of relationships with subcontractors specifically in local areas of pre-event contracts and competitive pricing. Ms. Laurie also provides management in the areas of maintaining and upgrading the database, registration process, and evaluation criteria for subcontractor, as well as creating and executing their training programs.

PROFESSIONAL EXPERIENCE

- **Oregon Wildfire Recovery 2020 – Present.** Director of Administration including subcontracting and contract management for Oregon Department of Transportation Hazard Tree Removal Project.
- **Oklahoma Ice Storm 2020.** Director of Administration including subcontracting, and management of 5 contract activations as a result of the Oklahoma Ice Storm.
- **Hurricanes Hanna, Laura, Sally, Delta and Zeta 2020.** Director of Administration including subcontracting. Managed over 30 subcontractors providing debris collection, reduction, and disposal. While working contract administration on over 13 contract activations.
- **Linn County, IA 2020.** Director of Administration including subcontracting and managing 4 subcontractors and working contract administration.
- **Hamilton County, TN and Jones County, MS Tornadoes 2020.** Director of Administration including subcontracting. Managed 6 subcontractors providing debris collection, reduction, and disposal.
- **Bulk Waste Removal 2020.** Director of Administration including subcontracting. Managed 6 subcontractors providing bulk waste removal to the City of Atlanta and Macon-Bibb County, GA as a result of limited staff due to COVID-19.
- **Paradise and Butte County, CA Fire 2019.** Director of Administration including subcontracting and managing over 23 subcontractors and working contract administration with CalRecycle.
- **Hurricanes Florence and Michael 2018.** Director of Administration for storm operations in a wide geographic area.
- **North Carolina Department of Agriculture 2018.** Director of Administration and Subcontracting Manager for hauling vegetative material for NC farms after Hurricane Florence.
- **Northern California Wildfire Debris Removal 2018.** Subcontractor Manager responsible for hiring all subcontractors for the USACE debris removal project in Lake, Mendocino and Napa Counties, CA following the fires between October and December of 2017.
- **Hurricanes Harvey, Irma, and Matthew 2017.** Director of Administration and Subcontracting Manager for over 50 storm and civil construction projects.
- **Hurricanes Hermine and Matthew 2016.** Subcontractor Manager for over 20 contracts in Florida, Georgia, South Carolina, and North Carolina following two hurricanes in September and October.
- **Louisiana Floods 2016.** Subcontractor Manager for Ceres response to August floods in Louisiana.
- **Winter Storm Cara and Goliath 2015.** Subcontractor Manager for debris removal and disposal projects in Oklahoma following winter storms.
- **Alabama and Mississippi Tornadoes 2014.** Subcontractor Manager for four separate tornado recovery projects in Kimberly, Adamsville, and Graysville, Alabama as well as Lee County, MS.
- **Winter Storm Pax and Ulysses 2014.** Subcontractor Manager for Columbia County, GA and NC DOT ice storm recovery; Recruited and subcontracted companies for hauling, tree work, and grinding.
- **Hurricane Sandy 2012-2013.** Subcontractor Manager recruiting local subcontractors and vendors for Ceres response in New York and New Jersey.
- **Hurricane Isaac 2012.** Subcontractor manager for five separate contracts in response to Hurricane Isaac. Ceres provided recovery services to Jefferson Parish, Kenner, Livingston Parish, Denham Springs and St. Bernard Parish.
- **Winter Storm Alfred 2011.** Subcontractor Manager for response to unseasonal snowstorm in the Northeast. Ceres managed over 320,000 CY of debris in two locations.

- **Hurricane Irene 2011:** Subcontractor Manager for Greenville, NC response and recovery efforts. Recruited local and specialty subcontractors for hurricane debris cleanup.
- **Alabama Tornadoes 2011.** Subcontractor Liaison; recruited local and specialty subcontractors and vendors to provide services for tornado cleanup.
- **Haiti Earthquake 2010.** Subcontractor Liaison identifying specialist organizations & sea transport.
- **Ice Storms 2009.** Subcontractor Liaison identifying and coordinating qualified subcontractors for debris removal from county rights-of-ways in Kentucky.
- **Hurricanes Dolly, Gustav and Ike 2008.** Subcontractor Liaison screening and coordinating qualified subcontractors for debris removal, processing and disposal operations.
- **Floods 2008.** Subcontractor Liaison identifying and coordinating qualified subcontractors for debris removal due to Cedar River flooding in Iowa.
- **Military Stars, Orion International 2007-2008.** Account Executive researching, identifying, and capturing of new clients providing opportunity for hiring of transitioning military personnel.
- **Centex Homes 2005-2007.** Purchasing Agent managing contract negotiations for residential communities; Management of land developers, architects, and general contractors.
- **U.S. Army Corps of Engineers, Captain 1999-2005.** Battalion Logistics/Supply Officer, Detachment Commander, Company Executive Officer, and Topographic Platoon; awarded Bronze Star Medal for her bravery and meritorious service with USACE.

EDUCATION/CERTIFICATIONS

- Master's degree, Engineering Management, University of Missouri (Rolla)
- Bachelor's degree, Engineering Management, U.S. Military Academy, West Point, New York
- Engineer-In-Training (EIT/FE): Registered in New York, 1999
- FEMA certified IS-10, ICS-200, IS-102, IS-632, NIMS IS-700
- USACE CQM certified
- Red Cross Disaster Services certified

Personnel (Alphabetically by Last Name)

Omar Arroyo, EHS Manager

Mr. Arroyo has more than 17 years of professional experience in safety management. He has worked in various fields including debris management, civil construction, new construction and oil, dealing with all aspects of Environmental Health and Safety Management and Training.

PROFESSIONAL EXPERIENCE

- **Ceres Environmental Services 2017 – Present.** Site Safety and Health Officer. Vegetative, construction and demolition, and metal debris removal from local municipality Rights-of-Way (ROW) and other eligible public property in the U.S Virgin Islands for the USACE ACI project following hurricanes Irma and Maria. Work also included site preparation, debris reduction - chipping/mulching/grinding, and debris disposal.
- **PES Performance Energy Services 2015-2016.** HHSE Site Safety Supervisor in Beaumont, Texas conducting daily equipment inspections, confine space audits, air sampling for confined space, confined space rescue procedures, daily mass safety toolbox meetings, Air Liquide safety and production meetings, safety record keeping, first aid, incident investigations, daily safety audits, inspection and control of safety equipment, fire watch training, confine space training, lockout/tag-out training and new hire orientations.
- **Saxon Constructions PES 2015.** HSSE Site Safety Manager for Williams Station 520 Pipeline project in Jersey Shore, Pennsylvania and Devon/E-Link Terminal project in Cuero, Texas. Responsible for daily audits of work being performed, daily field equipment inspections, equipment training, PRE TASK ANALYSIS (PTA) audit and training, held the daily all employees safety meeting, met with the client HSSE for any concerns and correction, job specific overview, employee orientation, incident reporting, near miss reporting, record keeping, and continue to strive for a zero incident and accident free work place for all employees.
- **Titan 360 Industrial Services 2014-2015.** HSSE Site Safety Manager coordinating a project at Trunk line in Lake Charles, Louisiana overseeing 85 employees. My duty and responsibility was to conduct daily safety meetings within the company and the client, daily safety audits on employee behavior, permits, and company (JSA), daily equipment inspection, record keeping, first aid case management, attend and participate in client turnaround safety progress, monitor and conduct SCBA breathing air equipment inspection and proper function prior to job task, and incident reporting/investigation.
- **Total Safety 2014.** HSSE in Busan, Korea working as a third-party safety representative for Nobel and Shell at a shipyard reconstructing the Nobel Discoverer ship oil driller. Duties and responsibilities were to be part of the Shell and Nobel safety HSE team to contribute as a third-party safety representative in the daily work activities such as safety daily audits and inspections on hot work activities, confine space, permit and JSA audits, evacuation drills. Conducted safety meetings, record keeping, and daily inspection on equipment, tools and safety equipment.
- **KBR Kellogg Brown & Root 2012-2013.** HSSE Site Safety Manager. Conducted safety audits and meetings, performed daily equipment and apparatus inspections, first aid case management and related record-keeping.
- **BP 2010-2012 HSSE Site Safety Turnaround Manager.** Managed and oversaw safety field turnaround for several units. Conducted weekly mass safety meetings, daily audits and inspections, reporting for near miss and first aid, and performed relevant recordkeeping.
- **STARCON International, Inc. 2001-2010 HSE Safety Supervisor.** Performed daily audits and inspections, permit training, oil rig basket training, SCBA training and fire watch training. Maintained company and refinery compliance and recordkeeping, supervising various units for turnaround work and implementing company site standards. Performed unit orientations for new hired team members for the turnaround, equipment inspection and purchasing, daily toolbox team safety meetings. Conducted daily permit and JHA audits for compliance, JHA training, recordkeeping, and conducted near miss and incident investigations.

EDUCATION/CERTIFICATIONS

- San Jacinto College Central Campus Two Years, Courses Studied:
 - EPCT- Introduction to Environmental/Health
 - EPCT- Principals of Industrial Hygiene
 - OSH- Safety Program Management
 - OSH- Physical Hazards Control
 - OSH- Accident Prevention, Inspection, and Investigation
 - OSH- OSHA Regulation General Industry
- College of the Mainland (Conducting Safety Audits)
- OSHA 30 Hour Construction
- Construction Site Safety Technician CSST Certification
- Construction Site Safety Technology CSST Certification
- Construction Site Field Safety CSST Certification
- Construction Site Safety Supervisor CSST Certification
- Industrial Toxicology Certification
- GHS and OSHA Hazardous Communications Certificate
- First Aid-CPR-AED Certification #1M39060022

Donald Bauer, Grinding Operations Manager

Mr. Bauer has been involved in disaster recovery resulting from a wide variety of natural disaster recovery as a Project Manager with Ceres Environmental Services, Inc. Mr. Bauer is highly skilled in Emergency Operations Debris Removal for Hurricanes, Major floods and tornados.

PROFESSIONAL EXPERIENCE

- **California Wildfires – Camp Fire, Butte County 2019.** Grinding Operations Manager for the CalRecycle clean-up project for hauling and disposal of debris generated by the Camp Fire wildfire in North-Central California in 2017.
- **Hurricane Michael 2018.** Grinding Operations for work in Georgia.
- **Hurricanes Florence 2018.** Grinding Operations Manager in North and South Carolina for the clean-up of storm debris in September.
- **Hurricanes Harvey 2017.** Grinding Operations Manager for the disaster recovery projects in Florida and Texas.
- **Southeast Tornadoes 2017.** Grinding Operations Manager for debris removal and disposal project in the City of Albany, GA.
- **Hurricanes Hermine 2016.** Grinding Operations Manager for Glynn County, GA debris removal and disposal project.
- **Livingston Parish Waterway Cleanup 2015.** Grinding Operations Manager for the removal of vegetative, C&D and white goods debris removal in Louisiana.
- **Alabama Tornadoes 2014.** Grinding Operations Manager for Ceres response in several Alabama cities damaged by May tornadoes.
- **Winter Storm Pax 2014, Guilford County, NC.** Grinding Operations Manager for the cleanup and disposal of over 400,000 cubic yards of debris.
- **Hurricane Sandy 2012-2013.** Grinding Operations Manager for Ceres response in New York and New Jersey.

Stanley D. Bloodworth, Project Manager

Mr. Bloodworth has more than 35 years of Project Management experience in the construction and disaster recovery industry. His professional career includes a 25-year tenure with the U.S. Army Corps of Engineers, where he held a variety of construction planning and management roles. After leaving the Corps, he entered the private disaster recovery industry serving as a project/program manager, senior project manager, operations manager and vice president of operations. He is a highly skilled, boots-on-the-ground manager of disaster recovery projects, specifically those requiring expertise related to removal, reduction and final disposition of vegetative, construction, demolition and hazardous debris.

PROFESSIONAL EXPERIENCE

- **Oklahoma Ice Storm 2020.** Project Manager for debris removal in 5 cities following an ice storm.
- **Hurricane Sally 2020.** Performed as Project Manager for Santa Rosa County, FL and Escambia County School Board as a result of Hurricane Sally.
- **Hamilton County, TN 2020.** Project Manager for collection, reduction, and disposal of tornado generated debris in Hamilton County, TN.
- **Emergency Watershed Protection August 2019 – Current.** Performed dual roles as Senior Project Manager/Operations Planner for emergency channel debris removal for Livingston Parish, LA.
- **Hurricane Michael 2018 – 2019.** Senior Project Manager in Dougherty County and City of Albany, GA for clean-up after Hurricane Michael, FL. This project was eventually overtaken by the USACE ACI SAD Region Restricted contract activation, at which time Mr. Bloodworth maintained an oversight role until the USACE ACI project was completed in early 2019. Ceres was reactivated at that time in order to complete the clean-up and disposal work for the County and the City; Mr. Bloodworth maintained his position and participation through the entire project.
- **Hurricane Maria 2017.** Project Manager/Operations Planner for the Puerto Rico Department of Transportation (DTOP) Disaster Recovery Project. Mr. Bloodworth worked closely day to day with DTOP Representatives ranging from the Secretary of Transportation to local Municipal Mayors and District Managers. Mr. Bloodworth prepared and implemented a successful Operations Plan that provided an operations solution expediting a re-establishment of adequate transportation routes for such activities as emergency services, utility repairs, reopening schools, citizen access and a very important return of commerce. The Operations Plan included accurate scheduling of all activities related to debris removal and disposal and provided successful tool for budgeting public fund expenditures for DTOP disaster recovery.
- **Hurricane Irma 2017.** Project Manager in Tampa City, FL clean-up following the heavy destruction caused by Hurricane Irma.
- **Louisiana Floods 2016.** Project Manager and Planner for Livingston Parish project involving clean-up following heavy rains and flooding in Louisiana in August 2016. Mr. Bloodworth expertly organized over 20 different subcontractors with more than 100 debris removal trucks for this project. Mr. Bloodworth provided these subcontractors with a detailed operations plan to begin concurrent debris removal efforts in all areas affected by the flood. Mr. Bloodworth ensured proper removal and disposal/recycling of many different classifications of flood related debris, including C&D, Household Hazardous Waste, E-waste, and White Goods. Total debris removed: over 1,000,000 CY.
- **Texas Floods 2016.** Project Manager in Bastrop County following flooding in the county.
- **Winter Storm Goliath 2015.** Project Manager for clean-up of several cities and counties under the Oklahoma Emergency Management Authority following Winter Storm Goliath over Christmas 2015.
- **Winter Storm Pax 2014.** Operations Manager for Columbia County clean up after Winter Storm Pax. Managed removal and disposal of over 500,000 CY of debris.
- **June Microburst Storm 2013.** Project Manager for cleanup project of debris and tree removal in Albemarle, NC following a summer microburst storm.

- **U.S. Army Corps of Engineers 2006-2011.** Numerous large-scale U.S Army Corps of Engineers, multiple state DOT and municipality debris removal and heavy construction contracts. Specifically, two debris removal and one heavy construction contract with the Minneapolis-St. Paul District Army Corps of Engineers. These USACE contracts were part of the recovery effort following the Mouse River Flood of Spring 2011 in Minot, North Dakota Duties required and successfully completed, included constant, 24/7 communication and availability with the Minot, USACE Disaster Recovery field office. Possessed complete knowledge and responsibility of all contract operation management functions. Retained full authority as company officer to commit to any/all requirements of the contracts including preparation, negotiation and execution of any additional contracts or change order/ modifications. Managed preparation and implementation of all aspects of Quality Control, Accident Prevention, Regulatory and Operation Planning. Worked closely with local and state officials to ensure compliance with permits and licensing. Supervised subordinate managers.
- **2004 – 2006: Program/Project Manager** for Disaster Recovery Operations where he served on numerous disaster recovery contracts including:
 - 2004 Hurricane Charley Tampa, Orlando, Deltona, Daytona, Florida
 - 2004 Hurricane Frances, Tampa, Daytona, Jacksonville, FL
 - 2004 Jeanne, Daytona, FL
 - 2004 Tropical Storm Ivan, Perdio Key, FL/Pensacola Beach, FL
 - 2004 Tropical Storm Dennis,
 - 2005 Hurricane Katrina, Louisiana
 - 2005 Hurricane Wilma, Miami
 - 2008 Hurricane Ike, Galveston, TX

EDUCATION/CERTIFICATIONS

- USACE certifications including: CQM, materials laboratory technician, flexible pavement and concrete inspection, nuclear density operator, civil engineering technician
- OSHA 30
- CPR/First Aid
- Coursework, University of Mississippi

Everett Bond, Project Superintendent

Mr. Bond has managed projects since 2016 supervising and managing storm debris removal teams for major disaster recovery projects with Ceres. Mr. Bond's responsibilities were maintaining contract schedules and detailed agreements, communicating with senior project management and lead superintendents to make sure any foreseen issues, opportunities and company change orders and conducted superior oversight of site and subcontractor performance

PROFESSIONAL EXPERIENCE

- **California Wildfires – Camp Fire, Butte County 2020 – Current.** Project Superintendent for the CalRecycle removal of hazardous trees generated by the Camp Fire wildfire in North-Central California in 2017.
- **Deatrick Engineering Associates, Orlando, FL 2019 – Current.** Inspector responsible for performing various asphalt, earthwork, concrete, masonry, cement, and aggregate testing, both in the field and the laboratory. Ensure jobsite tests and inspections are performed as required or requested by a contractor, architect or engineer as well as being performed per AASHTO, ASTM, ACI, FDOT or other required methods and specifications while working closely with the Laboratory Manager in supervising lab technicians and lab testing.
- **Camp Fire, Butte County 2019.** Divisional Supervisor for the campfire project in Paradise, CA leading 45 individuals during wildfire debris cleanup effort.
- **Hurricane Michael 2018.** Senior Quality Control Manager and Supervisor in Georgia for the cleanup of debris in October of 2018.
- **Hurricane Florence 2018.** Senior Quality Control Manager and Supervisor for North and South Carolina, managing multiple city and county contracts for clean-up of storm and flood debris in September 2018.
- **Kablelink 2016 – 2018.** Cable Installation Technician installing entertainment, networking, and security systems and responding to repair calls while keeping customer satisfaction.
- **Broadband Interactive 2001 – 2016.** Disconnection Technician communicating with customers and companies to resolve and uninstall cables.

EDUCATION

- Bachelor of Science in Sport and Fitness, University of Central Florida 2011
- Associates of Art, Valencia Community College, 2008

CERTIFICATIONS

- OSHA 30 Construction
- OSHA 40 Hazwoper
- Flagger
- Jones NCTI

Jonathan Campos, Project Superintendent

Mr. Campos has over 15 years of experience in emergency response. While with the United States Air Force, he managed crews at numerous emergencies, managed and tracked equipment, reviewed and drafted standard operating guides and used language skills to communicate with Spanish and Italian speakers in times of crisis. After leaving the United States Air Force, Mr. Campos wanted to continue his career in emergency response by serving as Project Superintendent for Ceres.

PROFESSIONAL EXPERIENCE

- **Hurricane Michael 2018.** Project Superintendent during emergency response debris removal in Jackson County, FL
- **Hurricane Maria 2017 – 2018.** Project Superintendent responsible for collecting vendor quotes, tracked project deliverables and revamped vehicle fleet while conducting operations in Puerto Rico.
- **Hurricane Dorian 2018.** Project Superintendent perform disaster debris removal, reduction and disposal in Horry County.
- **United States Air Force 2018.** Training Director created plans and developed annual training plan for 32 personnel. Facilitates training through various means including instructor-led training, self-study and e-learning; builds strong relationships between key stakeholders and employees. Implements and tracks training requirements for all personnel. Conducts ongoing needs assessment to facilitate multi-level training and advancement. Reports monthly metrics to Fire Chief and Executives. Creates and justifies annual budget for outside courses, guest instructors and additional needs.
- **United States Air Force, 2016** Logistics Director. Ensured strict compliance with the Federal Acquisition Regulation (FAR) while executing annual budgets for the fire department. Planned/Requested/Executed \$3.5M funds for fire department operational and contractual requirements. Managed & tracked \$1.5M worth of equipment, wireless communications, and information technology assets and enabled training and certification of 18 emergency dispatchers and 32 DOD level II, antiterrorism officers.
- **United States Air Force Emergency Communications Center 2015** Directed communications amongst 10 agencies for over 1,000 alarms on aircraft & building emergencies. Identified undisclosed classified military base security risks as mission assurance assessment team member. Facilitated operations, training and maintenance for four person, 24-hour base emergency communication center. Drafted and executed \$700K contract for 20 phone lines, 215 building alarm system, and office furniture items
- **United States Air Force, Fire Departments 2014** Geographical Area Manager and Incident Commander. Reviewed and drafted 100+ standard operating guides, oversaw daily operations for 18 stations/8 bases. Controlled and commanded crews at numerous man-made and natural incidents/emergencies. Coordinated with emergency and non-emergency entities to ensure the protection of life, property and incident stabilization. Developed team cohesiveness for American, Korean, Italian, & British firefighters while stationed abroad. Planned, coordinated, and deployed various strike and task forces during various emergencies and non-emergency situations. Established fire department and airfield operations at remote bases with limited home-station equipment/supplies. Used local resources to accomplish mission by establishing agreements and understandings while conducting ethical business negotiations.

EDUCATION

- Master of Arts – International Relations, University of Oklahoma 2017
- Bachelor of Arts – Sociology, Ashford University 2012
- Associate of Applied Science and Fire Science, Community College of the Air Force 2009
- U.S. Air Force Senior Leadership and Management, Air University, 2018
- U.S. Air Force Leadership and Management, Air University, 2016
- U.S. Air Force Leadership, Air University, 2009
- Department of Defense Fire Academy, Goodfellow Air Force Base, 2004

CERTIFICATIONS

- National Registry EMT
- Emergency Response to Terrorism
- Incident Command System 300, NIMS
- Incident Command System 400, NIMS
- Fire Department Health and Safety Officer
- Fire Department Incident Safety Officer
- Fire Inspector I & II
- Fire Officer I, II, & III
- Hazardous Materials Incident Commander
- Hazardous Materials Technician
- HazMat Awareness and Operations
- Public Telecommunicator I/I
- Rescue Technician I
- Competent Communicator, Toastmaster's International

VOLUNTEER SERVICE

- Curry County Local Emergency Response Committee, 2016 – Present (Member)
- Southern Nevada Burn Center, 2010

James Cooley, Project Superintendent

Mr. Cooley has 19 years of experience as a Project Superintendent responding to natural disasters. For 15 years as a Construction Superintendent, Mr. Cooley supervised every aspect of the removal, replacement, and building projects on large construction projects. Reporting on progress, handling bids, handling and managing contracts while ensuring the importance of quality control and subcontractor coordination responsibilities.

PROFESSIONAL EXPERIENCE

- **Hamilton County, TN Tornado 2020.** Project Superintendent in Hamilton County, TN for tornado generated debris collection, reduction, and disposal.
- **Camp Fire, Butte County 2019.** Project Superintendent for the CalRecycle cleanup project for hauling and disposal of debris in North-Central California in 2017.
- **Hurricane Maria 2017 – 2018.** Project Superintendent in Puerto Rico responsible for the clean road hazard debris, managing debris sites, grind material and haul off mulch to final resting place.
- **Hurricane Irma 2017.** Project Superintendent for mulch removal and site restoration on several debris management sites in Southern Georgia and South Florida.
- **Hurricane Harvey 2017.** Project Superintendent for the City of Pearland, Texas.
- **RTD Construction 2016 – 2017.** Superintendent for the Southside Pump Station Improvements in Greenville, NC. Overseeing and laying out all concrete work, piping and mechanical work, staying on top of material being delivered to ensure proper shipments and that material matched what was submitted and approved, and scheduling subcontractors.
- **Ceres Environmental Services, Inc. 2016.** Superintendent for the Reach G2B Levee construction project in Dulac, LA. Supervising operators on the levee and at the pit to insure everyone was safe and productive as trucks hauled the excavated material from one site to the other, ordering the correct amount of trucks for each day to reach optimal production, scheduling all personnel daily, scheduling, overseeing the control structures, and direct installation of several hundred tons of riprap stone on the berms of the levee.
- **Layne Heavy Civil 2015 – 2016.** Superintendent responsible for overseeing the industrial water line upgrade/replacement construction project for Stennis NASA Base in Stennis, MS.
- **M.E.B. General Contractors 2012 – 2014.** Superintendent for the Rocky Pen Run WTF project in Stafford County, VA.
- **T.A. Loving Company 2012.** Superintendent overseeing the construction project for a new wastewater pump station for Camp Lejeune Marine Corps Base in Goldsboro, NC.
- **T.A. Loving Company 2011 – 2012.** Superintendent for the City of Richmond WWTP UV and Electrical Upgrade project in Goldsboro, NC. Responsibilities consisted of assisting the site superintendent on tightening up the outlying areas of the job so that he could oversee them in one confined area.
- **T.A. Loving Company 2009 – 2011.** Superintendent responsible for the removal and expansion of Aquia WWTP Nutrient. Responsibilities consisted of procurement of material, scheduling and supervision of company employees and subcontractors, pre and final inspections of various civil, structural, mechanical, and electrical installations. Safety audits, safety meeting with company employees, and weekly coordination meetings were also conducted.
- **T.A. Loving Company 2005 – 2009.** Superintendent performing oversight on several water and water waste plants as well as expanding and upgrading the City of Kinston WWTP, Morehead City WWTP, and Harnett County WTP.
- **TA Loving 2001 – 2005.** Electrical Superintendent responsible for supervising the field crews, electrical planning, bidding, material procurement and submitting packages to our in-house electrical division.

EDUCATION/CERTIFICATIONS

- Johnston Community College, Smithfield, NC
- OSHA 10
- First Aid/CPR

Brad Deville, Superintendent

Mr. Deville has nearly 20 years of experience in equipment and mechanical issues. He has worked as a manager both in house and in the field on heavy civil construction jobs. Mr. Deville has experience in managing multiple projects at once, sorting priorities on each project assigned and managing equipment and personnel for multiple jobs and job sites.

PROFESSIONAL EXPERIENCE

- **Kuykendahl Detention Basin 2015 – Present.** Superintendent for excavation of stormwater detention basins in Harris County, Texas.
- **Falgout Canal Road Levee Segment 2015.** Superintendent for a 4-mile stretch of levee as part of the Morganza-to-the-Gulf project to protect Terrebonne and Lafourche parishes in Louisiana.
- **Ward 7 Levee Improvement and Extension 2014.** Superintendent for levee reconstruction project in Terrebonne Parish, Louisiana
- **Reach G2B and Reach G 2-c Earthen Levees 2014.** Superintendent for flood control levees in Terrebonne Parish as part of the Morganza-to-the-Gulf project.
- **Reach H-1 Levee 2013-2016:** Superintendent for Reach H-1 levee, connecting Reach G-2 with Reach H-2 segments of the Morganza-to-the-Gulf project.
- **Reach F Earthen Levee 2013-2015:** Superintendent for levee segment of Reach F, part of the Morganza-to-the-Gulf project in Terrebonne and Lafourche parishes in Louisiana.
- **Shop Manager, Ceres Environmental Services, Inc., 2012 – 2015.** Oversaw all maintenance of equipment in Ceres shop, located in Houston, TX. Manager of all employees in the shop.
- **Operator/Mechanic/Shop Supervisor, Luhr 1997 – 2012.** Started out as operator of heavy equipment for two years. Moved up to mechanic for two years, in charge of solving mechanical issues and spent the nine years as a Shop Supervisor, supervising shop and employees.
- **Owner, Trucking Company 1990 – 1997.** Owned and operated trucking company. Hauled and received contracts for hauling.

EDUCATION/CERTIFICATIONS

- OSHA certified
- Diesel Mechanic courses
- OSHA Safety Courses
- HazMat trained

Huey Deville, Quality Control Manager

With more than 35 years of construction management experience, Mr. Deville is an experienced supervisor and field manager capable of concurrently supervising multiple crews and projects. He is an experienced equipment operator, project estimator, manager, and surveyor with construction experience in commercial, residential and disaster recovery areas of specialty. His broad experience, commitment to quality and safety, technical expertise, and natural leadership skills makes Mr. Deville a highly valuable asset to our Supervisory team.

PROFESSIONAL EXPERIENCE

- **Houston, TX 2019 – Current.** General Superintendent/Manager overseeing the construction of multiple detention/retention ponds. Responsible for coordinating and managing subs, ordering materials, tracking cost, scheduling equipment and keeping good relations with clients.
- **Louisiana Civil Construction 2017 – 2019.** General Superintendent/Manager overseeing multiple projects ranging from DOTD work installing median cable barriers, new streets, pedestrian bridges, street improvements, highway improvements, new building sites and parking lots for the cities within LA.
- **Miami-Dade County, FL C-111 Detention Pond 2016 – 2017.** General Superintendent/Manager responsible for coordinating and managing subs, ordering materials, tracking cost, scheduling equipment and keeping good relations with clients.
- **Louisiana Levee Construction 2013 – 2016.** General Superintendent for Terrebonne levee projects, overseeing five levee projects over \$45 million – responsible for coordinating managing subs, ordering materials, tracking cost, scheduling equipment and keeping good relations with clients.
- **Hurricane Isaac 2012.** Area Manager for ROE and PPDR projects in St. Bernard Parish, LA.
- **Mountrail County, ND April – October 2012.** Project Manager for Palermo Road grading, aggregate surfacing, signing and incidentals.
- **Minot, North Dakota Flood Recovery 2011.** Project Superintendent/Manager: supervised all Levee breach repair - responsible for coordinating with USACE, scheduling work, resourcing labor and equipment.
- **Minot, North Dakota Flood Recovery 2011.** Project Superintendent/Manager: supervised all Emergency levee removal in Minot, Sawyer, and Burlington - responsible for lining sub-contractors up, made sure they complied. Finished job ahead of schedule.
- **Alabama Tornadoes 2011.** Site Manager for USACE ROE Debris Removal project in Lawrence and Limestone Counties, Alabama.
- **Alabama Tornadoes 2011.** Project Superintendent for Jefferson County, Alabama. Assisted with management of removal and reduction of over 1 million cubic yards of tornado debris.
- **Birdland Park Levee Improvements.** Surveyor, Des Moines Iowa, Survey site, built 3D tin surfaces for the Project, set up GPS equipment
- **Little Calumet River Flood Prevention Project.** Surveyor/Superintendent, Indiana, Survey site, set up GPS equipment, built 3D tin surfaces for project and supervised the construction of the concrete retaining wall
- **Puerto Rico Rio Fajardo Flood Control Project.** Surveyor. Responsible for all layouts, constructing job from data input, building 3D surface tins, designing a 60-acre Mitigation flood plain for Mangrove Trees, and Cross section with quantity reports.
- **Nassau Drive Subdivision and Drainage Work.** Supervised all layout and grade control.

- **Hurricane Katrina 2005 – 2007.** Private Property Debris Removal project, New Orleans LA: Field Supervisor. Responsibilities included crew supervision, production and quality, scheduling and crew assignments, PPDR site inspections, enforcement of safety and quality standards, and documentation and record keeping. Levee reconstruction projects in Plaquemines Parish, LA: Site Superintendent. Responsible for crew supervision, compliance with project and USACE safety requirements, production quality, and equipment operations and maintenance, daily reports and inspections, and oversight of survey teams. Emergency levee repair project, St. Bernard Parish, LA: Site Superintendent. Site Superintendent, Lafreniere Park Restoration project, Metairie, LA Site Superintendent, Caminada Restoration Project, Grand Isle LA. Restoration included proper capping of the entire site to meet local landfill requirements. Demolition Project, Hurricane Katrina response mission: Field Supervisor. Responsible for management of demolition crews, including subcontract crews, and conformance to strict company and USACE protocol specific to emergency demolition operations.

EDUCATION/CERTIFICATIONS

- OSHA 10-hour safety training
- CPR First Aid Certified

Patricia Deville, Project Superintendent

Ms. Deville has over 20 years of supervisory experience in the construction field including personnel and subcontractor management, agricultural recycling operations, debris management, yard waste processing, landfill restoration/cover, and new civil construction. Ms. Deville also has experience operating heavy equipment, logging, and grinding equipment. Her management duties as a Site Superintendent includes supervision of material receipts, production and sales; maintenance scheduling; crew and production scheduling; production operations; cost control and reduction; and enforcement of site safety requirements. Her experience managing debris removal operations for Hurricanes Frances, Jeanne, Katrina, Ike, Gustav, the Ice Storm of 2009 in Kentucky and several Civil Construction Projects makes Ms. Deville an invaluable resource to Ceres in performance of contract and emergency debris removal operations and civil construction.

PROFESSIONAL EXPERIENCE

- **Hurricane Laura 2020 – Current.** Project Manager in Cameron Parish, LA for the collection, reduction, and disposal of Hurricane Laura generated debris.
- **HCFCD Aldine-Westfield Stormwater Detention Basin 2019.** Project Superintendent and QC for building substantial drainage systems and excavating a flood control basin in Harris County, TX.
- **Hurricane Maria St. Croix, VI- 2018 – 2019.** Project Superintendent for Debris Management Site segregating debris for proper recycling and removal.
- **USACE - Central Everglades Reservoir Project 2017 – 2018.** Project Superintendent and QC building reservoir levees in the Everglades of Florida.
- **Hurricane Matthew 2016.** Project Superintendent for Indian River County, FL for contract activation. Ceres removed nearly 100,000 CY of vegetative debris from the County rights-of-way. Worked with local officials and managed all debris removal and recycling of storm related debris.
- **Morganza to the Gulf Levee System 2013 – 2017.** Project Superintendent and QC for Levee's Reach F, Reach E, and Supervised 5 Excavation Pits for 5 Levees total excavating roughly 4 million CY dirt between all projects.
- **Hurricane Isaac 2012.** Project Superintendent for the City of Kenner. Ceres removed almost 54,000 CY of vegetative and C&D debris, including bagged mixed debris, from the City rights-of-way in three weeks.
- **Haiti Earthquake 2010 – 2012.** Acting as Project Superintendent for Truitier Landfill Debris Site Management Project in Port-au-Prince, Haiti for the Haitian Ministry of Public Works.
- **Ice Storms 2009.** Debris Removal Project Superintendent - worked with local officials and managed subcontractors for the 2009 Ice Storm in Hardin County, KY.
- **Hurricane Gustav 2008.** Debris Removal Project Superintendent - worked with local officials and managed subcontractors in East Baton Rouge, LA.
- **Hurricane Ike 2008.** Debris Removal Project Superintendent - worked in coordination with the USACE for TXDOT Emergency Road Clearance in the City of Kemah and Chambers County, TX.
- **Hurricane Katrina 2005 – 2007.** Field Supervisor in coordination with the U.S. Army Corps of Engineers in Livingston and Jefferson Parish, LA.
- **Hurricanes Frances and Jeanne 2004 – 2005.** Field Supervisor for SWA debris removal in Palm Beach County, FL.
- **Site Supervisor 2002 – 2006.** Supervision of receipt of recyclable materials, heavy equipment operations, grinder operation, researching and allocating future revenues, soil testing and compliance with outside agencies, maintaining product quality and overseeing proper ratios of soil mix recipe's, contaminant identification and segregation, and supervision of production and sales. Duties also included scheduling and completion of preventative maintenance for equipment; managing site personnel and scheduling work tasks; provision of weekly safety training for site personnel and enforcement of site safety requirements; and daily production reporting.

- **Assistant Manager 1999 – 2002.** Supervision of receipt of recyclable materials, contaminant identification and segregation, heavy equipment operator, scheduling and dispatching outgoing mulch sales, inventory and ordering supplies, documentation of equipment maintenance, parts, fuel usage, and daily sales. Performed land-clearing operations including operation of CAT 330 and 320 excavators, D6 dozer, IT-38-wheel loader/grapple with root rake, and log skidder equipment. Responsible for operating various equipment to clear sites in preparation for dirt construction, reading blueprints and determining which trees were to be felled and burned, chipped, or logged based on contract and print requirements, assisted heavy hauler driver in loading and unloading various types of heavy equipment onto a low boy. Responsible for the operation and maintenance of a horizontal grinder at a grinding site. Maintained and operated equipment, managed quality of material receipts and identified/removed contaminants, managed production rates and finished product quality.

CERTIFICATIONS/TRAINING

- Hazardous Materials Awareness (8-hour course)
- 40 Hour Hazwoper Certification
- FEMA certified NIMS IS-100, IS-200, ICS 300, ICS 400, & IS-700
- OSHA 10
- CPR/First Aid
- Fire Prevention and Protection, Emergency Response
- Ceres Authorized Equipment Operator (all); Grinder Operator (horizontal and tub)

John Gallicchio, Project Superintendent

Mr. Gallicchio has twenty-six years of experience as a Project Superintendent with Ceres Environmental Services, Inc. overseeing and managing disaster recovery, demolition and construction projects. Mr. Gallicchio's professional work ranged from management oversight and coordinating to communicating with the U.S. Army Corps of Engineers.

PROFESSIONAL EXPERIENCE

- **Hurricanes Michael and Florence 2018 – 2019.** Provided management oversight for 13 individual contract activations in jurisdictions across North Carolina, South Carolina, Florida and Georgia
- **Hurricanes Irma and Harvey 2017.** Provided management oversight for disaster recovery projects in Florida and Texas.
- **Southeast Tornadoes 2017.** Project Superintendent for disaster recovery projects in Georgia and Louisiana following early tornadoes.
- **Louisiana Levee Construction 2013 – 2016.** Project Superintendent for Terrebonne levee projects.
- **Moore, OK Tornado 2013.** Senior Project Superintendent responding to the City of Moore, Oklahoma following an EF5 tornado.
- **Hurricane Sandy 2012 – 2013.** Project Superintendent for Ceres response in Point Pleasant Beach, NJ.
- **Hurricane Isaac 2012.** Project Superintendent for five separate contracts in response to Hurricane Isaac.
- **North Dakota Flooding 2011.** Operator for emergency levee removal and repair projects after historic flooding in spring of 2011 near Minot, North Dakota.
- **Hurricane Ike 2008.** Project Superintendent debris removal in Texas and Louisiana.
- **Hurricane Gustav 2008.** Project Superintendent for the debris removal and disposal and trimming and removal of hazardous trees in Louisiana.
- **Hurricane Katrina 2005 – 2007.** Project Manager/Operator for the cleanup and Restoration of Lafreniere Park damaged by hurricane and storm surge in Grand Isle, Louisiana and demolition of approximately 50 damaged homes in Metairie, Louisiana.
- **Hurricane Katrina 2005 – 2006.** Project Manager for the debris collection, reduction and disposal in the City of Biloxi, MS.
- **U.S. Army Corps of Engineers; Louisiana 2005 – 2007.** Superintendent Oversight of crews operating directly with Parish presidents, FEMA personnel and Representatives with USACE
- **Hurricane Jeanne and Frances 2004.** Superintendent overseeing the debris removal and disposal in Palm Beach, FL.
- **Fort Knox Building Demolition.** Superintendent involved in the demolition of a variety of buildings in Fort Knox, Kentucky.
- **Hurricane Isabel 2003.** Project Superintendent for the debris removal and disposal in Virginia.
- **Hurricane Floyd 1999.** Project Superintendent for the debris removal and disposal in North Carolina.
- **Oklahoma City Tornadoes 1999.** Project Superintendent providing debris removal, managing multiple debris sites, and demolishing damaged residential structures.
- **Hurricane Fran 1996.** Project Superintendent for USACE contract providing debris removal, reduction and site management.

EDUCATION/CERTIFICATIONS

- First Responder
- First Aid CPR, AED, BLS
- ACLS Medical (Advanced Cardiovascular Life Support)
- Certified heavy equipment operator/Instructor 20+ years
- 10+ year carpentry experience
- Certified Flagger 10+ years
- OSHA 40 Hazwoper
- OSHA 29 CFR 19.26.602
- USACE Construction Quality Management for Construction
- Rigger Level 1



Brandon Gelinas, Project Superintendent

Mr. Gelinas has over 15 years of experience in multiple aspects of emergency response. He has spent eleven years with Citrus County Fire Rescue as a state certified Firefighter assisting in water rescue, public safety and hazmat operations. After leaving the rescue team he wanted to continue his career in responding to emergency services by serving as a regional Project Superintendent in central Florida.

PROFESSIONAL EXPERIENCE

- **Hurricane Laura 2020.** Project Manager for Allen Parish, LA for debris removal and disposal.
- **Macon-Bibb County, GA Bulk Waste 2020.** Project Manager in Macon-Bibb County for the removal of bulk waste as result of decreased staff due to COVID-19.
- **Hurricane Michael 2018.** Project Superintendent in Jackson County, FL for the clean-up of debris generated by Hurricane Michael in October of 2018.
- **Hurricane Michael 2018.** Haul-Out Coordinator for the USACE ACI Restricted SAD Region activation in 13 Georgia Counties for the clean-up of debris generated by Hurricane Michael in October 2018.
- **Hurricane Michael 2018.** Project Superintendent in Leon County and the City of Tallahassee, FL for the clean-up of debris generated by Hurricane Michael in October of 2018
- **DRC Emergency Services 2017-2018.** Worked as a regional Project Manager and Trainer in the central Florida region. Was entrusted to manage seven different projects and project managers during the response of the debris impacts of Hurricane Irma. Regular attendance to meetings with all levels of county officials. Traveled across the state of the Point of Contact in the initial phases of initial damage assessment and kick off meetings for the pre-existing contracts. Training city personnel for self-monitoring debris management and safe operations. Conclude projects after site reclamation once it has met FEMA and contractual requirements.
- **Witt O'Brien's 2016.** After working briefly as a Debris Monitor, a promotion was received to Field Operations Supervisor for the Debris Removal Operations in Citrus County, FL following Hurricane Hermine. Responsible for oversight of the Debris Monitors in Citrus County, ensuring that goals and deadlines were met, submitting payroll documentation, generating paperwork needed to secure FEMA funding, and producing documentation to update county officials regarding the progress.
- **OTR Truck Driver 2012-2016.** Worked as an independent contractor transporting goods (ranging from produce to hazardous materials) interstate, requiring knowledge of Federal and State regulations governing commercial trucking.
- **Citrus County Fire Rescue 2001-2012.** Worked as a State Certified Firefighter, Emergency Medical Technician, certified in Water Rescue, Public Safety, and Hazmat Operations. First responder for the following Hurricanes, Ivan, Jeanne and involved with implementation of FEMA's Public and Individual Assistance programs.

EDUCATION

- College of Central Florida
- Citrus County Fire Academy
- Withlacoochee Technical College
- FEMA Emergency Management Institute

CERTIFICATIONS

- | | |
|------------------------------------|--|
| ▪ FEMA IS-5a Intro Hazmat | ▪ Florida Certified Fire Engineer |
| ▪ FEMA IS-33.18 FEMA Ethics | ▪ National Certified Emergency Medical Technician |
| ▪ FEMA IS-35.18 FEMA Safety | ▪ Radiological Awareness and Response |
| ▪ FEMA IS-100.b Incident Command | ▪ Hazmat Decontamination Team |
| ▪ FEMA IS-200 Initial Incident | ▪ Hazmat Response Team |
| ▪ FEMA IS-300 Expanding Incident | ▪ Citrus County Fire Academy |
| ▪ FEMA IS-632.a Debris Operations | ▪ CPR/AED/First Responder Instructor |
| ▪ FEMA IS-633 Debris Plan Dev. | ▪ Certified Emergency Medical Dispatcher |
| ▪ FEMA IS-634 Public Assistance | ▪ Hurricane Mitigation Workshop |
| ▪ FEMA IS-700.a NIMS | ▪ Natural Resource Damage Assessment Training |
| ▪ OSHA 40 HAZWOPER | ▪ Trained Terrorist Bombing Responder |
| ▪ OSHA 30 Construction | ▪ CERT Instructor |
| ▪ Florida Certified Firefighter II | ▪ WMD/Terrorism Awareness for Emergency Responders |



Rick Good, Project Manager

Mr. Good has more than 20 years of experience in management and operations coordination. He has full knowledge of State and Federal Environmental codes and regulations and has overseen operational aspects of disaster response projects. In past positions, he has provided clients with consulting and management services regarding hazardous and non-hazardous waste. Mr. Good has also coordinated provisions for clients including both services and subcontractors after an emergency event.

PROFESSIONAL EXPERIENCE

- **Oklahoma Ice Storm 2020 – Current.** Senior Project Manager in Oklahoma City, El Reno, and Piedmont for collection, reduction, and disposal of ice storm generated debris.
- **Hurricanes Laura and Delta 2020.** Senior Project Manager in Scott, LA and Houston, TX for hurricane debris removal and disposal.
- **Tornado: El Reno, OK 2019.** Project Manager with one Ceres' self-loading truck debris removal and disposal.
- **Hurricane: Michael – USACE Southwest GA 2018.** Operations Planner assisting in the debris removal cleanup after Hurricane Michael in the southwest Georgia area.
- **Hurricane: Florence (NC Dept of Ag) 2018.** Project planning and management for confidential project for supply of carbon material to facilitate composting. Role included responsibility for meeting with agricultural department officials and state senators, official planning, managing acquisition of carbon source material, transportation and logistics in southeastern NC.
- **Hurricane: Irma, (Miami, South Florida.) 2017.** Area Manager for South Florida until Puerto Rico deployment; role entailed planning, acquisition, set-up, management and supervision of multiple DMS sites, coordinating with multiple municipalities, planning, coordinating assets and resources
- **Hurricane: Maria (Puerto Rico) 2017.** Blue Roof Operations Planner; GM Ceres Caribe; Role included planning and coordinating with both USACE senior and field management multiple times per day on operations as well as safety and environmental compliance.
- **Hurricane: Matthew, Savannah, GA 2016.** Project Manager, role included meeting with Head of Sanitation/DPW disposal facility/landfill management, coordinating and planning collection operations and personnel, third-party haul out planning and coordination, coordination with subcontractors for curbside pickup, haul, DMS coordination vis a vis the grinding function, All aspects lease negotiation, curbside pickup, processing, final disposal. Negotiations with city for use of a subset of its landfill for our DMS. Material was staged and processed at the landfill. Secured secondary DMS in town via planning and negotiating with US Army Reserves for use of its property, led all communications, planning between Ceres and the municipal command office in downtown Savannah.
- **Flood: City of Denham Springs, LA 2016;** Start-up PM; role included the planning and coordination with city and subcontractors of all curbside collection, transport via direct haul to final disposal landfill. No reduction of waste prior to disposal at Waste Management landfill.
- **Rubicon Global, LLC. Atlanta, GA. 2015 - 2016,** Regional subcontractor relationship manager responsible for prospecting, bidding, planning, contracting and managing services provided to client base. Direct management of approx. 7,000 haulers servicing over 16,000 customers.
- **ECO Systems, Inc. Atlanta, GA 2012 – 2015.** Professional Consultant, International and domestic environmental consulting in the field of hazardous and non-hazardous waste management, as well as Emergency Management Services in Disaster Response. Both of these service areas include program development/design/planning, training and overall project management. Service areas included the Continental US, Venezuela, Dominican Republic, Mexico and the island of Guam.
- **Asplundh Environmental Services, Inc. Atlanta, GA 2003 – 2012.**
Senior manager responsible for overall project management for all emergency response efforts supplied by the company to state, federal, municipal and private sector clients. These services include but are not limited to logistical and infrastructure support for remediation, transportation, disposal and recovery. These project missions, focusing primarily on disaster response generated revenues of \$100+ million per year.

EDUCATION/CERTIFICATIONS

- Bilingual in English and Spanish



Michael Hansen, Resources Manager

Mr. Hansen brings over 25 years of resources management to Ceres. Mr. Hansen has been instrumental in debris and construction projects, providing support in operations, logistics, safety, heavy equipment, ground equipment and purchasing. In addition to logistics and resources management to emergency response projects, he oversees the day to day management and maintenance of office equipment, safety equipment, mechanical equipment, heavy equipment, electronic equipment, and fleet vehicles.

PROFESSIONAL EXPERIENCE

- **Bahamas 2020.** Operations and Logistics Manager for shipping supplies and equipment for debris removal from public and private property.
- **California Wildfires and Camp Fire, Butte County 2018-2019,** Operations and Logistics Manager for CalRecycle clean-up project for hauling and disposal of debris generated by the Camp Fire in 2018 and the USACE Northern California Wildfires project in 2017.
- **Hurricanes Michael and Florence 2018 – 2019,** Operations and Logistics Manager for shipping supplies and equipment for disaster recovery in over 13 Georgia Counties, North and South Carolina and Florida.
- **Hurricane Harvey, Irma and Maria 2017.** Operations and Logistics Manager for shipping supplies and equipment for three project recovery projects.
- **Sink Hole, Land O Lakes, FL 2017,** Operations and Logistics Manager for shipping supplies and equipment for Pasco County.
- **Hurricanes Hermine and Matthew 2016.** Operations and Logistics Manager for shipping supplies and equipment.
- **Livingston Parish Waterway Cleanup 2015,** Operations and Logistics Manager for response during the removal of vegetative, C&D and white goods debris removal in Louisiana.
- **Hurricane Sandy, Isaac; Winter Storm Pax and Alfred 2011 — 2014,** Operations and Logistics Manager for shipping supplies and equipment for major disaster recovery projects.
- **North Dakota Flood Recovery 2011,** Operations and Logistics Manager for shipping supplies and equipment for three flood recovery projects.
- **Hurricane Irene 2011,** Operations and Logistics Manager for shipping supplies and equipment for two hurricane recovery projects.
- **Alabama and Mississippi Tornadoes April 2011,** Operations and Logistics Manager for shipping supplies and equipment to and between four projects.
- **New Zealand Earthquake 2011 – Present,** Logistics Manager in charge for shipping supplies and equipment for operations in New Zealand.
- **Haiti Earthquake 2010 - Present,** Logistics Manager in charge of shipping supplies and equipment for operations in Haiti.
- **Ice Storm 2009,** Operations and Logistics Management and support for debris removal and disposal from county rights-of-ways in Kentucky
- **Hurricane Ike 2008,** Operations and Resources Management for debris removal and disposal for 11 different locations; Logistics management of positioning, establishing and set up of field offices in Texas
- **Hurricane Gustav 2008, Resources and Operations Management** for debris removal and disposal in Louisiana; Positioned, located, and set up of field offices including maintenance
- **Hurricane Dolly 2008,** Operations, Logistics, and Resources Management and support providing critical resources such as equipment, personnel, office equipment, and networks to debris removal and disposal in Texas
- **Iowa Flood 2008,** Project Administrative and Operations support for debris removal due to Cedar River flooding in Iowa
- **Flood Control, Rio Puerto Nuevo, Rio Fajardo 2007,** Operations, Logistics and Resources management to Floodway Control project in Puerto Rico including shipping and receiving equipment
- **Ice Storm 2007,** Operations and Resources Management to debris removal in response to Winter Ice Storm in Oklahoma

- **Hurricane Katrina 2005**, Operations and Logistics Management support to debris removal, processing, and disposal operations of over 13 million cubic yards of storm debris in Louisiana
- **U.S. Coast Guard**, Auxiliary Service Engineer, EMT, Fuel/Oil & Water Engineer, and Machinery Technician. Responsibility of mechanical engineer on station and watercraft providing oversight to engines, boilers, generators, propulsion units, HVAC units, watercraft and aircraft refueling

EDUCATION/CERTIFICATIONS

- Forestry, Biology, and Business Management, Northland College, Wisconsin.
- FEMA certified ICS-100, ICS-200, IS-300, IS-400, IS-700
- USACE CQM certified
- OSHA 10 Hour Construction Safety & Health
- First Aid/CPR certified

Randy Hardy, Quality Control Manager

Mr. Hardy is a resourceful certified quality management professional with approximately 30 years of civil and construction project management and planning experience. He has expertise in guiding a wide range of civil project operations, including road and bridge construction/reconstruction, drainage and erosion control, soil testing and sampling, and field inspections. Mr. Hardy is proficient in project construction/layout, concrete and asphalt roadway operations, elevation management, and electronic milestone tracking and filing systems/document control. He has a proven record of establishing productive relations with jurisdiction owners, engineering management, subcontractors, and regulatory officials in order to drive a strong team with multiple trades.

PROFESSIONAL EXPERIENCE

- **Oregon Wildfire Recovery 2020 – Current.** Quality Control Manager for Oregon Department of Transportation providing Hazard Tree Removal Services for Operational Branch 1: Archie Creek Fire, Douglas County, Operational Branch 5: Thielson Fire, Douglas County and Operational Branch 6: Two Four Two Fire, Klamath County.
- **California Wildfires – Camp Fire, Butte County 2020 – Current.** Quality Control Manager for the CalRecycle removal of hazardous trees generated by the Camp Fire wildfire in North-Central California in 2017.
- **Kuykendahl, Glen Forest and Aldine Westfield Detention Basin 2019 – Current.** Quality Control Manager for several detention basins in Houston, TX.
- **Paradise Butte County, CA Fire 2019.** Quality Control Manager for the CalRecycle clean-up project for hauling and disposal of debris generated by Camp Fire in 2018.
- **Hurricane Michael 2018.** Quality Control Manager for work provided for the USACE ACI in 13 Georgia counties. Trained all Ceres operations personnel, sub-contractors operation crew and Ceres flaggers in a classroom setting ATSSA Flagger Training and Traffic Control. Ensured quality control personnel and subcontractors met the required qualifications of the project contract. Reviewed and understood project-specific quality control plans; ensuring all quality control inspections are performed and documented in accordance with the testing plan and making sure all results are being reviewed for conformance with requirements with all documentation including records, photographs and logbooks for the USACE project closeout requirements.
- **Harris County, Texas Storm Water Detention Reservoir 2015 – 2018.** Project Operations – attended monthly construction meetings and engaged in an active role of establishing the scope of all construction projects with Architects and Engineers. Acquired all support documentation and generated submittals for project excavation disposal sites as per requirements of HCFCD Guidelines. Perform project material and supply procurement.
- **Morganza Hurricane Levee Project 2015.** Operations Planner – responsible for planning, scheduling, conducting and coordinating detailed phases of the engineering. Supervised and coordinated the work of engineers, draft persons, plan reviews, as-built, specifications and testing frequencies to develop an accurate cost proposal.
- **Glendo Wyoming Reservoir Rehabilitation 2015.** Operations Planner – Responsible for the continuation of production and maintenance of quality as a prime objective. Reviewed project traffic control plans in reference to field operation. Created and assisted in weekly meeting agenda. Assisted in managing environmental permits and regulations. Managed underground utility notifications; reviewed daily timesheets and performance reviews.

EDUCATION/CERTIFICATIONS

- Bachelor of Science – Civil Engineer from the University of Louisiana at Lafayette.
- USACE Construction Quality Management for Contractors Certificate
- DOTD Asphaltic Concrete Roadway with Asphaltic Concrete Observation Certification
- DOTD Embankment and Base Course Certification
- DOTD Portland Cement Concrete Paving Certification
- DOTD Portland Cement Concrete Structural Certification
- DOTD Portland Cement Concrete Structural Certification
- OSHA 30 for Construction Certificate
- Radiation Safety Officer APNGA Certification
- Radiation Safety Officer NORM Certificate



City of Ormond Beach

RFP 2021-17 Debris Removal, Reduction and Recovery for City of Ormond Beach

- Heavy Bid Training Certificate
- ATSSA Certified Flagger/Traffic Control Instructor
- USACE Construction Quality Management for Contractors Certificate

Bobby Harrell, EHS Manager

Mr. Harrell has more than 25 years of successful safety, fire, and medical project management leadership. Mr. Harrell holds multiple NWCG, FEMA, OSHA, Fire and Medical certifications.

PROFESSIONAL EXPERIENCE

- **Ceres Environmental Services, Inc. 2018 – 2019.** Chief Safety Manager for 13 counties in Georgia on the Hurricane Michael USACE ACI Debris Project.
- **Liberty Lift Solutions.** Corporate Safety Manager- administered OSHA and DOT compliance programs, conducted safety audits, incident investigation and drug & alcohol testing, conducted all safety training across the organization, Managed EHS data for ISNetwork, Avetta, PEC SSQ Systems.
- **InnoSpec Oil Field Services 2017 – 2018.** Frac Assistant/Safety Collection and management of all chemical data and safety audits.
- **Transwood Inc. 2017.** Safety/Sand Coordinator- Ensured safety & DOT compliance, all employee safety training. Incident investigation and drug and alcohol testing.
- **Lehoski Welding 2015 – 2016.** Safety Manager / PEC Instructor-Conducted all new hire orientation, PEC and field safety training, composed safety policies and procedures, Conducted safety audits, incident investigation and drug & alcohol testing, Managed EHS data for ISNetwork.
- **L&P Pipeline and Construction 2014 – 2015.** Safety Coordinator /Safety & PEC Instructor-In charge of all new hire orientation including drug testing, DOT, field safety audits, Incident investigation.
- **Big Star Crude 2013 – 2014.** Safety Adviser / Asst. Terminal Manager- All new hire orientation, drug testing, DOT, field safety audits, managed all billing of the clients and drivers, all DOT inspections, Performed accident, injury investigations and safety audits.
- **Safety Medics 2012 – 2013.** Safety Inspector-Safety audits of large oil field construction sites, pipeline construction and drilling rigs. Performed accident, injury investigations.
- **Sierra Industries 2011 – 2012.** Fire Chief / Safety / Training-Army UC-35 project in charge of DCMA audits airport safety and training including all fire calls and emergency issues, New hire orientations training for employee, drug testing and wrote all safety policy and procedures for company-wide programs.
- **Pinkerton Government Services 2010 – 2011.** Shift Fire Captain- In charge of all fire and medical calls on shift at Sikorsky Helicopter Facility.
- **Smirfit Stone Paper Mill 2007-2010.** Safety and Medic Cared for all employees' injuries, Performed safety audits in the mill.
- **Gulf Coast State College 2004-2008.** Adjunct Instructor Courses for Fire, Paramedic, Emergency Medical Technicians and Hazardous Materials.
- **Bay Medical Center 2001-2009.** EMT, Paramedic – Took emergency calls county wide transported to hospital.
- **Bay County Fire Rescue 1994-2009.** Battalion Captain EMT-P- Supervised 40 Officers and fighters, All fleet maintenance, Fire Department Training, Safety Officer, Hazardous Materials Officer and Medical Officer.

EDUCATION/CERTIFICATIONS

- **Certified Occupational Safety and Health Officer (CSHO I & II) –** TEEX Estimated Date: Dec 2019
- **NWCG** qualified S-131, S-190, S-205, S-215
- **FEMA** certified ICS-100, ICS-200, ICS-300, IS-00005.a, IS-00035.18, IS-100, IS-200, IS-244, IS-315, IS-317, IS-340, IS-346, IS-700, IS-800, IS-804, IS-907, IS-1900
- **OSHA-** 501,511, 2055, 2225, 3015, 3115, 7205, 7505
- OSHA Outreach Instructor
- Medic First Aid CPT Instructor

Dana Heimdahl Chernault, Health and Safety Manager

Ms. Dana Heimdahl Chernault Health and Safety Manager with over 20 years of experience providing safety, health, and environmental leadership in several industries, to include the military, manufacturing, construction, agriculture, healthcare, and consulting. Extensive experience in all aspects of safety oversight, including strategic planning, program creation and implementation, and team development. Continually exceeds expectations by building valuable relationships and works well with people at all levels of an organization, including stakeholders, management, team members, and clients. Ms. Heimdahl Chernault ensures all compliance are met within all state and federal safety and health regulations including OSHA requirements as well as appraised and implemented new safety policies as they related to ongoing operations.

PROFESSIONAL EXPERIENCE

- **Oregon Wildfire Recovery 2020 – Current.** Health and Safety Manager for Oregon Department of Transportation providing Hazard Tree Removal Services for Operational Branch 1: Archie Creek Fire, Douglas County, Operational Branch 5: Thielson Fire, Douglas County and Operational Branch 6: Two Four Two Fire, Klamath County.
- **Hurricane Laura 2020.** Health and Safety Manager for Vermillion and Cameron Parish, LA.
- **California Wildfires – Camp Fire, Butte County 2020 – Current.** Health and Safety Manager for Butte County Hazardous Tree Removal Project.
- **Sunbelt Rentals 2018.** Director of Safety, Health and Environmental who over 200 profit centers for 2 of Sunbelt Rentals' business units (Power/HVAC and Climate Control) to include developing and implementing strategic safety plans. Led 8 regional safety managers to assist with day-to-day SH&E operations, identifying key initiatives and worked to strengthen both programmatic and leadership principles within the business units. Managed health and safety resources as well as related departmental budgets while serving as the primary contact on health and safety issues as the subject matter expert for employees, regulators, and construction and emergency response clients. Created, managed, and reviewed site-specific health and safety plans while establishing or maintaining positive working relationships with clients, site health and safety managers, corporate division managers, local representatives, or subcontractors. Built the company's electrical safety program from the ground floor up with a team of key experts as well as created and implemented a "Drive Safe" initiative and a "Driver Summit" process to promote driver safety. Developed, updated, and managed workplace safety programs, procedures, and policies as well as created employee training programs while establishing and maintaining complete safety training records. Conducted safety audits and inspections to ensure compliance with occupational and environmental health and safety requirements while ensuring that project personnel were adequately trained in emergency response plan procedures.
- **BAE Systems 2016 – 2018.** Directed the SH&E oversight of 5 business units and 7,000 employees worldwide that supported US government and military contracts. Contracts included military vehicle maintenance, radar repair work, shipyard work, construction projects, and manufacturing, helped reduce recordable incidents by 37% from 2016 to 2017 and 22% from 2017 to 2018, led a team of 11 full-time SH&E managers and 70 part-time leads, strengthening the company's safety and health focus by implementing and launching a SH&E management system, engaging key stakeholders to ensure applicability to the business. Strategized and reorganized safety, health, and environmental functions to better support the integrated business plan, setting injury reduction goals and key performance indicators for the business, reducing incident rates by over 80% in the first year, Led the Significant Injury and Fatality initiative, implementing a behavior-based safety program, ensuring that safety near misses, incidents, and injuries were properly managed and documented, Conducted scheduled and surprise safety audits that included a brief summary report noting any deviations from the Safety and Environmental Management Systems, implementing corrective actions to promote the health and safety of workers and the contracts.

- **Goodyear Tire and Rubber Company 2014 – 2016.** Led safety operations for a large, unionized plant of 56 acres under roof and 2200 employees, managing a team of 3 of safety professionals. Realized a 22% reduction of recordable incidents and a 43% reduction of total incidents. Influenced and strengthened the relationships of a team of business center managers, an appointed union safety committee of 8 employees, and 90 union business center safety representatives. Created a safety system that included new and updated policies and procedures, job hazard analyses, a new behavior-based safety program, and an incident investigation process. Set injury goals and reductions, generated a robust incident reporting, investigation, and management system as well as maintained or updated emergency response plans or procedures and developing standardized emergency procedures. Inspected or evaluated workplace environments, equipment, or practices to ensure compliance with safety standards and government regulations, recommending measures to help protect workers from potentially hazardous work methods, processes, or materials.

Education/Certificates

- University of Wisconsin-Stout - Master of Science in Risk Control
- Stole University of New York - Bachelor of Arts in Spanish and Latin American Studies
- Certified Safety Professional- Certificate # 19177 - Board of Certified Safety Professionals

Eric Kelleran, Grinder Operator

Mr. Kelleran has 15 years of experience in equipment operation and maintenance. Mr. Kelleran has spent 7 years with the Armor Volunteer Fire Company for the Fire station in Erie County, NY as a state certified firefighter and lieutenant in emergency response.

PROFESSIONAL EXPERIENCE

- **Ceres Environmental Services, Inc. 2017 – Current.** Grinder Operator overseeing the grinding crew and all maintenance required during the grinding operations to assist the cleanup and recovery process following natural disasters.
- **Kelleran Services, Inc. 2015 – 2017.** Heavy Equipment Operator and Mechanic responsible for completion of projects in an efficient time, maintenance and repairs on heavy equipment and trucks.
- **Owczarczak Construction 2012 – 2015.** Heavy Equipment Operator and Mechanic responsible for maintenance and repairs on heavy equipment and trucks and completion of projects in an efficient time.
- **Armor Volunteer Fire Company**
 - Assistant Fire Chief 2015
 - Senior Fire Lieutenant 2012
 - Truck Lieutenant 2009 – 2011
 - Firefighter/EMT 2008
- **Ingalls Site Development Inc. 2009 – 2011.** Equipment Operator responsible for the maintenance and repairs on heavy equipment and trucks.
- **United Materials Concrete Company 2009.** Mechanic and Shop maintenance assisted with truck maintenance during an internship. Responsibilities included truck repairs, assembling and organizing concrete blocks for sale.
- **Holmes and Murphy Construction 2005 – 2006.** Mechanic cleaner who assisted with managing auctions.
- **Gullo's Garden Center, LLC. 2003 – 2008.** Equipment Operator also assisted with sales, customer service and landscaping.

EDUCATION

- Bachelors Fire Safety Engineering Technology, University of North Carolina 2015
- Associates Degree Emergency Management, Erie Community College 2015
- Associates Degree Fire Protection Technology, Erie Community College 2012
- Vocational Diesel Mechanics Course 2009

CERTIFICATIONS

- | | |
|--|---------------------------------------|
| ▪ OSHA 10 Construction Outreach Training | ▪ American Heart Association CPR/AED |
| ▪ OSHA 30 | ▪ Class B Foam Operations |
| ▪ OSHA 40 Hazwoper | ▪ Accident Victim Extrication |
| ▪ OSHA 8 Hazwoper Supervisor | ▪ Coordinated Live Fire Attack |
| ▪ OSHA Confined Space | ▪ Live Fire Training NFPA |
| ▪ Trenching and Excavation Safety Class | ▪ Apparatus Operator EVOC |
| ▪ National Fire Fighter 1 | ▪ School Bus Rescue |
| ▪ Fire Fighter 1 | ▪ Principles of Instruction |
| ▪ Fire Fighter 2 | ▪ Terrorist Indicators/Suspicious Act |
| ▪ Highway Safety Awareness First Responders | ▪ FEMA ICS 100 A |
| ▪ Flashover Training | ▪ FEMA ICS 100.FWA |
| ▪ Radio Policies and Procedures | ▪ FEMA ICS 200 |
| ▪ Intro to Fire Officer 1 | ▪ FEMA ICS 240.A |
| ▪ Fire Officer 1 | ▪ FEMA ICS 700 |
| ▪ Rescue Tech Basic | ▪ FEMA ICS 701.A |
| ▪ Weapons of Mass Destruction Radiological | ▪ FEMA ICS 704 |
| ▪ WMD/Terrorism Awareness for Emergency Responders | ▪ FEMA ICS 706 |
| ▪ American Heart Association CPR/AED | ▪ FEMA ICS 800.B |
| ▪ Class B Foam Operations | ▪ FEMA IS 2900 |
| | ▪ FEMA IS 100 FDA |
| | ▪ FEMA IS B |

Kerry Kennedy, Project Manager

Mr. Kennedy has a combined 38 years of Government and Civilian Project Management experience including 34 years with the US Army Corps of Engineers. Mr. Kennedy has served in numerous militaries, environmental, disaster response, civil work project roles of varying sizes and scopes. While with the U.S. Army Corps of Engineers, Mr. Kennedy worked on both operational and planning sides of disasters and deployments. While serving as a USACE Liaison Officer and Contingency Planner to a US Combatant Command, Mr. Kennedy was instrumental to the planning involved in both natural and manmade disasters around the world. His planning in that role included FEMA support. Mr. Kennedy has also served as an Operations Manager multiple times, managing multiple budgets, schedules, plans and procurement strategies for numerous projects simultaneously.

PROFESSIONAL EXPERIENCE

- **California Wildfires – Camp Fire, Butte County 2019.** Operations Manager for hauling and disposal of debris generated by the wildfire in North-Central California in 2018, the largest debris mission in California in more than 100 years. As OM, he ensured that required planning was performed and submittals to Calrecycle were completed.
- **Hurricane Florence 2018.** Operations Manager for North and South Carolina, managing multiple city and county contracts for clean-up of storm and flood debris generated by Hurricane Florence in September 2018. This included a contract for the Georgia Department of Agriculture for poultry remediation.
- **Hurricane Michael 2018.** Area Manager for four (4) counties in southern Georgia impacted by the hurricane, managing the contracts as part of the USACE ACI SAD contract activation.
- **California Wildfires – Northern California; Lake, Mendocino, and Napa Counties 2018.** Operations Manager for USACE hauling and disposal of debris generated by the 2017 wildfires in three (3) counties in Northern California.
- **Hurricanes Irma & Maria 2017.** Project Manager in the U.S. Virgin Islands (USACE ACI project), managing multiple task orders assigned by USACE to remove and haul storm debris from the two Category 5 Hurricanes.
- **Project/Program Manager, City of Virginia Beach, 2016 – 2017.** Project Manager within the Coastal Engineering section of Public Works. Conducted public meetings and briefings, working closely with community leaders.
- **Project/Program Manager, Norfolk District, USACE, April 2015 – June 2016.** Managed civil and military project.
- **Senior Exercise/Contingency Planner/Liaison Officer, US Army Corps of Engineers, November 2001 – January 2014.** Coordinated and informed the USACE Operations Center staff/other USACE elements on impact on current and planned joint operations developments, exercises, and experiments. Coordinated USACE team and personnel movements in support of military operations in Iraq and Afghanistan.
- **Civil and Environmental Engineer, US Army Corps of Engineers, June 1992 – May 2001.** Environmental Project Engineer, Project/Program Manager and Contracting Officer Representative for military, environmental and special projects in the Wright-Patterson AFB Area Office which spanned a 5-state area.
- **Active Duty Military, US Army, July 1981 – June 1992.** Various assignments in Army as well as with USACE, serving as a Project Engineer (Contracting Officer Representative) / Assistant Area Engineer for USACE in 2 districts, Louisville and Nashville.
- **US Army- Reserves, June 1992 – August 2011.** While on reserve status served various positions in Headquarters, USACE, North Atlantic Division, Great Lakes Division and South Atlantic Division.

EDUCATION/CERTIFICATIONS

- Professional Engineer Registration, License #66141, Jul 2001, Ohio
- Master's Degree MS, 1996, Environmental/Civil Engineering, University of California at Los Angeles, GPA 3.5, Total Semester Credit Hours earned: 52,
- Bachelor of Science, 1981, Civil Engineering, University of Texas at Arlington, GPA 3.0,
- AA, General, 1979, Kemper Military College, GPA 3.7, Total Semester Credit Hours earned: 83
- Mascoutah High School, 1977
- Risk Management, Dec 15
- Scheduling & Cost Control, March 16
- National Disaster Recovery Framework, Jan 15
- IS-2900, NDRF, Jan 15
- PL 84-99 Basic Course, Jan 15
- Continuing Authorities Program, Apr 14
- Defense Support to Civil Authorities Oct 11
- IS-800.b - National Response Framework, An Introduction, Nov 10
- J3SN-US613 National Security Objectives, Structures and Processes: An Intro Oct 10
- IS-230-Principles of Emergency Management, 08
- IS-701a-National Incident Mgt System Multi-Agency Coordination System, Nov 06
- IS-100-Introduction to the Incident Command System, Jun 05
- IS-200-Basic Incident Command System for Federal Disaster Workers, Jun 05
- IS-800-National Incident Management System (NIMS), An Introduction, Jun 05
- Homeland Security Planners Course, Jun 04
- FEMA Debris Management Course, FEMA, May 00
- Radiological Safety Course, USACE, Jul 98
- Hazardous Waste Manifesting, USACE, Jun 98
- Advanced Emergency Management (Readiness) Course, USACE, Sep 94
- Contract Negotiating Course, USACE, Oct 84
- Cost Estimating for Modifications and Claims, USACE, Mar 84
- Contracting Officer Representative School, USACE, Jun 83

Andrew Kirkland, Quality Control

Andrew Kirkland has been involved in disaster recovery resulting from a wide variety of natural disasters and weather events. Mr. Kirkland's experience includes Quality Control and Project Management of FEMA-reimbursed disasters such as hurricanes, ice storms, windstorms, floods and wildfires.

PROFESSIONAL EXPERIENCE

- **Hurricane Delta 2020.** Project Manager in the City of Nederland, TX for hurricane generated debris removal and disposal.
- **Jones County, MS Tornado 2020.** Project Superintendent in Jones County, MS for tornado debris removal and disposal.
- **California Wildfires – Camp Fire, Butte County 2019 – 2020.** Lead Quality Control Manager for Concow, CA as part of the CalRecycle clean-up project for hauling and disposal of debris generated by the Camp Fire wildfire in North-Central California in 2018, the largest debris mission in California in more than 100 years.
- **Kansas Ice Storm 2019.** Project Manager in Olathe, Kansas on behalf of Ceres.
- **Hurricane Michael 2018-2019.** Quality Control oversight for up to eight (8) counties simultaneously throughout Southwest Georgia for the removal of more than 3 million cubic yards of debris as part of the USACE ACI SAD Restricted contract activation. Managed two debris management sites and assisted in the planning, set up and execution of USACE approved site plan.
- **Hurricane Florence 2018.** Project Manager in North Carolina Department of Transportation District 2, Jones County, overseeing the removal of vegetative, C&D, and white goods debris from all NC DOT roads.
- **Hurricane Irma 2017-2018.** Project Manager for the City of Miami, Florida for the collection of nearly 200,000 cubic yards of vegetative and C&D debris.
- **California Wildfires 2018.** Certified Quality Management working under Ceres contract with the U.S. Corps of Engineers following the 2017 fires. Ceres Lead Quality Control specialist in eastern Napa Valley. Worked with USACE to determine structural integrity in accordance with EM 385 1-1, as well as the planning, installation & safe removal of temporary bridges.
- **Hurricanes Irma and Maria 2017.** Provided Quality Control in St. Thomas and St. Croix, U.S. Virgin Islands for the segregation and separation of over 250,000 cubic yards of mixed, vegetative, and C&D debris for reduction and removal from the islands via barge. Ensured the integrity of debris piles by leading hand separation crews to sort the debris by categories – vegetative, C&D and recyclable metals.
- **Operations Supervisor, Sergeant, U.S. Marine Corps 2003-2007.** Team leader for on-target completion of teams during three (3) tours of duty during a 22-month timeframe. Earned distinction for sound judgement and ability to make rapid decisions in high pressure situations.

EDUCATION/CERTIFICATIONS

- HAZWOPER 40
- FEMA ICS 100
- FEMA IS-632a
- FEMA IS-101a
- USACE CQM certified
- First Aid/CPR certified
- Combat Lifesaver
- DoD Secret Clearance (2004-2007)

AWARDS

- Combat Action Ribbon
- Global War on Terrorism Expeditionary Medal
- Global War on Terrorism Service Medal
- Iraq Campaign Medal
- Expert Marksman Parris Island
- National Defense Service Medal
- Sea Service Deployment Ribbon (x3)
- Navy Unit Commendation Medal
- Good Conduct Medal



Michael A. Lee, Estimator

Mr. Lee, a 27-year veteran of Ceres Environmental Services, Inc., provides quality control and project management to the company's heavy civil projects, including recent work on the reconstruction and repair to Louisiana levees breached by Hurricane Katrina storm surges and flooding. Mr. Lee is responsible for procurement of project task costs and preparation of bids for a variety of Ceres projects, including UST removal and installation, environmental consulting, environmental mitigation/restoration, levee installation and repair, erosion control/stabilization, earthwork, construction, and disaster related emergency work. Mr. Lee has experience with selective land clearing and demolition projects, including asbestos, lead, and PCB abatement. He is also responsible for environmental regulatory compliance expertise and construction quality control management and project cost analysis.

PROFESSIONAL EXPERIENCE

- **Aldine West Field Detention Basin 2019 – Current.** Chief Estimator providing production analysis calculations, project cost analysis, and sub quote analysis.
- **Puerto Rico Blue Roof 2018.** Buyer purchased and shipped materials from Florida to Puerto Rico.
- **Kuykendahl Detention Basin 2015 - Current.** Chief Estimator providing production analysis calculations, project cost analysis, and sub quote analysis.
- **Falgout Canal Road Levee Segment 2015.** Chief Estimator providing production analysis calculations, project cost analysis, and sub quote analysis.
- **Ward 7 Levee Improvement and Extension 2014.** Chief Estimator providing production analysis calculations, project cost analysis, and sub quote analysis.
- **Reach G 2-b and Reach G 2-c Earthen Levees 2014.** Chief Estimator providing production analysis calculations, project cost analysis, and sub quote analysis.
- **Reach H-1 Levee 2013-2016.** Chief Estimator providing production analysis calculations, project cost analysis, and sub quote analysis.
- **Reach F Earthen Levee 2013-2015.** Chief Estimator for Reach F levee which involved construction of earthen levee with floodgate structures. Provided production analysis calculations and project cost and sub-quote analyses.
- **Birdland Park Levee Improvements 2010-2012.** Quality Control and administrative support to levee improvement project in Des Moines, Iowa. Work included increasing the levee's height, constructing six gate wells, and modifying existing pump stations to accommodate the new dimensions.
- **Flood Control, Little Calumet River 2009-2011.** Quality Control and administrative support to Calumet River Flood Control project which includes tree clearing and construction of a levee in Indiana
- **Flood Control, Rio Puerto Nuevo, Rio Fajardo 2007.** Quality Control and management support to Floodway Control project which included river channelization and levee construction in Puerto Rico
- **Hurricane Katrina 2005.** Project Management to emergency levee repair and construction of approximately 12 miles of levees to Lake Ponchartrain and Plaquemines Parish, Louisiana
- **U.S. Army Corps of Engineers, Sulphur River 2005.** Project Management, Supervision, and Quality Control of excavation and environmental restorations to water control project including installation of pumps, soil treatment, and extraction remediation systems
- **U.S. Army Corps of Engineers, Trinity River 2004.** Quality Control and administrative support to Trinity River Dallas Floodway Extension project which included the excavation and construction of swales, wetland, levees, and flood conveyance in Texas

EDUCATION/CERTIFICATIONS

- Bachelor's degree, Geology, University of Minnesota
- Professional Geologist (MN State License #30377)
- USACE CQM-certified
- OSHA 40-Hour Hazmat Health and Safety
- Lead Abatement Training for Supervisors
- Erosion and Sediment Control Plan Design training
- Ground Water Sampling, Water Well Construction, and Development Procedures training



Earl Lutz, III, Area Manager

Mr. Lutz has fourteen years of management experience for Ceres Environmental Services, Inc. and more than 26 years of supervisory experience with emergency debris management projects, interior and complete demolition projects, culvert and lake construction, and heavy equipment operations. Mr. Lutz supervised approximately 300 crews in the debris removal operations following Hurricane Katrina. Mr. Lutz has been responsible for field operations and crew performance for several construction, demolition, and debris removal projects including federal, state, and local government contracts and private contracts. Mr. Lutz also has more than 26 years of experience in fabrication and welding and is the lead designer and fabricator for our company.

PROFESSIONAL EXPERIENCE

- **New Zealand Earthquake 2011- present.** Managing demolition projects and providing training for recovery efforts.
- **Alabama Tornadoes 2011.** TDSR Site Manager for Jefferson County tornado response. Managed processing and reduction of over 1 million CY of debris at multiple sites. Managed overall allocation of equipment and personnel resources.
- **Haiti Earthquake 2010.** Assistant Logistics Manager and Construction Manager. Assisted with supplies management and oversaw Kaypèpla™ temporary house design process.
- **Hurricane Ike 2008.** Operations Management support of county and city debris removal and disposal including hauling of 330,000 cubic yards meeting County's deadline for completion of work maintaining very high safety standards in Texas
- **Hurricane Gustav 2008.** Field Operations Superintendent for emergency debris removal and disposal of over 1.9 million cubic yards of storm debris; Trimming and removal of hazardous trees; Removal and disposal of white goods in Vermillion and East Baton Rouge Parishes
- **Hurricane Dolly 2008.** Operations and Logistics Management support for removal, reduction, and disposal of hurricane debris in Cameron County, Texas
- **Ice Storm 2007.** Operations and Logistics Management support for removal and disposal of vegetative debris generated by the ice storm in cities of Broken Arrow and Nichols Hills, Oklahoma
- **Hurricane Katrina 2005.** Area Manager for debris removal operations including 13 million cubic yards of hurricane debris in 11 Louisiana Parishes; Trimming and removal of over 165,000 hazardous trees; Supervised 75,000 cubic yards of debris removal per day; Supervised 25 subcontractors who operated a total of 300 crews
- **Hurricane Ivan 2004.** Operations and management support for debris removal and disposal of over 680,000 cubic yards of debris and processing of over 505,000 cubic yards of debris in Florida
- **Hurricanes Jeanne & Frances 2004.** Operations management support for collection, transportation, and disposal of over 404,000 cubic yards of debris throughout 13 Florida counties
- **Hurricane Isabel 2003.** Operations and Logistics Management support for removal and disposal of hurricane debris; Trimming and removal of hazardous trees in Virginia
- **Ice Storm 2002.** Field Operations Superintendent for debris removal and disposal of over 510,000 cubic yards of hazardous trees and other vegetative debris in Oklahoma
- **Hurricane Georges 1998.** Site Superintendent for Grinding Reduction Site and crew management, site operations, production, finished product quality, and site safety. Also responsible for monitoring debris receipt documentation, documentation of daily production rates, and equipment usage.

EDUCATION/CERTIFICATIONS

- USACE CQM certified
- FEMA certified ICS-100, ICS-200, IS-300, IS-400, and NIMS IS-700
- First Aid & CPR certified
- CFC-12 Refrigerant Recycling training

Bruno Mancilla, EHS Manager

Mr. Mancilla has more than ten years of safety experience in oil refineries, chemical plants, new construction, civil construction. He holds certifications for all aspects of Environmental Health and Safety Management training associated with his areas of focus. Specific experience includes hazard recognition and elimination, team building and behavioral based safety programs (BBS), medical management, record keeping, policy development/implementation, OSHA compliance/inspection, safety program training, leading daily safety meetings, new hire orientation, incident reporting, accident investigation and research. Mr. Mancilla also has experience in providing fire watch and confined space watch training, field audits, client turnaround safety meetings, and drug screening. He has also served as a Spanish translator between contractors and clients for safety-related issues.

PROFESSIONAL EXPERIENCE

- **Ceres Environmental Services, Inc. 2018-2019.** Site Health and Safety Officer overseeing vegetative, construction and demolition (C&D), and metal debris removal from local municipality Rights-of-Way (ROW) and other eligible public property in the U.S. Virgin Islands for USACE ACI project following Hurricanes Irma and Maria. Work also included site preparation, debris reduction – including chipping/mulching/ grinding – and debris disposal.
- **SPI Industrial 2017-2018.** Site Safety Supervisor overseeing several sites in Beaumont and Port Arthur, Texas
- **A&L Industrial Services 2017.** Site Safety Supervisor for the fall shutdown at Total-PAR in Port Arthur, Texas.
- **STARCON International 2015-2017.** HSSE Site Field Safety for the NAG-OF project in Baytown, Texas.
- **Ram Solutions 2009-2015.** HSSE Site Field Safety for Calabrian Corporation in Port Neches, Texas.
- **Beacon Maritime 2008-2009.** HSSE Site Field Safety for 8 months in Shipyard Orange, Texas.
- **Signal International 2005-2008.** HSSE Site Field Safety for 5 months in Shipyard Orange, Texas.

EDUCATION/CERTIFICATIONS

- Osha 30 Hour Construction
- Construction Site Safety Supervisor NCCER
- Safety Technology NCCER
- Field Safety NCCER
- Construction Site Safety Technician CSST/NCCER
- Scaffold NCCER
- Houston Area Safety Council (Basic Plus)
- Criminal Justice Certificates of completion
- Lamar State College Port Arthur undergraduate
- Lamar State College Orange – Criminal Justice

Ricky Morales, Superintendent

Mr. Morales has twelve (12) years of experience that includes vessel recovery and vegetative debris management, including push, pile, and burn projects. His work has been performed as a result of weather events such as The Camp Fire, Hurricane Maria, Irma and Matthew, as well as from regional vegetative diseases such as the Citrus Greening Disease in the state of Florida. Mr. Morales' skills include material handling expertise, production management, and managing safety and sanitation standards.

PROFESSIONAL EXPERIENCE

- **Camp Fire Butte County, CA 2019.** Superintendent overseeing all operations for self-performing debris removal team. Debris removal includes all vehicles, metal, ash, concrete and contaminated soil on residential properties affected by the fire.
- **Hurricane Maria 2017-2019.** In charge of all operations in St. Croix, U.S. Virgin Islands. The project included vessel recovery and off island disposal, vegetative debris removal and grinding, C&D debris grinding, and management of debris for STEP program.
- **Hurricane Irma 2017.** Superintendent overseeing debris clean-up in Florida
- **Hurricane Matthew 2016.** Burn Supervisor for vegetative debris reduction of 650,000 cubic yards of debris following Hurricane Matthew.
- **Production Superintendent, Riverside Citrus Harvesting, LLC, 2008-2017.** Managed human resources and production activities for timely project execution. Investigated potential improvements to quality, productivity and cost reduction and implemented favorable ideas. Acted as point of contact for client base, responsible for satisfaction and retention.

EDUCATION

- Associate Degree Nashville Auto Diesel College

CERTIFICATIONS

- OSHA 30 General Construction Certificate
- OSHA Excavation Certificate
- OSHA 40 Hazwoper
- OSHA Hazwoper Supervisor for Construction
- Workplace Harassment Prevention for Managers
- First Aid CPR AED

Thomas “Allen” Morse, Senior Debris Management Advisor

Mr. Morse has over 35 years of experience in damage assessment and debris management. He worked for the U.S. Army Corps of Engineers from 1974-2009, serving as the National Debris Management Expert for his last 15 years with the USACE. With Ceres, Mr. Morse works with the USACE concerning Ceres' four contracts with the USACE, covering 26 states. He also provides technical, political, and professional advice on all operational aspects of debris management.

PROFESSIONAL EXPERIENCE

- **Hurricane Michael 2018.** Project Consultant to USACE for the USACE ACI Restricted SAD Region activation in 13 Georgia counties for the clean-up of debris generated by Hurricane Michael in October 2018.
- **Fire Island 2014.** Provided technical assistance to USACE for the highly specialized debris removal mission off the coast of Long Island, NY.
- **Alabama Tornadoes 2011.** Special advisor and liaison to state and Federal partners for the tornado clean up in Alabama and Joplin, MO.
- **Haiti Earthquake 2010.** Consultant to the World Bank on debris management, environmental assessments, and bidding documents for a World Bank sponsored debris project.
- **Eagle, Alaska 2009.** Authored plans and specifications for specialized debris clean up following ice flow damage. Acted as legal advisor for the city.
- **Hurricane Rita 2007.** USACE Debris Task Force Leader.
- **Hurricane Katrina 2005.** USACE Senior debris manager/coordinator for \$2.5 billion in debris contracts in Alabama, Mississippi, and Louisiana
- **Florida Hurricanes 2004.** Lead ESF#3 representing USACE
- **Weapons of Mass Destruction Debris Management Guide 2001-2004.** Project Manager and contributing author of the FEMA-sponsored “Weapons of Mass Destruction Debris Management Guide.”
- **World Trade Center 2001.** Senior Project Manager over disposal operations for USACE following terrorist attack.
- **Suriname South America 1993.** Managed the design and construction of a base camp for 2,500 occupants.
- **Hurricane Andrew 1992.** Debris team leader for USACE
- **Kuwait 1991.** Reconstruction team for rebuilding of infrastructure.

EDUCATION/CERTIFICATIONS

- B.S. degree in Civil Engineering from University of South Alabama
- FEMA/ICS certified 100, 200, 700 and 800
- Author of U.S. Army Corps of Engineers Debris Forecasting Model and U.S. Army Corps of Engineers commodities planning model

Betsy Pease, Project Accountant

Ms. Pease brings years of extensive accounting management experience to her work as a project accountant on various contracts for Ceres Environmental Services, Inc. She is responsible for maintaining accounting procedures to ensure proper data tracking and correct invoicing to clients, as well as payment reconciliation with subcontractors. She oversees data entry and invoicing procedures during storm projects, as well as completing reconciliation of projects after work is accepted.

PROFESSIONAL EXPERIENCE

- **Soteria (Ceres affiliate) 2018 – Current.** Accountant for global multicurrency company, responsible for AP/AR and Inventory control, Sales forecast, cash flow, and budget preparation. Account Reconciliation and VAT Tax compliance.
- **Texas Civil Construction 2017 – Current.** Project Accountant and database supervisor for civil construction projects in Texas.
- **Hurricane Irma and Maria 2017 – Current.** Project Accountant and database supervisor for projects in St. Croix and St. Thomas, US Virgin Islands.
- **Louisiana Levee Construction – 2013 to present.** Project Accountant and database supervisor for USACE levee construction projects in LA.
- **Hurricane Isaac 2012.** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and clients, subcontractor payments, and billings to clients.
- **Winter Storm Alfred 2011** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and clients, subcontractor payments, and billings to clients.
- **North Dakota 2011 Flood Recovery** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and client, subcontractor payments, and billings to client.
- **Hurricane Irene 2011** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and clients, subcontractor payments, and billings to clients.
- **Alabama Tornadoes 2011** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and clients, subcontractor payments, and billings to clients.
- **Haiti Earthquake 2010 - Present** Project Accountant and database supervisor. Managed data, reconciliation with subcontractors and clients, subcontractor payments, and billings to client.
- **Ice Storms 2009,** Project Accountant managing the set-up, extraction and maintenance of databases to prepare A/R billings to clients in Kentucky; Reconciliation of all tickets with the clients; Management and preparation of subcontractor payments, reconciliation and management of accounts, management of internal audit functions.
- **Hurricane Ike 2008,** Project Accountant managing design, extraction of data and maintenance of databases for multiple contracts in Texas
- **Hurricane Gustav 2008,** Project Accountant managing the set-up, extraction, and maintenance of databases to prepare A/R billings to the clients in 3 Parishes in Louisiana; Reconciliation of all tickets with the clients; Management and preparation of subcontractor payments, reconciliation and management of accounts, management of internal audit functions; Liaison with Parishes and subcontractors to insure data and procedural integrity and security
- **Hurricane Dolly 2008,** Project Accountant managing the design, extraction of data and maintenance of databases to prepare A/R billings to the clients in Texas; Reconciliation of all tickets with the clients; Preparation of all subcontractor payments, reconciliation and management of accounts, management of internal audit functions;
- **Hurricane Katrina 2005,** Project Accountant managing the design, extraction of data, maintenance of databases to prepare A/R billings to the U.S. Army Corps of Engineers; Reconciliation of all payments with USACE; Management and preparation of subcontractor payments, reconciliation and management of accounts, management of internal audit functions; Administrative support to project manager compiling data for submissions to USACE relating to the Hurricane Katrina service contract; Management and processing of payables for Hurricane Katrina service contract
- **Executive Analyst,** George S. May International 2003-2005, Financial Management and leadership in determining areas of weakness in accounting controls and bookkeeping.

EDUCATION/CERTIFICATIONS

- Business Accounting, University of Alaska
- International Business Law, Lewis & Clark College, Oregon
- Accounting Software training: Maxwell Systems and Sage Timberline Accounting
- Systems Integration training
- Fiscal Planning and Control training

Derek Pruner, EHS Manager

Mr. Pruner has more than 18 years of Health, Safety, and Environment Management field & safety supervisory experience both in the field and facilities on power generation construction, O&M projects and disaster recovery. Extensive safety & health training experience with large and small groups. Train using motivation and incentive techniques to implement safety changes.

PROFESSIONAL EXPERIENCE

- **Ceres Environmental Services, Inc. 2018.** SSHO for the Redwood Complex (Mendocino County) and Sulphur (Lake County) fire. Working under the auspices of the USACE EM-385-1-1, CALOSHA and CALDOT. Overall safety responsibility for performance, contract compliance, State & Federal environmental compliance standards, safety protocols for handling storm refuse, traffic control, sub-contractor inspections and safety compliance & training. Received "Recognition for Excellence in Safety" award, mission coin from the USACE Sacramento CA office.
- **The Daniels Group; Weston Solution 2019.** SSHO / QC for multiple projects under the Weston Solutions umbrella. Dam site restorations, clean construction under the auspices of the USACE, EM-385-1-1, overseeing site restoration in Oak Ridge, OR. Serves as technical safety resource. QC oversight on project work plan and scope of work provided. Provides daily reports on scope and progress of work being performed. Responsible for all safety activities and protocols.
- **HPM Consulting, Inc. 2018.** Safety Manager overseeing contractor's safety protocols and responsibilities for scaffolds, insulation and clean-up work. Audit, inspect, train and lead team members to drive for a continuous safety culture improvement. Serves as technical safety resource. Worked closely with contractor operations and safety management for continuous application of client's safety culture and protocols
- **BRACE Integrated Services 2018.** Safety Team member overseeing contractor's safety protocols and responsibilities for scaffolds, insulation and clean-up work. Audit, inspect, train and lead team members to drive for a continuous safety culture improvement. Serves as technical safety resource. Worked closely with contractor operations and safety management for continuous application of client's safety culture and protocols
- **Power Source Services 2018.** Oversee Lead Contractor's Safety protocols with identified Best Safe Work Practices to drive continuous safety culture improvement serving as a technical safety resource working closely with project operations management. Developed and presented safety training pre hire and post hire site and job specific, striving for continuous safety improvement and training.
- **Winter Storm Pax 2014, Guilford County, NC.** Project Manager for Ceres response to ice storm in North Carolina. Oversaw cleanup and disposal of over 400,000 cubic yards of debris.
- **Winter Storm 2013, Sioux Falls, SD.** Project Superintendent / Safety Manager for cleanup of vegetative storm debris. Responsible for overall safety, environmental compliance, traffic control, inspections and training.
- **Christmas Snowstorm 2012, Little Rock, AR.** Project Superintendent / Safety Manager responsible for overall safety & operations responsibility for performance, State & Federal environmental compliance standards, safety protocols for handling storm refuse, traffic control, sub-contractor inspections and safety compliance & training.
- **Superstorm Sandy 2012, Queens and Breezy Pointe, NY and Medford Township, NJ.** Project Superintendent / Safety Manager for Ceres response to Superstorm Sandy. Worked with Project Manager on performance, client satisfaction, State & Federal environmental compliance standards.

EDUCATION/CERTIFICATIONS

- Associates Degree Business Administration Management, College of Westchester White Plains, NY
- USACE CQM
- FEMA IS Courses: IS26, 33, 100a, 100HE, 102, 120a, 130, 139, 200, 230, 235, 240, 288, 293, 631, 632, 700a, 701a, 800b, 801- 814, 1900
- USAF – Honorable Discharge, Holloman Air Force Base, New Mexico, Crew Chief, F-4's, F-15's



Zach J. Schultz, Project Superintendent

After over a decade as a Heavy Equipment operator, Mr. Schultz began to take on more responsibility, first as a construction foreman, then as a superintendent, and most recently as a Project Manager. He has worked for some of the largest ski resorts in the U.S., work that required meticulous oversight and a strong regard for safety.

PROFESSIONAL EXPERIENCE

- **Oregon Wildfire Recovery 2020 – Current.** Project Superintendent for Oregon Department of Transportation providing Hazard Tree Removal Services for Operational Branch 1: Archie Creek Fire, Douglas County, Operational Branch 5: Thielson Fire, Douglas County and Operational Branch 6: Two Four Two Fire, Klamath County.
- **California Wildfire – Camp Fire, Butte County 2019.** Site Superintendent for the CalRecycle/CalOES clean-up project for hauling and disposal of debris generated by the Camp Fire wildfire in North-Central California in 2018, which is the largest debris mission in California in more than 100 years.
- **Northern California Wildfires Debris Removal 2018.** County Manager for the fire reclamation project in Napa County, CA following the fires between October and December of 2017.
- **Hurricane Florence 2018.** Project Manager for debris clean-up project in Lenoir County, NC.
- **Hurricane Irma 2017.** Project Manager overseeing debris clean-up in Miami Beach, FL.
- **Hurricane Matthew 2016.** Project Superintendent for various debris removal and disposal projects.
- **MK Weeden Construction July 2013-May 2014.** Reclamation Superintendent managing reclamations of oil well locations in the Bakken oil field, including but not limited to overseeing scrapers, dozers, and other excavating equipment.
- **Snow Mountain Services July 2012-July 2013. Excavating Superintendent,** managing all scopes of work from mass excavating, pipe welding, utility installation and pump house building/assembly.
- **The Canyons Ski Area November 2009-2016.** Grooming Foreman and heavy equipment operator who is responsible for grooming and excavating crews including scheduling, hiring, and personnel matters.
- **Snow Mountain Engineering May 2004-December 2008.** Foreman/Operator responsible for operating heavy equipment including excavators, bulldozers, front end loaders, and haul trucks.
- **Moonlight Basin Ski Area August 2003 - May 2004.** Director of Snow Surfaces responsible for managing and grooming the snow making departments as well as maintaining and repaired grooming equipment.
- **Canyons Resort June 1997-March 2003.** Heavy Equipment Operator/Foreman who participated in building the fourth largest ski resort in the US. Worked directly with Ctec/Poma/Dopplemayr in building of ski lifts. Worked directly with SMI/Techno Alpine/HKD/Lenko in the installation and operation of snow guns.

EDUCATION/CERTIFICATIONS

- 40-hour HAZWOPER Training, Certificate Number 1712141219955
- CPR certified
- H2S Safety
- OSHA 10
- Ground disturbance training and HESS training
- Heavy Bids 101 formal training

EQUIPMENT

- | | |
|-----------------------------------|---------------------------|
| ▪ Excavators (Cat 315-375) | ▪ Hydraulic side booms |
| ▪ Bulldozers (Cat D5-D9L) | ▪ Articulated haul trucks |
| ▪ Front end loaders (Cat 950-980) | ▪ Forklifts |

Garrett Shores, Project Manager

Mr. Shores has 20 years as an operations leader in the disaster recovery industry most recently serving as a contract Area Manager for Ceres Environmental on its 2018 ACI SAD Contract activation in Southwest Georgia. Mr. Shores is an expert at debris response particularly when it comes to debris quantity estimation, sectoring, subcontractor management and heavy equipment. Mr. Shores also owns a tree clearing business in Illinois yet is available to Ceres on an as-needed basis for CAT 4-5 or higher hurricanes.

PROFESSIONAL EXPERIENCE

- **Linn County, IA Derecho 2020.** Project Manager in Linn County, IA for collection, reduction, and disposal of over 1 million CY of debris.
- **Hurricane Michael 2018.** Area Manager in South Georgia for the USACE ACI Area 1 project.
- **Hurricane Irma 2017.** Area Manager in Glynn County, Georgia for Disaster Debris Collection and Removal of debris generated by Hurricane Irma.
- **Waterway Project 2017.** Area Manager in Savannah, Georgia.
- **Hurricane Matthew 2016.** Area Manager in Glynn County, Georgia following Hurricane Matthew in October.
- **Livingston Parish Floods 2016.** Area Manager for Ceres response to during the removal of vegetative and debris removal in Louisiana.
- **Littleton Storm and Timber 2013 – 2015.** Operations Manager for Hurricane Virginia in 2012 assisting on the DOT project.
- **Timer Exports 2009 - 2011**
- **Hurricane Ike 2008** Operations Manager in Harris County and Galveston County for Galveston Island Beach reclamation project.
- **Texas DOT contracts in Savannah, Georgia**
- **Hurricanes Katrina, Rita and Wilma, 2005.** Operations Manager
- **Hurricane Charley 2004.** Operations Manager for the massive damage in Deltona, Stanley Ormand Beach, and West Palm Beach in Hillsboro and Indian River counties.
- **Hurricane Isabel 2003.** Operations Manager for Virginia Beach, Virginia State Parks and Virginia DOT projects.
- **Louisiana Hurricane 2001.** Operations Manager during the Houston flood projects in Duscon, Eunice, and Abbeville City.
- **Arkansas Ice Storm 2000.** Operations Manager in several southwest Arkansas counties.
- **Wind Storm 1999.** Operations Manager in Burlington, North Carolina

Linda Smith, Accounting Manager

Ms. Smith has over 30 years of experience in leading accounting teams in day to day activities while providing owners, shareholders, and executives with financial information and guidance required to make informed business decisions.

PROFESSIONAL EXPERIENCE

- **Ceres Environmental Services, Inc.** Accounting Manager. In coordination with the director of storm accounting, responsible for the day-to-day functions of the entire storm accounting department and assisted the field operations to establish internal protocols.
 - **Oregon Wildfire Recovery 2020 – Current.**
 - **California Wildfires – Camp Fire, Butte County Hazardous Tree 2020**
 - **Oklahoma Ice Storm 2020 (5 jurisdictions)**
 - **Hurricanes Laura, Hanna, Sally, Delta, and Zeta 2020 (13 jurisdictions)**
 - **Linn County, IA – Derecho 2020**
 - **City of Atlanta, GA and Macon-Bibb County, GA – Bulk Waste 2020**
 - **Hamilton County, TN – Tornado 2020**
 - **Jones County, MS – Tornado 2020**
 - **Santa Rosa County, FL – Wind Event 2020**
 - **California Wildfires – Camp Fire, Butte County Debris Removal 2019**
 - **Northern California Wildfires 2018 (USACE)**
 - **Hurricane Michael 2018**
 - **Hurricane Irma 2017**
- **Resort Funding, LLC. 1997 – 2017.** Senior Accountant. Analyzed financial statements and created reports for monthly corporate reporting. Generated financial statements in accordance with GAAP and facilitated account closing procedures for multiple companies on a monthly basis. Created strong internal controls and accounting processes that reduced the financial statement close from 10 days to 3 days, which led to completion of 17 clean audits. Analyzed and researched reporting issues to improve accounting operations procedures. Reconciled multiple cash accounts daily for cash forecast and budget preparation and reviewed bent charges monthly for accuracy and to reduce costs. Maintained notes receivable in excess of \$500 million. Managed journal entries, invoices, and reconciled over 200 general ledger accounts annually. Reviewed and approved weekly borrowings and monthly servicer report for \$200 million warehouse facility. Led and provided guidance to accounting staff. Prepared for and assisted in annual audit and two agreed upon procedures annually for warehouse facilities. Managed all NSF payments from consumer account holders. Assisted other departments in identifying problems and finding solutions to correct, assisted IT in implementation of new systems and the controller in projects regularly. Maintained records of wire transfer procedures and ensured accurate processing. Developed written accounting policies and standard operating procedures and trained junior accountants using these policies and procedures.
- **Fay's Inc. 1995 – 1997.** Corporate Accountant participating in design, testing and implementation of accounts receivable system resulting in departmental efficiencies. Ms. Smith was also responsible for tracking and analysis of accounts receivable activity on decentralized systems in maintained at the store level.
- **National Commodity Clearance Center 1994 – 1995.** Bookkeeper managing inventory control and produced month financial statements and maintained accounts payable and receivable.
- **Sage-Dey Inc. 1989 – 1993.** Merchandise Accounting Supervisor overseen 10 employees, coordinated inventory and reconcile results while leading implementation of new hardware and software systems.

EDUCATION

- Bachelor of Science, Accounting 1989
- Minor in Economics, State University of New York at Oswego

CERTIFICATIONS

- ICS-100 Introduction to Incident Command System



Michael Smith, Quality Control Manager

Mr. Smith is a dynamic leader with extensive experience in Safety constructions, maintaining standards in manufactured products by testing a sample of the output against the specification. Delivers excellent on and offsite program management for locations around the world while ensuring compliance with laws and regulations within guidelines. Creates industry-leading programs that deliver significant cost savings and efficiency gains while minimizing risk and liability exposure in Heavy Industrial setting. Excels in training, developing, and coaching staff in US and globally.

PROFESSIONAL EXPERIENCE

- **Hurricane Laura 2020.** Project Manager in Santa Rosa County, FL for debris cleanup.
- **Puerto Rico Sheltering and Temporary Essential Power Program (STEP) 2019.** Project Manager for the PR STEP providing temporary repairs to single family dwellings with a monetary cap of \$20,000.00 per dwelling. Scope of work entailed numerous pre and post inspections, database creation/data management, applicant interaction/customer service, and the contracting and coordination of skilled tradesmen to provide electrical, HVAC, potable water and gas to a safe, secure and weatherproofed dwelling.
- **Hurricane Maria 2017 – 2018.** Senior Quality Control Manager/Superintendent for the ACI Emergency Temporary Roofing in Puerto Rico. Mr. Smith Implement systems of distribution, logistics, document controls/flow, work order and production tracking, inventory and material coordination for the construction of the roofs.
- **Hurricane Irma 2017.** Project Manager for the debris clean-up and disposal, DMS establishment & management, hangers, leaners, stumps and vegetative reduction in Highland, and Okeechobee Counties.
- **Morganza Hurricane Levee Project 2015.** Senior Quality Control System Manager/Project Manager for a massive levee system located just south of Houma, LA. These segments of levee make up approximately 9 miles of newly constructed earthen levee through the marsh.
- **Sky view Safety Services 2005-2006.**
Safety Supervisor responsible for all Safety Training and Orientation. Supervision of subordinate safety staff and monitoring a safety procedure in a Heavy Industrial setting.

EDUCATION/CERTIFICATIONS

- Home Inspection Certification for the State of Ohio – 2013
- Mold remediation & inspection Certification for the State of Ohio – 2010
- USACE Construction Quality Control Management for Contractors – 2006
- OSHA Certification: 30 Hours Construction and Safety Standards
- OSHA Certification: 10 Hours Construction Safety
- OSHA Training – Refinery Safety Courses – CSE Attendant/Entrant, Fire Prevention, Hazardous Gases, LOTD, First Aid/CPR and refinery safety standards.

Robert Smith, Project Manager

Mr. Smith creates strong team environments through customer focus, a clear vision and goals, and a strong performance management structure with the ability to implement corporate directives and ensure safety compliance.

PROFESSIONAL EXPERIENCE

- **Camp Fire Tree Removal, Butte County 2020.** Project Manager for the removal, processing, and final disposition of hazardous trees due to the 2018 Camp Fire. This work includes both right of entry (ROE) and rights-of-way (ROW) hazardous tree removal.
- **Oklahoma Ice Storm 2020.** Project Manager overseeing three projects: City of El Reno, City of Kingfisher, and the City of Piedmont. The work performed consisted of leaner and hanger removal, ROW vegetative removal, DMS operations, and the reduction of vegetative debris.
- **Hurricane Hanna 2020.** Project Manager overseeing three separate projects: Hidalgo County, the City of Pharr, and the City of Edinburg. Conducted ROW collection, disposal of vegetative debris and construction and demolition debris with all three clients. Also collected and disposed of white goods, household hazardous waste and electronic waste.
- **Camp Fire, Butte County 2018 – 2019.** Project Manager for the Clean-up project hauling and disposal of debris generated by the Camp Fire wildfire in North-Central California in 2018.
- **Hurricane Irma and Maria 2017.** Project Management oversight for vegetative, construction and demolition, and metal debris removal from local municipality ROW and other eligible public property in the U.S Virgin Islands for USACE ACI project following Hurricanes Irma and Maria. Work also included site preparation, debris reduction - chipping/mulching/grinding, and debris disposal.
- **Evergro Organic Recycling 2016-2017.** Vice President of Operations researching and acquiring a track of land that meets all TCEQ criteria to construct a biosolid composting facility. Focused on site operating plans and providing a permit application along with drawings drafted by a local project engineer.
- **New Earth Soils and Compost 2010-2016.** Vice President of Operations overseeing over 35 teams within two facilities, new constructions, and existing biosolid composting operations.
- **The Garick Corporation**
 - **Vice President of Operations 2007-2009.** overseeing six facilities and 250 associates in five different states, ensuring EPA/DEP and OSHA compliance practices, plant staffing, daily productions goals, payroll management, and inventory control.
 - **General Manager 2006-2007.** Responsible for the safety and productivity of a large group during peak season, including environmental compliance, profitability, and leadership development. Drafted and implemented operational procedure manual for companywide plant and safety operations.
- **United States Army 1991-2000.** Airborne Ranger as Scout Team Leader for the 25th Infantry Division in Oahu, Hawaii, a Pathfinder for the 101st Pathfinder detachment and a U.S. Army Ranger Instructor at the Mountain Phase of Ranger School. Responsible for assisting the squad leader to ensure squad combat readiness, including planning and supervision of soldier training. Assisted with tactical employment and continuous surveillance of the enemy while being responsible for daily training and safety of 600 rangers annually in mountaineering and combat missions.

EDUCATION

- Austin Peay State University, Clarksville, TN 2000

CERTIFICATIONS

- IS-00027 FEMA Logistics
- IS-00393.b Hazard Mitigation
- IS-00632.a Debris Operations
- ICS-100 Incident Command System
- IS-00200.c Initial Response
- IS-00042 Social Media, Emergency Management
- IS-00240.b Leadership and Influence
- IS-00552 Public Works Role, Emergency Management
- OSHA 30 Construction

Kevin Sudbury, Project Superintendent

Mr. Sudbury has a 20-year career that includes a far-reaching understanding of operations and finance as well as cross-functional experience in planning, project management, business administration, public speaking, technology and client support. He has a reputation for applying advanced problem-solving techniques that lead to the restoration of smooth-flowing procedures and systems, turning around failing projects and developing innovative solutions to any challenge. Mr. Sudbury is experienced with public and private sector clients and possesses demonstrated capability to analyze and translate complex customer requirements, plan for as well as execute simultaneous projects while ensuring project engagement across diverse groups of staff, management and clients.

PROFESSIONAL EXPERIENCE

- **Sabine River Authority 2021 – Current.** Project Superintendent for Sabine River Authority for the removal and disposal of hurricane generated debris.
- **Hurricane Sally 2020.** Project Superintendent for Escambia County School Board, FL following Hurricane Sally.
- **Butte County California Fire Debris 2019.** Logistics Chief/Subcontracting Manager. Responsible for project-wide and self-performing crew logistics support including resource planning, equipment acquisition, materials selection, competitive pricing evaluation, personnel housing and asset management. Secured required local permits for equipment laydown yard. Refocused subcontractor haul-out operations including a review of the existing haul-out operations, vetting and negotiating with new subcontractors, and provided subsequent operational oversight which led to a project savings of over \$400K. Interfaced with the Project Owner's team during bi-weekly planning meetings and provided daily as well as weekly reporting to the Incident Commander that drove decision-making activities. Actively involved in project closeout planning and responsible for the successful demobilization of all Ceres-owned assets.
- **Hurricane Michael Storm Debris 2018.** Operations Manager/Subcontracting Manager. Initially assigned as Subcontracting Manager for the USACE ACI Restricted SAD Region activation in 13 Georgia counties for the clean-up of debris generated by Hurricane Michael in October 2018. Elevated to Operations Manager for the final stage of the project with USACE approval. Responsible for the direct management of over 120 ROW debris haulers and haul-out subcontractors (1,000+ containers) across 13 counties. Duties included operational planning, zone closeout plans, DMS closeout plans, subcontractor management, overall project management and daily coordination with USACE. Developed a tracking and reporting system that provided internal decision makers and USACE with vital statistics that drove planning and operations decisions. Led the successful closeout of the project.
- **City of Coral Gables Hurricane Mitigation Grant Program 2018.** Senior Project Manager/Funding Specialist. Developed 4 HMGP successfully funded applications for disaster mitigation projects in response to Hurricane Irma. Application process included project planning, addressing environmental concerns, weekly interactions with local government staff and gaining the approval of the City Commission.
- **Apex Oil Terminal Improvements 2017.** Senior Project Manager. Responsible for developing procurement policies, ensuring 6 Good Faith Efforts were followed and documented to maximize DBE participation, pre-construction planning, project management, federal compliance (Davis Bacon, American Iron and Steel, EEO), financial reconciliation and close-out of a 7-month, FEMA-funded \$1,500,000 fuel terminal improvements project across 3 sites in different states with concurrent procurement and construction activities.
- **City of Miami Wagner Creek/Seybold Canal Stormwater Improvements 2017.** Senior Project Manager. Responsible for funding, project management, federal compliance (Davis Bacon, American Iron and Steel, EEO), financial reconciliation and close-out of an 18-month, FDEP/EPA funded \$21,000,000 sediment removal project that included 1 prime contractor and 4 subcontractors. Project was awarded the 2018 WEDA Environmental Excellence Award.
- **US Virgin Islands Gordon A. Finch Marine Terminal 2016.** Senior Project Manager. Responsible for the preparing a federal TIGER grant application, award acceptance, procurement and project management of a \$13,000,000 project to demolish and replace the existing Roll-On/Roll-Off pier as well as construction of horizontal and vertical site improvements. Developed Benefit-Cost Analysis that was used in part as a planning model/guide for future TIGER projects by USDOT.

- **City of Marco Island Septic Tank Replacement Program 2015.** Senior Project Manager. Responsible for the planning, funding, procurement, project management, federal compliance (MBE/WBE participation, Davis Bacon, Buy American, EEO), financial reconciliation and close-out of a 6-year, \$63,000,000 program that included 8 prime contractors and over 24 subcontractors. Project was highly complex with politicians and residents in opposition of the project at the beginning in addition to being in an environmentally sensitive region. Required frequent attendance and speaking at City Council meetings, addressing both Council and public concerns verbally and in writing as well as maintaining a public presence via direct outreach and media throughout the project. Worked hand-in-hand as an extension of City staff to ensure financial forecasting, environmental planning, project phasing and construction were properly aligned.
- **Collier County Wastewater System Improvements Program 2014.** Senior Project Manager. Responsible for the planning, funding, procurement, project management, federal compliance (Davis Bacon, EEO), financial reconciliation and close-out of a 8-year, \$140,000,000 program that included the construction and/upgrade of 3 wastewater treatment facilities with a combined capacity of over 55 MGD and 16 miles of collection mains. During the program, it was common for multiple large projects to be proceeding simultaneously requiring detailed planning and frequent coordination with County staff, County Commission and contractors.

EDUCATION/CERTIFICATIONS

- BA, Business Administration-Finance, Keiser University, Sarasota, FL
- AS, Computer Network Administration, Keiser University, Sarasota, FL
- OSHA 30
- FDOT Resident Compliance Specialist – Local Agency Program
- US DOT Title VI
- Microsoft Certified Systems Engineer (Retired)

SPEAKING ENGAGEMENTS/PROFESSIONAL ACKNOWLEDGEMENTS

- Florida Department of Transportation – “Simplifying Davis Bacon”
- Florida Department of Environmental Protection – “SRF: A Local Government Perspective”
- American Water Works Association – “SRF: A Local Government Perspective”
- Florida Department of Transportation Disadvantaged Business Enterprise SME
- Florida Department of Environmental Protection - Davis Bacon and American Iron and Steel SME

John Ulschmid, Project Manager

Mr. Ulschmid has more than 25 years of experience with Ceres Environmental Services, Inc. including project management of multiple FEMA-reimbursed contracts. Mr. Ulschmid manages the company's Construction and Demolition Division as well as various operational aspects of the Emergency Management Services Division, concurrently with the company's Public Affairs and Logistics Management. Mr. Ulschmid has also worked on a variety of other emergency response projects including emergency building demolitions due to floods, Emergency Bank Stabilization of the Mississippi River Lock and Dam 8, and multiple floodway and water control and mitigation construction projects. He has provided project management, supervision, and administration to several federal government clients including the U.S. Army Corps of Engineers, U.S. Air Force, U.S. Navy, U.S. Army, CAL OES, LA DOTD, and TX DOT along with multiple projects with cities, counties, municipalities, and other public agencies with revenues totaling in excess of \$1 Billion. Mr. Ulschmid attended the University of Minnesota, Carlson School of Management where he holds a bachelor's degree in Management Information Systems.

PROFESSIONAL EXPERIENCE

- **ODOT Archie Creek Fire Tree Removal 2020 – Current.** Senior Director for tree removal project as a result of the Archie Creek Fire in Oregon.
- **California Wildfires – Camp Fire, Butte County 2019-2020.** Senior Director for the CalRecycle clean-up project for hauling and disposal of debris generated by the Camp Fire wildfire in North-Central California in 2018, which is the largest debris mission in California in more than 100 years.
- **Hurricane Michael- SW Georgia 2018.** Deputy Operations Manager for USACE debris removal operation in 13 SW Georgia counties.
- **U. S. Virgin Islands Hurricane Recovery 2017-2019.** Project Manager for response to Hurricanes Irma and Maria on St. Croix, St. Thomas and St. John for debris removal and processing, marine vessel processing, and off-island disposal of 600K CY. C&D Debris was disposed of in CONUS requiring federal and state approvals and permitting.
- **Alabama Tornadoes 2011.** Management oversight for response to record-setting tornadoes that hit the Southeast, including management of over 1 million CY of debris in Jefferson County.
- **Emergency Levee Removal- Minot ND 2011.** Project Manager for emergency levee removal post Souris River flooding (a greater than 100-year flood event).
- **Hurricane Ike 2008.** Project management, logistics management, and contract administration of operations in Texas.
- **Hurricane Gustav 2008.** Supervision and contract administration of company operations for debris removal and disposal; Project Manager of HVAC project and LA DOTD roadway drainage repairs and improvements project in Louisiana
- **Hurricane Rita 2005.** Project management for debris removal and disposal of over 4.5 million cubic yards; Reduction of over 1.1 million cubic yards of debris; Removal and disposal of e-waste; demolition of approximately 253 storm damaged buildings in Terrebonne and Calcasieu Parishes, Louisiana
- **Hurricane Katrina 2005.** Project Manager for debris removal operations including 13 million cubic yards of hurricane debris in 11 Louisiana parishes; trimming and removal of over 165,000 hazardous trees; supervised over 12 miles of emergency levee repair & stabilization projects in St. Bernard and Plaquemines Parishes, Louisiana
- **Hurricanes Jeanne & Frances 2004.** Operations Manager in the collection and disposal of over 404,000 cubic yards of debris in Florida
- **Ice Storm 2002.** Safety Officer and Contract Administrator for operations which hauled more than 510,000 cubic yards of debris in Kansas City, Missouri

CERTIFICATIONS/TRAINING

- USACE CQM certified
- First Aid/CPR certified

Brent Whitten, Project Manager/Project Superintendent

Mr. Whitten has been involved in debris management and disaster recovery services for nearly 15 years. His work has ranged from demolition of residential and commercial sites after Hurricane Katrina to quality control for the U.S. Army Corps of Engineers to environmental sampling and monitoring after Hurricane Isaac. He is FEMA-certified in Debris Operations and the Incident Command System. He is also a FEMA-certified Disaster Housing Inspector. His responsibilities include direct supervision of a project and ensuring compliance with all safety and quality control regulations. Mr. Whitten brings strong organizational skills and the ability to motivate to any job.

PROFESSIONAL EXPERIENCE

- **Livingston Parish Emergency Watershed 2019 – Current.** Project Manager in Louisiana for the waterway debris removal project.
- **Northern California Wildfire Debris Removal 2018.** Quality Control Manager for the USACE ACI debris removal project in Lake, Mendocino and Napa Counties, CA following the fires between October and December of 2017.
- **Hurricane Irma 2017.** Project Manager in Pinellas County, FL for the Disaster Debris Collection and Removal of debris generated by Hurricane Irma.
- **Hurricane Irma 2017.** Project Manager for the hauling for final disposal of previously compacted and/or ground debris in Miami, FL.
- **Hurricane Irma 2017.** Project Manager for Gulfport City, FL for the clean-up of debris generated by Hurricane Irma.
- **Southeast Tornadoes 2017.** Provided direct supervision on post-tornado debris management project for Dougherty County. The project involved collection, removal and processing of over 650,000 cubic yards of debris.
- **Hurricane Ike 2008.** Area Manager overseeing debris removal from DOT roads and Right-of-Entry removal of stumps and logs, hiring subcontractors, and project planning by quadrant. Conducted daily safety meetings and provided daily reporting on contractor progress and performance.
- **Hurricane Gustav 2008.** Area Manager overseeing debris removal from DOT roads and Right-of-Entry removal of stumps and logs, hiring subcontractors, and project planning by quadrant. Conducted daily safety meetings and provided daily reporting on contractor progress and performance.
- **Linfield Hunter & Junius Inc., USACE New Orleans District, 2014-2016.** Quality Assurance Representative for USACE Construction Division. Responsible for conferring with the Construction Division in clarifying deviations or inadequacies in plans, impractical specifications and unworkable schedules.
- **SMC Buildings, Design/Build New Commissary, Fort Polk, LA, May – October 2014.** Quality Control Manager for design/build project. Responsible for maintaining the project submittal log and all other project specific quality control reports. Assembled project closeout documents that include O&M manuals, as-builts, and warranties.
- **Hurricane Isaac, CTEH/Providence Engineer and Environmental, 2012.** Conducted environmental sampling and data collection. Assisted in conducting research performing investigations for the purpose of identifying, abating, or eliminating sources of pollutants or hazards. Conducted air, water and/or soil sampling, meteorological monitoring.
- **Infinity Construction, St. Charles Parish, LA, February – September 2012.** Responsible for managing, implementing and enforcing the Accident Prevention Plan and the 385-1-1. Responsible for managing and implementing the QC Plan.
- **Benetech, LLC, New Orleans, LA, 2010-2012.** Safety Manager and Quality Control Manager for projects under Benetech. Responsible for overseeing and enforcing Benetech's safety program for various USACE construction jobs ranging from \$7,000,000 to \$25,000,000.
- **AquaTerra Contracting, New Orleans, LA, 2008-2010.** Safety Manager and Quality Control Manager on USACE job sites. Ensured proper safety was being followed per 385-1-1 and company safety policy. Prepared site specific AHA's. Implemented Accident Prevention Plan. Trained all employees on safety procedures. Conducted weekly safety meetings.

- **Environmental Chemical Corp., New Orleans, LA, 2006-2008.** Supervised the decommissioning, demolition, and disposal of privately properties in accordance with applicable federal, state and local requirements. Supervised the demolition of over 200 homes and commercial structures destroyed by Hurricane Katrina.
- **Post Buckley Schuh & Jernigan, Inc., 2004-2006.** Demolition Environmental Inspector and Evacuation Plan Writer following Hurricanes Wilma, Katrina, Charley, Frances, and Jean. Conducted oversight monitoring for RACM and C&D throughout Louisiana. Provided monitoring oversight for RACM floor tile removals throughout five (5) parishes.

EDUCATION/CERTIFICATIONS

- | | |
|--|--|
| ▪ BS, Wilberforce University. | ▪ FEMA IS-100 ICS |
| ▪ FEMA IS-102 FEMA Response Partners | ▪ FEMA IS-631 Public Assistance |
| ▪ FEMA IS-632 Debris Operations | ▪ OSHA 30 Hour Construction Safety |
| ▪ OSHA 40 Hour Hazwoper Training | ▪ USACE Training Safety & Health EM 385-1-1 |
| ▪ FEMA IS-00035.15 Safety Orientation 2015 | ▪ U.S. Army Corps of Engineers QCS/RMS Training |
| ▪ FEMA Disaster Housing Inspector (PARR) | ▪ U.S. Army Corps of Engineers Construction Quality Management |
| ▪ E-QIP # 3943088 | ▪ First Aid/CPR/AED |
| ▪ Hazwoper 2020 Refresher 8hr | |

Clayton Ross Young, Project Manager

Mr. Young has experience in Project Management and Field Supervisor for disaster recovery projects and construction projects. He has expertise in safety and regulation compliance, team building and leadership, budget forecasting and client/community relationship management. Mr. Young has led projects following disaster such as hurricanes, floods and tornadoes.

PROFESSIONAL EXPERIENCE

- **Hurricane Zeta 2020.** Project Superintendent in New Orleans for removal and disposal of hurricane generated debris.
- **Hurricane Laura 2020.** Project Manager in Santa Rosa County, FL for hurricane debris cleanup.
- **Puerto Rico Parks 2019.** Senior Project Manager during DRD 120+ Park projects.
- **Hurricane Michael 2018.** Senior Project Manager for Ceres response overseeing USACE ACI efforts in Thomas County, GA. Also, Project Manager in Panama City and Tallahassee, Florida.
- **Hurricane Florence 2018.** Field assessment lead for Ceres response team in North and South Carolina.
- **Hurricane Irma 2018.** Project Manager for Ceres response in Leon County, Florida.
- **Hurricane Harvey 2017.** Project Manager for Ceres response to the City of Pearland, Texas following Hurricane Harvey.
- **Louisiana Flooding 2016.** Field assessment lead during projects for Livingston Parish and Denham Springs following heavy rains and flooding in Louisiana.
- **Moore, OK Tornado 2013.** Field assessment lead for project response to the City of Moore, Oklahoma following an EF5 tornado.
- **Hurricane Isaac 2012.** Field Supervisor for response to jurisdictions in Louisiana following Hurricane Isaac.
- **Superstorm Sandy 2012.** Field Supervisor for cleanup efforts in New York and New Jersey after Superstorm Sandy.
- **Well Bore, Williston, ND.** Field Supervisor for Baker Hughes.

EDUCATION/CERTIFICATIONS

- B.S. Political Science, Business Administration & Management, University of Mississippi
- National Safety Council CPR Course
- OSHA 10-Hour Certification
- 100+ Hours of Disaster Relief Professional Development
- National Safety Council First Aid Course
- H2S Certified

Timothy Zantor, Imaging Supervisor, IT Support

Mr. Zantor brings 17 years of experience to Ceres of direct and remote computer support administration with extensive experience in multi-workstation and server configurations. Mr. Zantor is responsible for Ceres' electronic document library, image scanning and maintenance of electronic document retention guidelines. He is proficient in software including Maxwell Systems, Citrix, RMS/QCS, SQL Servers, VOiP Systems, Blackberry Servers and Exchange Servers.

PROFESSIONAL EXPERIENCE

- **California Wildfires and Camp Fire, Butte County 2018-2019.** Provided network administration, technical support, imaging and systems maintenance support to disaster response contract for Camp Fire in 2018 and the USACE Northern California Wildfires project in 2017.
- **Hurricanes Michael and Florence 2018 – 2019.** Provided network administration, technical support, imaging and systems maintenance support to disaster response contract 13 Georgia Counties, North and South Carolina and Florida.
- **Hurricane Harvey, Irma and Maria 2017.** Provided network administration, technical support, imaging and systems maintenance support to disaster response contract for three project recovery projects.
- **Hurricanes Hermine and Matthew 2016.** Provided network administration, technical support, imaging and systems maintenance support to disaster response contract.
- **Livingston Parish Waterway Cleanup 2015.** Provided network administration, technical support, imaging and systems maintenance support to disaster response contract in Louisiana.
- **Mississippi and Alabama Tornadoes 2014.** Provided network administration, technical support, imaging and systems maintenance support to disaster response contract in Mississippi and Alabama.
- **Winter Storm Pax 2014.** Provided network administration, technical support, imaging and systems maintenance support to disaster response contract in Georgia and North Carolina.
- **Hurricane Sandy 2012-2013.** Provided network administration, technical support, imaging and systems maintenance support to hurricane recovery contracts.
- **Hurricane Isaac 2012.** Provided network administration, technical support, imaging and systems maintenance support to hurricane recovery contracts in Louisiana.
- **Winter Storm Alfred 2011.** Provided network administration, technical support, imaging and systems maintenance support to winter storm recovery projects in Connecticut.
- **North Dakota Flood Recovery 2011.** Provided network administration, technical support, imaging and systems maintenance support to flood recovery operations.
- **Hurricane Irene 2011.** Provided network administration, technical support, imaging and systems maintenance support to hurricane recovery operations in Virginia and North Carolina.
- **Alabama Tornadoes April 2011.** Network administrative, imaging and systems maintenance support to debris clean up in nine Alabama locations which included trimming, loading, and hauling of debris. Also administrated data management and tabulation for Jefferson County and Jasper.
- **Haiti Earthquake 2010 – Present.** providing network administration, technical support, imaging and systems maintenance support to earthquake recovery operations in Port-au-Prince, Haiti.
- **Ice Storm 2009.** Network administrative, imaging and systems maintenance support to emergency debris clean up after Winter ice storm which included trimming, loading, and hauling of vegetative debris for county rights-of-ways in Kentucky
- **Hurricane Ike 2008.** System and electronic resources administration and operations support to county and city debris removal and disposal in Texas
- **Hurricane Gustav 2008.** Procurement, installation and configuring of network servers and workstations in support of field operations for emergency debris removal and disposal of over 1.9 million cubic yards of debris in Louisiana; Imaging support for debris tickets; Creation of wide area network (WAN) for secure TDSR sites and field offices; Maintenance management of network systems and electronic resources
- **Hurricane Dolly 2008.** Network administration and system maintenance support to debris removal, processing and disposal operations from county rights-of-ways in Texas
- **Iowa Flood 2008.** System support including network and internet access security to field operations for debris removal and disposal which also included white goods, C & D, and household hazardous waste removal and disposal in Iowa

- **Flood Control, Rio Puerto Nuevo, Rio Fajardo 2007.** Procurement, configuration, and IT support for Floodway Control (USACE) project in Puerto Rico
- **U.S. Army,** Aviation Battalion 1st Platoon Utility and Battalion Commanders Helicopter Crew Chief, Aviation Life Support Officer, and NBC Officer responsible for nuclear, biological, and chemical warfare prevention.

EDUCATION/CERTIFICATIONS

- Program Microcomputers Specialist, Century College
- Bachelor's degree, Information Technology, Colorado Technical University (in progress)
- Network Operating Systems training: Novell2.x, 3.1x, 4, & 5; Microsoft SBS; and Microsoft LAN
- LaserFiche Administrator, user ver. 8.0 training; LaserFiche Quick Fields ver. 7.0 training

Ed Ziegler, Project Manager

Mr. Ziegler has been in environmental services for 28 years, starting in building demolition, slab and foundation removal, restoration and asbestos abatement then moving to disaster recovery response while working on snow removal in the early 1990s. Mr. Ziegler has experience managing large scale demolition and construction projects.

PROFESSIONAL EXPERIENCE

- **Hurricane Laura 2020.** Project Superintendent in Vermillion Parish and City of Scott, LA for debris clean-up after Hurricane Laura in September 2020.
- **Hurricane Michael 2018.** Project Manager for the U.S. Army Corps of Engineers ACI SAD activation in 13 Georgia counties to perform debris clean-up after Hurricane Michael made landfall in October 2018.
- **Hurricane Matthew 2016.** Project Manager for the debris removal and disposal projects on all 40 TDR sites, City of Albany and Dougherty County following Hurricane Matthew in October.
- **Christchurch, New Zealand Demolition 2012 – 2013.** Project Manager for the demolition and soil remediation.
- **Hard Drives Construction 2003 – 2005.** Grade Foreman and Operator responsible for construction of roads and buildings.
- **Landwehr Construction 2001 – 2003.** Grade Foreman
- **El Centro California Naval Air Base 2000.** Project Manager for the demolition of a 1,393 M2 Cold Storage Facility. The project included building demolition, slab and foundation removal, asbestos abatement, lead based paint abatement, pcb ballast, electrical reroute, mercury switch removal, utility disconnects, and restoration.
- **Oklahoma City Tornadoes 1999.** Lead project manager for USACE contract providing debris removal, managing multiple debris sites, and demolishing damaged residential structures.
- **Fort Knox, Kentucky Demolition 1996.** Project Manager for the demolition of various building project. Work included demolition of approximately 8,825 m2 of one, two and three story wood frame or concrete/brick buildings, removal and disposal of pcb, demolition of associated asphalt, gravel and concrete surfaces and foundations, recycling of metals, crushing of brick, CMU, concrete footers, sidewalks, streets, and parking lots, the volume reduction of demolition debris (to conserve landfill space), the disposal of demolition debris, site restoration, and turn establishment.
- **Fort Benning, Georgia Demolition 1995.** Project Manager for demolition and recycling of various buildings. Demolition of 13,372 m2 from 39 buildings, 6 story power plant and 60-meter stack, asbestos abatement, lead abatement, removal of utility lines, foundations, pavements, and drainage structures, temporary sedimentation and erosion control, environmental protection, grading, site restoration and turf establishment
- **Fort McCoy, Wisconsin Demolition 1994.** Project Manager for the demolition of WWII wood frame buildings with concrete foundations project.
- **Wood Waste Recycling 1992 – 2020.** Grinder Superintendent for the Libertyville Navel Training Facility in Minnesota and Texas.
- **Seasonal Snow Removal 1992 – 2020.** Performing 28 years of snow removal for Ceres during the winter season. Clearing areas of snow accumulation and removing to off-site storage areas and responding to snow emergencies.
- **Fred Miller Asphalt 1992 – 1998.** Operator responsible for setting grades for crew members, operating equipment and CDLA.

EDUCATION/CERTIFICATIONS

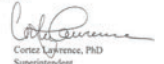
- OSHA Standard 1910.178

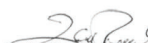
Employee Certifications

 Emergency Management Institute FEMA This Certificate of Achievement is to acknowledge that DAVID A PREUS has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00100.a Introduction to the Incident Command System, ICS-100 Issued this 25th Day of May, 2009 0.3 IACET CEU <i>Cortez Lawrence, PhD</i> Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ▪ Chuck Owens ▪ David Preus ▪ Dawn Brown ▪ Derek Pruner ▪ Earl Lutz ▪ Gail Hanscom ▪ Karl Dix ▪ Mike Hansen ▪ Patricia Macey ▪ Steve Johnson ▪ Tia Laurie ▪ Jason Alber
 Emergency Management Institute FEMA This Certificate of Achievement is to acknowledge that PATRICIA C MACEY has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00200.b ICS for Single Resources and Initial Action Incident, ICS-200 Issued this 22nd Day of December, 2010 0.3 IACET CEU <i>Vicki Schulz-McInroe</i> Superintendent (Acting) Emergency Management Institute	Ceres Employees Holding This Certification ▪ Chuck Owens ▪ Derek Pruner ▪ Earl Lutz ▪ Gail Hanscom ▪ Mike Hansen ▪ Patricia Macey ▪ Steve Johnson ▪ Jason Alber
 Certificate of Achievement This Certificate of Achievement is to acknowledge that Gail M. Hanscom Has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of requirements of the IS-300 INTERMEDIATE INCIDENT COMMAND SYSTEM COURSE as prescribed by the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management And Federal Emergency Management Agency This training sponsored and coordinated by the Champlin Office of Emergency Management Champlin, Minnesota Issued this 1st day of June, 2007 <i>David Schoups</i> Instructor Free Course meets the requirements for 12 hours of continuing education as recognized by the National Registry of Emergency Medical Technicians Minnesota 2007 credit applied for Gail M. Hanscom	Ceres Employees Holding This Certification ▪ Earl Lutz ▪ Gail Hanscom ▪ Mike Hansen ▪ Patricia Macey ▪ Steve Johnson

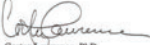
 Certificate of Achievement This Certificate of Achievement is to acknowledge that Gail M. Hanscom Has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of requirements of the IS-400 ADVANCED INCIDENT COMMAND SYSTEM COURSE as prescribed by the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management And Federal Emergency Management Agency <i>This training sponsored and coordinated by the Champlin Office of Emergency Management Champlin, Minnesota Issued this 1st day of June, 2007</i> <i>David Schuman</i> Instructor This Course meets the requirements for 12 hours of continuing education as required by the National Registry of Emergency Medical Technicians Minnesota POST credits applied for	Ceres Employees Holding This Certification ■ Earl Lutz ■ Gail Hanscom ■ Mike Hansen ■ Patricia Macey ■ Steve Johnson
 Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that TIA N LAURIE has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00700 National Incident Management System (NIMS), An Introduction <i>Issued this 22nd Day of December, 2008</i> 0.3 CEU <i>Curtis L. Lawrence, PhD</i> Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ■ Chuck Owens ■ Derek Pruner ■ Earl Lutz ■ Gail Hanscom ■ Karl Dix ■ Mike Hansen ■ Patricia Macey ■ Steve Johnson ■ Tia Laurie
 Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that JASON ALBER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00800.b National Response Framework, An Introduction <i>Issued this 11th Day of July, 2016</i> 0.3 IACET CEU  Tony Russell Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ■ Chuck Owens ■ Derek Pruner ■ Karl Dix ■ Patricia Macey ■ Tia Laurie ■ Jason Alber

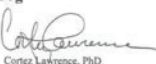
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00001 Emergency Program Manager An Orientation to the Position <i>Issued this 22nd Day of April, 2010</i> 1.0 IACET CEU   Cortez Lightness, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ■ Derek Pruner
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that TIA N LAURIE has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00010 Animals in Disaster, Awareness and Preparedness <i>Issued this 31st Day of December, 2008</i> 1.0 CEU  Cortez Lightness, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ■ Tia Laurie
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that JASON ALBER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00026 Guide to Points of Distribution <i>Issued this 11th Day of July, 2016</i> 0.4 IACET CEU   Tony Russell Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ■ Derek Pruner ■ Jason Alber

Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that JASON ALBER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00033.16 FEMA Initial Ethics Orientation 2016 <i>Issued this 11th Day of July, 2016</i>  0.1 IACET CEU  Terry Russell Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ▪ Derek Pruner ▪ Jason Alber
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that TIA LAURIE has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00102 Deployment Basics for FEMA Response Partners <i>Issued this 2nd Day of January, 2009</i>  0.1 CEU  Cortez Lawrence, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ▪ Derek Pruner ▪ Tia Laurie ▪ Jason Alber
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that JASON ALBER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00120.a An Introduction to Exercises <i>Issued this 8th Day of July, 2016</i>  0.5 IACET CEU  Terry Russell Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ▪ Derek Pruner ▪ Jason Alber

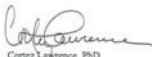
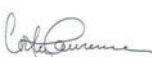
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00130 Exercise Evaluation and Improvement Planning Issued this 20th Day of April, 2010  0.5 IACET CEU  Cortez Lawrence, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ■ Derek Pruner
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00139 Exercise Design Issued this 21st Day of April, 2010  1.5 IACET CEUs  Cortez Lawrence, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ■ Derek Pruner
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that JASON ALBER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00230.d Fundamentals of Emergency Management Issued this 8th Day of July, 2016  0.6 IACET CEU  Tony Russell Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ■ Derek Pruner ■ Jason Alber

Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that JASON ALBER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00235.c Emergency Planning Issued this 8th Day of July, 2016   0.5 IACET CEU	Ceres Employees Holding This Certification ▪ Derek Pruner ▪ Jason Alber
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that JASON ALBER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00240.b Leadership and Influence Issued this 11th Day of July, 2016   0.5 IACET CEU	Ceres Employees Holding This Certification ▪ Derek Pruner ▪ Jason Alber
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that JASON ALBER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00288.a The Role of Voluntary Agencies in Emergency Management Issued this 11th Day of July, 2016   1.0 IACET CEU	Ceres Employees Holding This Certification ▪ Derek Pruner ▪ Jason Alber

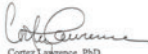
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00293 Mission Assignment Overview Issued this 30th Day of March, 2010  0.3 IACET CEU  Cortez Lighten, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ■ Derek Pruner
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that TIA LAURIE has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00630 Introduction to the Public Assistance Process Issued this 21st Day of December, 2009  0.2 IACET CEU  Cortez Lighten, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ■ Patricia Macey ■ Tia Laurie
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00631 Public Assistance Operation I Issued this 7th Day of April, 2010  0.7 IACET CEU  Cortez Lighten, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ■ Derek Pruner ■ Karl Dix

Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that TIA N LAURIE has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00632 Intro to Debris Opers in FEMA's Public Assis. Prg Issued this 8th Day of August, 2008 0.5 CEU  Cortez Lawrence, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ▪ Derek Pruner ▪ Karl Dix ▪ Tia Laurie ▪ Jason Alber
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that JASON ALBER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00701.a NIMS Multiagency Coordination System (MACS) Issued this 8th Day of July, 2016 0.5 IACET CEU   Tony Russell Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ▪ Derek Pruner ▪ Karl Dix ▪ Jason Alber
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00703.a NIMS Resource Management Issued this 13th Day of April, 2010 0.3 IACET CEU   Cortez Lawrence, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ▪ Derek Pruner ▪ Karl Dix

Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00801 Emergency Support Function (ESF) #1 Transportation <i>Issued this 15th Day of April, 2010</i>   Cortez L. Lawrence, PhD Superintendent Emergency Management Institute 0 IACET CEU	Ceres Employees Holding This Certification ■ Derek Pruner
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00802 Emergency Support Function (ESF) #2 Communications <i>Issued this 15th Day of April, 2010</i>   Cortez L. Lawrence, PhD Superintendent Emergency Management Institute 0 IACET CEU	Ceres Employees Holding This Certification ■ Derek Pruner
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00803 Emergency Support Function (ESF) #3 Public Works and Engineering <i>Issued this 15th Day of April, 2010</i>   Cortez L. Lawrence, PhD Superintendent Emergency Management Institute 0 IACET CEU	Ceres Employees Holding This Certification ■ Derek Pruner

Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00804 Emergency Support Function (ESF) #4 Firefighting <i>Issued this 16th Day of April, 2010</i>   Cortez Legrence, PhD Superintendent Emergency Management Institute 0 IACET CEU	Ceres Employees Holding This Certification ■ Derek Pruner
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00805 Emergency Support Function (ESF) #5 Emergency Management <i>Issued this 16th Day of April, 2010</i>   Cortez Legrence, PhD Superintendent Emergency Management Institute 0 IACET CEU	Ceres Employees Holding This Certification ■ Derek Pruner
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00806 Emergency Support Function (ESF) #6 Mass Care, Emerg. Assistance, Housing, Human Services <i>Issued this 30th Day of March, 2010</i>   Cortez Legrence, PhD Superintendent Emergency Management Institute 0 IACET CEU	Ceres Employees Holding This Certification ■ Derek Pruner

Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00808 Emergency Support Function (ESF) #8 Public Health and Medical Services <i>Issued this 17th Day of April, 2010</i> 0 IACET CEU   Cortez Legrence, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ■ Derek Pruner
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00809 Emergency Support Function (ESF) #9 Search and Rescue <i>Issued this 17th Day of April, 2010</i> 0 IACET CEU   Cortez Legrence, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ■ Derek Pruner
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00810 Emergency Support Function (ESF) #10 Oil and Hazardous Materials Response <i>Issued this 17th Day of April, 2010</i> 0 IACET CEU   Cortez Legrence, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ■ Derek Pruner

Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00811 Emergency Support Function (ESF) #11 Agriculture and Natural Resources <i>Issued this 17th Day of April, 2010</i> 0 IACET CEU   Cortez Lawrence, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ■ Derek Pruner
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00812 Emergency Support Function (ESF) #12 Energy <i>Issued this 17th Day of April, 2010</i> 0 IACET CEU   Cortez Lawrence, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ■ Derek Pruner
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00813 Emergency Support Function (ESF) #13 Public Safety and Security <i>Issued this 17th Day of April, 2010</i> 0 IACET CEU   Cortez Lawrence, PhD Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ■ Derek Pruner

Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00814 Emergency Support Function (ESF) #14 Long-Term Community Recovery Issued this 17th Day of April, 2010   Cortez Legrence, PhD Superintendent Emergency Management Institute 0 IACET CEU	Ceres Employees Holding This Certification ■ Derek Pruner
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that DEREK E PRUNER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-01900 National Disaster Medical System (NDMS) Federal Coordinating Center Operations Issued this 18th Day of April, 2010   Cortez Legrence, PhD Superintendent Emergency Management Institute 0.3 IACET CEU	Ceres Employees Holding This Certification ■ Derek Pruner
Certificate of Completion Awarded to Gail M. Hanscom Debris Management Planning for State, Tribal, and Local Officials National Hurricane Conference Orlando, Florida March 31–April 1, 2008 Emergency Management Institute Federal Emergency Management Agency  Virginia Schifano-Kilbuck Acting Superintendent Emergency Management Institute	Ceres Employees Holding This Certification ■ David Preus ■ Gail Hanscom

 has completed the Corps of Engineers and Naval Facility Engineering Command Training Course CONSTRUCTION QUALITY MANAGEMENT FOR CONTRACTORS - #784 University of North Florida Jacksonville, FL Location November 12, 2014 Training Date(s) NAVAFAC SE Instructional District/ NAVAFAC Robert "Whit" Heffington P.E. NAVAFAC SE C51 904-542-6680 COM-5 Manager Facilitator/Instructor Signature Director, USACE Learning Center THIS CERTIFICATE EXPIRES FIVE YEARS FROM DATE OF ISSUE Florida Construction Industry Licensing Board - 10 Continuing Education Hours University of North Florida / NAVAFAC SE - Provider #003145, Course # 0608220	Ceres Employees Holding This Certification ■ Gail Hanscom ■ Chuck Owens ■ David Davenport ■ Derek Pruner ■ Ron Rodriguez ■ Tia Laurie
 Certificate of Completion Presented to: JAKOB THOMPSON On 1/27/2012, JAKOB THOMPSON successfully completed the OSHA 30 Hour Outreach Training for General Industry. OSHA TRAINING CENTER UNIVERSITY OF SOUTH FLORIDA American Safety Council	Ceres Employees Holding This Certification ■ Chuck Owens ■ David Davenport ■ Jake Thompson ■ Ron Rodriguez
 Certificate of Completion Presented to: JAKOB THOMPSON On 1/20/2012, JAKOB THOMPSON successfully completed the 10-Hour OSHA Outreach Training Course for General Industry. OSHA TRAINING CENTER UNIVERSITY OF SOUTH FLORIDA American Safety Council	Ceres Employees Holding This Certification ■ David Davenport ■ Huey DeVille ■ Jake Thompson ■ Mike Hansen ■ Ron Rodriguez ■ Steve Johnson

 OSHA.com Online OSHA Training Certificate of Course Completion Jakob Thompson 40 Hr HAZWOPER 04/22/2012 12:24 CST Student's Name Course Title Course Completion Date _____ Student's Signature 2309315 _____ 40 Certificate Number # of hours approved I hereby attest that I have completed the above named safety course in accordance with the ethical guidelines defined by, OSHA.com. I acknowledge that I consumed all information and took all Partnered quizzes and/or final tests. OSHA.com	Ceres Employees Holding This Certification ■ David Davenport ■ Jake Thompson ■ Patricia Macey
 American Academy of CPR & First Aid, Inc. <i>This is to certify that</i> GAIL HANSCOM <i>has completed the course in</i> Adult CPR <i>This individual has successfully completed the above mentioned course, and has demonstrated proficiency in the subject by passing the examination, in accordance with the terms and condition of American Academy of CPR and First Aid, Inc.</i> AB432673-ADL 07/24/2014 07/24/2016 J. Gowan MD Certification Number Issue Date Renewal Date Director of Training Jehangir Gowani, MD	Ceres Employees Holding This Certification ■ Chuck Owens ■ Gail Hanscom

A.10 Federal Identification Number

The Federal Identification Number (FEIN) for Ceres Environmental Services, Inc. is **41-1816075**.

B.1 Current Contracts in Florida and Allocated/Available Resources

Current Contracts in Florida

Ceres Environmental Services, Inc. currently has more than 200 pre-position Emergency Response contracts in place across the country. The following table contains information pertaining to our Florida contracts.

Contract Owner	Contract Title/Type	Contract Start	Contract End	Name and Title Contract POC	Contact Phone
Atlantic Beach, FL (City of)	RFP#:17-02 Disaster Debris Removal Services	12/1/2017	12/1/2022	Mr Scott Williams, Interim Public Works Director	(904) 247-5834
Bay County, FL	16-25 Disaster Debris Removal & Disposal Services	9/20/2016	12/31/2021	Ms. Karen Grindle, Purchasing Director	(850) 248-8275
Bradenton, FL (City of)	RFP#18-03 RW Disaster Debris Collection services	07/31/18	07/31/21	Mr. Ralph Ward, Purchasing Manager	
Bradenton Beach, FL (City of)	RFP #16-02 Disaster & Debris Management Services	8/24/2016	8/24/2021	Lt. John Cosby, Disaster Coordinator	(941) 778-1005
Broward County BOCC, FL	Contract C2111741B1_3 Temporary Debris Management Site Services (TDSR)	04/03/17	03/30/21	Mr. Richard Meyers, SWRS Program Manager	(954) 474-1848
Broward County BOCC, FL	Disaster Debris Clearing and Removal Services T2111251B1 (Old #3597)	10/10/2016	3/30/2021	Mr. Richard Meyers, SWRS Program Manager	(954) 474-1848
Cape Coral, FL (City of)	Emergency Disaster Assistance & Debris Removal Contract#: CON-PW18-78/MM-A	1/17/2019	1/17/2022	Mr. Mark Milkovich, Procurement Specialist	(239) 574-0844
Casselberry, FL (City of)	RFP#:2017-0194-C Disaster Debris Removal/Management Services & Ancillary Preparation/Recovery Services	8/14/2017	8/13/2021	Mr. Willie Velez, Procurement Administrator	(407)262-7700
Clay County, FL	RFP No. 18/19-95: Debris Removal	4/23/2019	4/23/2024	Mr. Glenn East, Interim Emergency Management Director	(904) 284-7703
Clermont, FL (City of)	RFP#18-023 Emergency Vegetative Debris Removal Services	7/16/2018	7/16/2021	Mr. Freddy L. Suarez, Purchasing Director	(352) 241-7350
Collier County, FL	Contract #15-6365 Disaster Debris Management, Removal & Disposal Services	11/11/2015	1/11/2022	Ms. Joanne Markiewicz, Director, Procurement Services Division	(239) 252-8407
Columbia County, FL	RFP#: 2020-B Disaster Debris Removal and Disposal Services	8/20/2020	8/19/2023	Ms. Esther Chung, Purchasing Director	386-755-4100
Coral Gables, FL (City of)	Coral Gables (City) FL RFP#: 2018-009 Disaster Debris Removal Services - tertiary BAFO	10/20/2018	10/20/2021	Ms. Yusbel Gonzalez, Procurement Specialist	(305) 460-5107
Coral Springs, FL (City of)	Disaster Recovery Services	5/20/2020	5/24/2025	Ms. Roxanne Sookdeo, CPPB, Senior Purchasing Agent	954-344-1103
Daytona Beach, FL (City of)	Emergency Disaster Debris Removal 0112-1180	9/19/2012	10/7/2022	Mr. David Waller, Deputy Public Works Director	(386) 671-8681
DeSoto County, FL	RFP 18-12-00 Emergency Debris Management Services	6/12/2018	6/12/2023	Ms. Jacque Daniels, Purchasing Agent	(863) 993-4816

Contract Owner	Contract Title/Type	Contract Start	Contract End	Name and Title Contract POC	Contact Phone
Doral, FL (City of)	ITB#: 2018-09 Emergency Debris Removal	6/7/2018	5/23/2021	Mr. Carlos Arroyo, Asst Public Works Director/Chief of Construction	(305) 593-6740
Dunedin, FL (City of) FL	Participant Agreement Disaster Debris Collection & Removal Services as part of Pinellas County's Co-operative Contract RFP #156-0491-P(JA)	8/21/2017	8/21/2022	Mr. Chuck Ankney, Purchasing Agent	(727) 298-3077
Edgewater, FL (City of)	RFP 16-ES-012 Emergency Debris Hauling and Disposal	8/16/2016	11/30/2021	Ms. Pat Drosten, Purchasing Specialist	(386) 424-2400
Escambia County School District, FL	RFP #141802 Tree Debris Removal	6/1/2014	5/31/2021	Mr. Greg Gibbs, Director of Maintenance & Custodial Services	(850) 469-6210
Escambia County, FL	PD # 18-19.027 Debris Hauling Services	5/25/2020	5/31/2022	Ms. Kaci Whitaker, Purchasing Support	850-595-4947
Fort Myers, FL (City of)	RFP #0038-19, DISASTER RECOVERY SERVICES	8/30/2019	8/30/2024	Ms. Cindy Logan, Purchasing and Contracts Division	(239) 321-7232
Fort Pierce, FL (City of)	FL-RFP No. 16-060 Emergency Debris Removal (PB off St. Lucie County, FL #3632)	3/28/2019	3/27/2021	Ms. Melissa Simberlund,	(772) 462-1799
Gadsden County, FL	Bid No. 20-15 Debris Removal	TBD	TBD	Ms. Sandra Ford, Management Services	(850) 875-7243
Gainesville, FL (City of)	RFP#: PWWM180068-DH Disaster Debris Management	7/23/2018	7/23/2022	Ms. Diane Holder, Sr.Buyer	(352) 334-5021
Gulfport, FL (City of)	RFP#:156-0491-P (JA) Disaster Debris Collection and Removal Svcs as part of Pinellas County's Cooperative Contract	9/25/2017	9/25/2022	Mr. Don Sopek, Public Works Director	(727) 893-1090
Hernando County, FL	20-TF0023/TPR Emergency Debris Removal	5/12/2020	5/11/2023	Ms. Tonya Parker-Rimes, Purchasing Agent I	352-754-4020
Highlands (County) FL	RFP: 20-017 Disaster Debris Removal and Recovery Services	8/4/2020	8/4/2023	Ms. Lori DeLoach, Purchasing Analyst	(863) 402-6500
Holly Hill, New Smyrna Beach, FL	RFP 19-PW-16 Emergency Debris Hauling & Disposal	6/11/2019	6/11/2024	Mr. Les Gill, City Manager, City of South Daytona	(386) 322-3000
Hollywood, FL (City of)	RFP#: 4592-18-PB Emergency Response and Recovery Services	7/23/2018	7/22/2021	Ms. Sylvia Glazer, Public Works Director	(954) 967-4526
Holmes Beach, FL (City of)	RFP 19-042-Disposal of Disaster Generated Debris	6/1/2020	6/1/2025	Eran Wasserman, Emergency Management	
Homestead, FL (City of)	Debris Removal Services	9/5/2017	8/17/2021	Ms. Carol McPatrick, Purchasing Manager	(305) 224-4626
Indian Rocks Beach, FL (City of)	Bid No. 156-0491-P (JA) Disaster Debris Collection and Removal Svcs as part of Pinellas County's Cooperative Contract RFP: 156-0491-P (JA)	8/16/2017	8/16/2022	Mr. Dean Scharmen, Public Services Director	(727) 595-6889

Contract Owner	Contract Title/Type	Contract Start	Contract End	Name and Title Contract POC	Contact Phone
Jackson County, FL	Jackson County Non-Exclusive Contract for Debris Removal and Disposal Services	2/25/2020	2/24/2022	Ms. Judy Austin,	850-482-9633
Jacksonville Beach, FL (City of)	RFP 03-1920, Standby Contract for Disaster Debris Management, Recovery & Response Services	9/22/2020	9/21/2025	Mr. Dennis Dupries, Construction Project Manager	(904) 247-6117
Indian River County, FL	RFP 2020025 Disaster Debris Removal and Disposal	4/20/2020	4/19/2022	Ms. Jennifer Hyde, CPPO, Purchasing Manager	772-226-1575
Jupiter Island (Town) FL	2020-10 Debris REMOVAL RFP	7/31/2020	7/31/2023	Ms Vanessa Mutchnik, Town Clerk	772-545-0100
Jupiter Island (Town) FL	2020-11 Debris DISPOSAL RFP	7/31/2020	7/31/2023	Ms Vanessa Mutchnik, Town Clerk	772-545-0100
Lake Mary, FL (City of)	Emergency Debris Removal Services	3/5/2019	3/5/2022	Jackie Sova, City Manager	(407) 585-1419
Lakeland, FL (City of)	Annual Disaster and Debris Management Services, Bid No. 5133	6/10/2015	7/20/2022	Ms. Lana Braddy, Public Works Project Coordinator	(863) 834-6779
Lauderdale Lakes, FL (City of)	#18-3410-11R Emergency Debris Removal Services	06/26/18	06/26/23	Mr. Bobby William, Purchasing Manager	(954) 535-2794
Leon County, FL	RFP #BC-03-27-17-29 Debris Removal and Disposal Services	5/15/2017	5/31/2022	Mr. Don Tobin, Purchasing	(850) 606-1600
Long Boat Key, FL (Town of)	RFP 19-043-Debris Removal Services	8/23/2019	8/23/2024	Kari Kennedy,	
Longwood, FL (City of)	Longwood (City) FL RFP#: 07262018 Disaster Debris Removal Services	9/21/2018	9/21/2021	Mr. Greg Kirby, Purchasing Manager	(407) 260-3480
Lynn Haven, FL (City of)	Debris Clearing and Removal Services	8/1/2019	7/31/2022	Ms. Vickie Gainer, Acting City Manager	(850) 265-2121
Manatee County, FL	RFP #14-0330FL Debris Management Services	5/5/2014	1/31/2021	Mr. Frank G. Lambertson, Contracts Negotiator Purchasing	(941) 749-3042
Margate, FL (City of)	RFP#:2018-016 Disaster Debris Management Services	7/11/2018	7/11/2023	Mr. Spencer L. Shambray, Purchasing Manager	(954) 935-5341
Marianna, FL (City of)	Debris Removal, Reduction and Hauling Services	10/7/2019	10/6/2024	Mr. Jim Dean,	(850) 482-4353
Melbourne, FL (City of)	RFP #02-040-0-2016/BB Disaster Debris Removal Services	5/16/2016	5/15/2021	Ms. MaryBeth VanZandt, Senior Buyer	(321) 608-7063
Miami Beach, FL (City of)	RFP#: 2018-002-JC Disaster Recovery Services	2/21/2019	2/21/2022	Mr. Jason Crouch, Contracting Officer	(305) 673-7000
Miami Shores Village, FL	Removal and Disposal of Debris	11/16/2018	11/16/2021	Mr. Scott Davis, Director of Public Works	(305) 795-2210
Miami Springs, FL (City of)	RFP#: 03-17/18 Disaster B = Debris Removal and Emergency Response Services	12/18/2018	12/12/2021	Ms. Tammy Romero, Assistant City Manager	(305) 805-5054
Miami, FL (City of)	ITB#274253 Emergency Debris Removal & Disposal Services	8/6/2014	3/6/2021	Ms. Aimee Gandarilla, Purchasing	(305) 416-1925

Contract Owner	Contract Title/Type	Contract Start	Contract End	Name and Title Contract POC	Contact Phone
Miami-Dade County, FL	RTQ-00618 Pre-Qualification Pool for Emergency Debris Removal for multiple County departments., Police, Housing, seaport, Solid Waste, Transportation and Public Works, Water & Sewer	6/1/2018	6/1/2023	Mr. Frederick Taylor, Procurement Contracting Manager	(305) 375-1078
Miramar, FL (City of)	RFP No. 18-03-20 Debris Management & Removal Services	7/3/2018	7/2/2021	Ms. Brenda Martin, Procurement Manager	(954) 602-3054
Mount Dora, FL (City of)	RFP#:18-PW-004 Emergency Debris Hauling and Disposal	4/17/2018	4/17/2023	Ms. Marilyn Douglas, Purchasing Manager	(352) 735-7179
Nassau County, FL	RFP#:NC18-014 Disaster Debris Management (Removal Services)	9/18/2018	9/18/2021	Mr. Greg Foster, Emergency Management Director	(904) 548-0900
New Port Richey, FL	RFP-18-004 Disaster Recovery and Removal Services	1/22/2018	1/22/2021	Mr. Barret H Doe, Public Works Assistant Director	(727) 841-4537
Newberry, FL (City of)	RFP No. 2019-05 Disaster Debris Removal and Disposal Services	11/25/2019	11/24/2024	Ms. Marina Jull, Staff Assistance-Utilities and Public Works	(352) 472-1537
North Miami, FL (City of)	(Pre-Qualification) RFQ No. 15-17-18 Disaster Debris Removal	5/22/2018	5/22/2021	Mr. Alberto Destrade, Purchasing Director	(305) 895.9886
North Port, FL (City of)	RFP NO. 2019-48: Debris Management Services and Ancillary Preparation/Recovery Services	5/28/2019	3/31/2022	Mr. Keith Raney, Contract Administrator I	(941) 429-7102
NW Florida Water Management District, FL (Covers 16 Counties and 11,305 square mile area)	20-001 RECOVERY EFFORTS AND DEBRIS REDUCTION AND CLEARANCE SERVICES (Covers 16 Counties and 11,305 square mile area)	7/8/2020	7/30/2025	Ms. Lyn Shiver, Asset Management Admin Asst	(850) 539-5999, ext. 308
Ocala, FL (City of)	RFP#: PWD/18-011 Emergency Debris Removal Services	6/20/2018	6/20/2022	Ms. Marian Tomlin, Lead Buyer	(352) 629-8360
Ocean Ridge, FL (Town of)	#17-204D Hurricane Disaster Debris Removal, Reduction & Disposal Services (Inter-Local Agmt with Solid Waste Auth of Palm Beach Gardens)	8/15/2017	5/7/2022	Tracey Stevens, Acting Town Manager	(561) 232-4043
Ocoee, FL (City of)	RFP#:18-002 Emergency Disaster Debris Removal Services Contract	9/26/2018	9/26/2021	Mr. Steve Krugg, Public Works Director	(407) 905-3170
Okaloosa County, FL	RFP PW41-17 Emergency Debris Removal	9/20/2017	9/30/2021	Ms. DeRita Mason, Purchasing	(850) 689-5960
Palm Bay, FL (City of)	Disaster Recovery Debris Removal Services RFP#: 36-0-2017 (Old #3660)	5/31/2017	5/31/2022	Ms. Joanne Aquiar, Engineering Tech	(321) 952-3403
Palm Beach County, FL (SWA)	17-204 Hurricane/Disaster Debris Removal, Reduction and Disposal	5/8/2017	5/7/2022	Ms. Sandra Brady, Purchasing	(561) 640-4000
Palm Beach Gardens, FL (City of)	Emergency Debris and Disaster Recovery Services, RFP2016-032EM(A)	2/9/2017	1/31/2022	Mr. David Reyes, Public Works	(561) 804-7015
Palmetto Bay, FL (Village of)	Emergency Debris Removal and Disposal RFP No. 1819-11-010	6/19/2019	6/19/2022	Ms. Litsy Pittser, Procurement Specialist	(305) 259-1234

City of Cocoa

P-21-15-COC Disaster Debris Removal/Management Services and Ancillary Preparation/Recovery Services

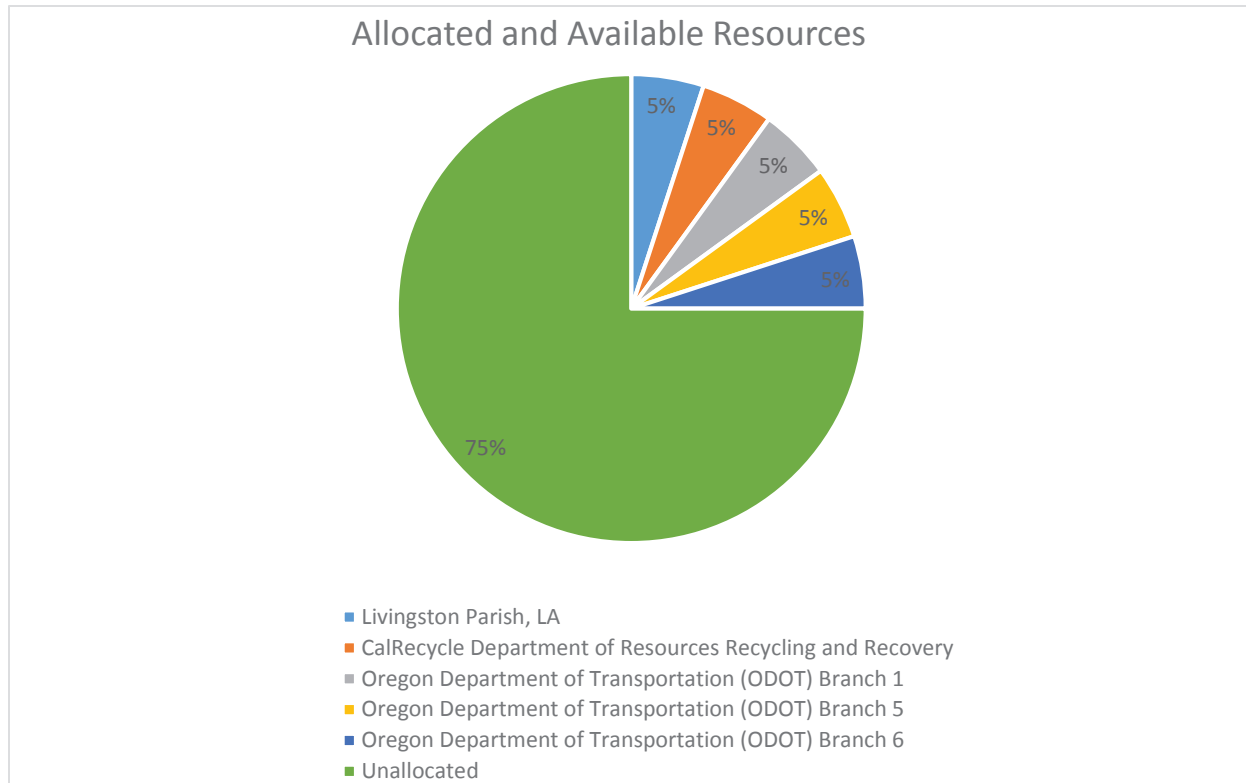
Contract Owner	Contract Title/Type	Contract Start	Contract End	Name and Title Contract POC	Contact Phone
Pembroke <u>Park</u> , FL (<u>Town of</u>)	RFP 19-020 Disaster Debris Removal Services	12/13/2019	12/12/2022	Mr. Todd Larson, Public Works Director	(954) 966-4600 (954) 275-2350 (cell)
Pembroke Pines, FL (City of)	RFP#: AD-18-18-03 Disaster and Debris Management Services	9/1/2018	10/30/2021	Mr. Steven P. Buckland, Asst Director of Public Works	(954) 518-9107 (954) 214-8530 (cell)
Pinellas County, FL	Disaster Debris Collection & Removal RFP#: 156-0491 P(JA)	7/10/2017	12/31/2022	Ms. Christopher J. Casey, E.I. Armstrong, Procurement Analyst Coordinator	(727)464-5323
Pinellas Park, FL (City of)	Disaster Debris Collection and Removal Participant	8/7/2017	8/7/2022	Mr. Kyle Arrison, Stormwater Supervisor	(727) 369-5621
Polk County Schools, FL	RFP 15-525 Disaster Debris Removal Services	1/27/2016	1/1/2021	Mr. Harold Hamby Jr., Purchasing Agent	(863) 534-0575
Polk County, FL	RFP 15-525 Disaster Debris Removal Services	9/15/2015	3/1/2021	Mr Ken Brush, Procurement Contracts Manager	863.534.6727
Port Malabar/Holiday Park, FL	PB off Palm Bay RFP#: 36-0-2017 Disaster Recovery Debris Removal Services	7/22/2019	5/31/2021	Ms. Sheree ,	(321) 724-2240
Port St. Lucie, FL (City of)	Ebid#:20170147 (Old 3656)	8/3/2017	8/2/2021	Ms. Shelby Dolan, Procurement Agent I	(772) 871-5223
Punta Gorda, FL (City of)	Solicitation #R2016106/EOC-DISASTER REC/1617	8/23/2017	8/23/2025	Ms. Anne Heinin, Contract Administrator I	(941) 575-3348
Redington Beach (City) FL	Disaster Debris Collection & Removal RFP#: 156-0491 P(JA)	9/6/2017	12/31/2022	Ms. Melissa Clark, City Clerk	727-391-3875
Rockledge, FL (City of)	Debris Removal and Tree Trimming Services	1/1/2021	12/31/2023	Mr. Scott Brown, Public Works Director	(321) 690-3961
Santa Rosa County, FL	Disaster Debris Removal	10/18/2018	10/18/2021	Mr. Glenn Bailey, Public Works Director	(850) 981-7127
Safety Harbor, FL (City of)	Disaster Debris Collection & Removal Services (pb of Pinnellas County Coop RFP 156-0491-P(JA)	8/5/2019	12/31/2022	Mr. Matthew Spoor, City Manager	
Sarasota, FL (City of)	RFP#: 18-05-JS Disaster Recovery Services	6/1/2018	7/2/2022	Mr. Doug Jeffcoat, Public Works Director	(941) 329-6101
Satellite Beach, FL (City)	RFP#: 19-20.06 Disaster Recovery Debris Removal Services for the City of Satellite Beach	11/9/2020	09/31/2021	Anissa Calhoun, Purchasing Agent	(321) 773-4407
Sebastian, FL (City of)	RFP 17-07 Disaster Debris Removal and Disposal Services	03/29/17	03/29/23	1225 Main Street	(772) 589-5570
Sebring Airport Authority, FL	No. 19-05 Disaster Debris Removal and Disposal Services	9/19/2019	9/18/2022	Ms Beverly Glarner, Executive Assistant	(863) 314-1301 (863) 381-3031 (cell)
Seminole County, FL	RFP-602702-16/GMC Disaster Debris Hauling Services (Old #3628,3887)	4/4/2017	4/16/2022	Ms. Michael Guild, Sr. Procurement Analyst	(407) 665-7110
South Broward Drainage District, FL	South Broward Drainage District, FL Post Disaster Debris/Tree Removal Services	7/1/2019	6/30/2021	Mr. Joe Certain, Project Manager	(954) 680-3337

Contract Owner	Contract Title/Type	Contract Start	Contract End	Name and Title Contract POC	Contact Phone
South Florida Water Management District	RFP#:6000000817 Emergency Debris Hauling Services Contract No 4600003719	8/24/2017	8/24/2022	Ms. Dora Dixon, District Contracts Specialist	(561) 682-6420
South Florida Water Management District	RFP#: 4600004239 DMS Site Management Services	7/10/2020	7/10/2025	Mr Jose Equivel, District Contracts Specialist	(561) 682-2119
South Miami, FL (City of)	RFP#: CSM2018-06 Emergency Debris Removal & Disposal Services	6/12/2018	6/12/2021	Mr. Steve Kulick, Purchasing Manager	(305) 663-6339
St. John's County, FL	RFP#:18-42 Disaster Debris Removal Services Contract#: 18-MCC-CER-09932	1/25/2019	1/25/2024	Ms. Wendy Hicks, Solid Waste Manager	(904) 827-6982
St. Lucie County FL	RFP No. 16-060 Emergency Debris Removal	3/28/2017	3/31/2021	Ms. Melissa Simberland, Contract Coordinator	(772) 462-1799
Sumter County, FL	Disaster Debris Hauling Services RFP 015-0-2018	6/26/2018	6/25/2021	Ms. Becky Segrest, Asst.Purchasing Agent/Logistics Manager	(352) 689-4400
Sunrise, FL (City of)	19-03-02-MS, Disaster Debris Management and Removal Services	6/8/2020	6/8/2025	Ms. Maria Salvatierra, CPPO, Procurement Specialist	954-572-2484
Tallahassee, FL (City of)	RFP#: BC-03-27-17-29 Debris Removal & Disposal Services	5/25/2017	5/31/2022	Mr. Reginald Ofuani, Community Beautification & Waste Management Service	(850) 556-7134
Taylor County, FL	RFP#: 2017 Disaster Debris Management Services	8/14/2017	8/14/2021	Mr. Stephen Spradley, Emergency Management Director	(850) 838-3500
The Villages, FL (The Village Community Development Districts)	RFP#: 18P-020 Disaster Debris Removal and Disposal Services includes Fifteen (15) Districts	7/13/2018	9/30/2021	Ms. Melissa Schaar, Buyer/Purchasing	(352) 751-6700
Treasure Island, FL (City of)	Disaster Debris Collection & Removal Services as part of Pinellas County Cooperative Contract RFP#: 156-0491	8/15/2017	8/30/2022	Mr. Hal Bruce, Purchasing Coordinator	(727) 547-4575
Volusia County, FL	Debris Removal, Reduction, and Disposal	6/19/2020	6/18/2023	Ms. Pam Wilsky, Purchasing & Contracts Director	386-736-5935
West Park, FL (City of)	Hurricane Debris Clearing/Removal, Contract No. 15-0501	6/1/2019	6/1/2022	Ms. Alexandria Grant, City Clerk	(954) 989-2688
Village of Palm Springs, FL	Hurricane/Disaster Debris Removal, Reduction & Disposal Services #17-204D (Piggyback off SWA Palm Bch#3638)	7/13/2017	5/7/2022	Mr. Justin Lucas, Parks & Recreation Director	(561) 964-8820
Winter Park, FL (City of)	RFP-5-2018 Emergency Debris Management Services	5/25/2018	5/25/2021	Mr. Jonathan Vincent, Procurement Agent	(407) 599.3315

Allocated/Available Resources

Ceres Environmental Services, Inc. currently has 104 pre-position Emergency Response contracts in place within the state of Florida; however, none are currently activated. Ceres holds contracts with the City of Daytona Beach and Volusia County. However, even if the entirety of Volusia County were to be affected by a storm or emergency event, Ceres has the resources to respond and get the job done.

It is difficult to allocate resources to the City as this contract is in place prior to any actual event occurring. The graph that follows, depicts Ceres' allocated and available resources based on our current workload.



B.2 Current and Past Debris Removal Projects

Ceres Environmental Services, Inc. has been working actively in the disaster recovery business since our founding in 1976, completing over 220 FEMA-reimbursed projects. Below is a selection of our past performance in the past seven (7) years on projects of more than one million cubic yards; additional details on our past performance are available upon request.

Owner & Location	Title of Work	Value	CY	Time Period	Description	Contact
U.S Army Corp of Engineers; Southwest GA, multiple counties	W912P814D0020 (ACI) Debris Management: Hurricane Michael Debris Removal	\$134,159,610.00	4,934,780	October 2018 – March 2019	Removal of debris and hauling following Hurricane Michael within 13 Southwest Georgia Counties.	Claxton T Fallen, Contracting Officer, USACE - Savannah District, 100 W. Oglethorpe Ave, Savannah GA 31401; Tel. (912) 652-6046; claxton.t.fallen@usace.army.mil
USACE – Virgin Islands	W912P8-14-D-0020, Debris Management	\$55,448,300.75	1,029,505	October 2017 – May 2019	Removal and reduction of debris resulting from Hurricanes Irma and Maria; site management and restoration	Rosalind Shoemaker, Contracting Officer, U.S. Army Corps of Engineers, Wilmington, Wilmington District, Contracting Division, 69 Darlington Ave, Wilmington NC 28403-1343, Tel.: (910) 251-4436; rosaland.m.shoemaker@usace.army.mil
FDOT – District 3	Debris Removal and Disposal Services	\$49,589,902.77	3,358,266	October 2018 - May 2019	Removal of debris resulting from Hurricane Michael in Jackson and Washington Counties	Bobby Ellis, Operations Engineer – District 3, 1074 Highway 90, Chipley, FL 32428; Tel. (850) 767-4904; robert.ellis@dot.state.fl.us
Hurricane Irma Recovery throughout FL	Debris Removal and Disposal Services	\$70,794,724	5,073,950	September – Dec. 2017	Collection, removal and reduction of debris from public and private ROWs following Hurricane Irma	Various
Hurricane Matthew Recovery throughout FL, NC SC and GA (excluding Beaufort County, SC; see below)	Debris Removal and Disposal Services	\$27,035,247.57	1,473,207	September – December 2017	Collection, removal and reduction of debris from public and private ROWs following Hurricane Matthew	Various
Beaufort County, SC	Storm Debris Removal, Debris Management Site Operations and Disposal	\$24,790,569.30	1,630,533	October 2016 – April 2017	Collection, removal and reduction of debris from public and private ROW following Hurricane Matthew	Pamela Cobb, Public Works, 120 Shanklin Road, PO Drawer 1228, Beaufort, SC 29901; Tel. (843) 255-2721; pcobb@bcgov.net

B.3 References

Ceres Environmental Services, Inc. has a long record of successful contract performance. The following table contains three (3) of our references from projects completed in the past five (5) years as specified in the RFP.

Many of our customers have provided formal evaluations or letters of recommendation that attest to our strong performance and record of customer service and satisfaction. A selection of our Client Letters of Recommendation follows this table.

Florida

Event	Contract Activity	Government Entity	Amount	Contract Period
Hurricane Irma	Disaster Debris Hauling Services	Seminole County, FL	\$13,151,655.57 786,619 CY	September 2017 – January 2018
	Point of Contact: Jeff Waters, Solid Waste Division Manager; 1301 East Second Street, Sanford, FL 32771; Tel: (407) 665-2253; Fax: (407) 324-5731; jwaters02@seminolecountyfl.gov			
Hurricane Michael	Disaster Recovery Services for Debris and Vegetation Removal from Waterways and Natural Creeks	Leon County, FL	\$2,632,596.05 242,092 CY	October – November 2018
	Point of Contact: Brent Pell, Public Works Director; 2280 Miccosukee Rd. Tallahassee, FL 32308; Tel: (850) 606-1415; pellb@leoncountyfl.gov			
Hurricane Irma	Disaster Recovery Services	Sarasota, FL	\$853,148.06 79,661 CY	September- December 2017
	Point of Contact: Doug Jeffcoat, Public Works Director; 1761 12th Street, Sarasota, FL 34236; Tel. (941) 329-6101 ext 6101; douglas.jeffcoat@sarasotafl.gov			

City of Pearland

3501 E. Orange St
Pearland, Texas 77581
Tel: 281.652.1900
pearlandtx.gov

March 17, 2021

Tia Laurie
Director of Administration
Ceres Environmental Services, Inc.
6968 Professional Parkway East
Sarasota, FL 34240

RE: Recommendation

Dear Ms. Laurie

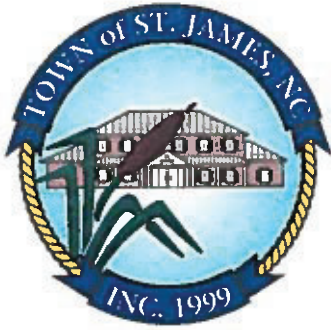
In response to Winter Storm Uri, the City of Pearland formally activated Ceres Environmental Services, Inc. for Debris Management Services. Chad Dorsey and Mike Beevers were assigned to coordinate the debris removal for our City. They both were very professional, friendly, and informative while on the ground. They worked with our City staff to ensure seamless removal of residential debris timely. Our City staff appreciate the guidance they were able to provide and would recommend them for future projects.

Thank you for your service to the City and its residents.

Sincerely,



Laurie Rodriguez



TOWN OF ST. JAMES

October 22, 2018

Mr. Karl Dix
Director of Client Services
CERES Environmental Services
3825 85th Avenue N
Brooklyn Park, MD 55443

Dear Karl;

This letter is in reference to the recovery work that CERES provided to the Town of St. James because of Hurricane Florence.

Hurricane Florence was a first time experience for many of us here in this community and we are very grateful to the assistance that CERES was able to give us from the days leading up to the storm, during the storm and the days and weeks after the storm.

CERES brought experience and confidence that made the situation easier than it might otherwise have been for us. The staff that was here, as well as the staff that we interacted with were always considerate and understanding of our situations. The advance preparation by your team produced immediate results that facilitated our ability and desire to get the recovery underway within a remarkably short time. The responsiveness to specific situations was greatly appreciated by all of the concerned organizations here at St. James.

Thank you for the quality of services that CERES provided to this community.

Sincerely;

Gary Brown
Town Manager



Livingston Parish

Office of Homeland Security and Emergency Preparedness

MARK HARRELL
Director

BRANDI JANES
Deputy Director



18 September 2018
LOHSEP/MH/BJ/185

David Preus
Senior Vice President
Disaster Recovery Division
Ceres Environmental Services, Inc.
6968 Professional Pkwy East
Sarasota FL 34240

Ref: Debris Removal for the Great Flood of August 2016

Dear Mr. Preus,

It is my pleasure to offer this letter of recommendation for Ceres Environmental to any area that is unfortunately affected by a natural disaster.

The lives of many Livingston Parish residents were changed forever beginning August 11, 2016, when heavy rains and extensive flooding ripped through our parish and surrounding areas. The Parish had a pre-event contract with Ceres Environmental and immediately hired Ceres Environmental to remove, process and dispose of approximately 1,348,249 cubic yards of debris for \$16,399,988.71 once the flood waters receded and residents were able to get back into the area.

Ceres Environmental was on the ground within 72 hours. They showed extreme reliability and dedication in the midst of chaos. They educated staff on federal requirements and strictly adhered to FEMA debris removal guidelines to achieve greater reimbursement rates for the project. Organized and diligent, their team quickly adapted to meet our needs.

Ceres Environmental helped to organize and utilize local contractors, allowing local people to heal by doing something to help in their own backyards. After witnessing the success and partnership of Livingston Parish, its other contractors and Ceres Environmental, we have elected to continue to use Ceres for debris cleanup for an NRCS Emergency Watershed Protection project.

Ceres Environmental has my highest recommendation, and I am happy to furnish more details if you would like additional information.

P.O. Box 1060, Livingston, LA 70754
225-686-3066 225-686-7280 Fax

18 September 2018
LOHSEP/MH/BJ/00185

Please feel free to contact my office to discuss this request. Your assistance in this matter is greatly appreciated.

Respectfully,



Mark Harrell, LOHSEP Director
P.O. Box 1060
Livingston, LA 70754
lohsep1@lpgov.com
Telephone: (225) 686-3066

MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PUBLIC WORKS, Sanitation Division
Tel: (305) 673-7616, Fax: (305) 673-7627

September 6, 2018

RE: LETTER OF RECOMMENDATION

Dear David Preus,

The City of Miami Beach Public Works Sanitation Division would like to congratulate Ceres Environmental Services, Inc. on the highly successful operations in debris recovery in the aftermath of Hurricane Irma.

As we are all aware of the difficult challenges that the 2017 hurricane season brought to many parts of the country, Hurricane Ira was especially unkind to the State of Florida in particularly Miami Beach. Although Ceres Environmental was not the city's primary contractor, once contact was made your company mobilized and responded to the city's needs. Being a top world destination and our busy season was approaching, it was crucial that the City return to normal and time was of the essence. Approximately 150,000 cubic yards of debris were collected, processed and disposed of within a 50 day time frame. Ceres Environmental was instrumental in helping our residents and business owners limit the amount of hardships and financial losses that play an important factor on how well a community rebounds from a natural disaster.

I would highly recommend Ceres Environmental to other municipalities in times of crises. My experience with this firm is that they are true professionals with a focus on the need of their customers and the community they serve regardless of the circumstances.

Respectfully,



Alberto Zamora, Sanitation Division Director
City of Miami Beach

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

[P] 904.247.6268

[P] 904.247.6276

www.jacksonvillebeach.org

August 23, 2018

David Preus
Senior Vice President
Disaster Recovery Division
Ceres Environmental Services, Inc.
6968 Professional Pkwy East
Sarasota, FL 34240

Dear Mr. Preus,

On behalf of the City of Jacksonville Beach, I would like to commend Ceres Environmental Services, Inc. and your subcontractor (Arbor Masters) on the debris management, recovery and response services put forth during the Hurricane Irma event.

The lives of many Florida residents were changed forever on September 10th 2017, when Hurricane Irma ripped through our state. The City of Jacksonville Beach, located on the Northeast Coast of Florida was one of the areas impacted by Hurricane Irma. The City authorized its Debris Contractor Ceres Environmental Services, Inc. at a cost of \$ 1,130,639.50 to remove, process and dispose of 68,076.93 cubic yards of vegetative and construction and demolition (C&D) debris.

Ceres Environmental Services, Inc. was on the ground within 72 hours. They exhibited great reliability and dedication during the entire process. Ceres strictly adhered to the established unit prices in the contract and FEMA debris removal guidelines to achieve the reimbursement rates for the City. Their team was organized and worked diligently to meet the City's needs.

For the reasons stated above, I highly recommend Ceres Environmental Services, Inc. as a disaster debris contractor.

Sincerely,



Ty Edwards, P.E.
Director of Public Works
City of Jacksonville Beach
1460A-Shetter Ave.
Jacksonville Beach, FL 32250





BOARD OF COMMISSIONERS
DOUGHERTY COUNTY
 ALBANY, GEORGIA

COUNTY COMMISSION:

CHRISTOPHER S. COHILAS, CHAIRMAN
 CLINTON JOHNSON, VICE CHAIR
 GLORIA GAINES
 JOHN HAYES
 LAMAR HUDGINS
 ANTHONY JONES
 EWELL LYLE

COUNTY ADMINISTRATOR
 RICHARD CROWDIS

David Preus
 Senior Vice President
 Disaster Recovery Division
 Ceres Environmental Services, Inc.
 6968 Professional Pkwy East
 Sarasota FL 34240

Ref: Dougherty County Debris Removal

Dear Mr. Preus,

It is my pleasure to offer this letter of recommendation for Ceres Environmental to any area that is unfortunately affected by a natural disaster.

The lives of many Dougherty County residents were changed forever on January 22, 2017, when a tornado ripped through our community. Dougherty County, which is located in Southwest Georgia procured the services of Ceres Environmental to remove, process and dispose of approximately 950,000 cubic yards of debris for \$9.5 million.

Ceres Environmental was on the ground within 72 hours. They showed extreme reliability and dedication in the midst of chaos. They educated staff on federal requirements and strictly adhered to FEMA debris removal guidelines to achieve greater reimbursement rates for the Dougherty County. Organized and diligent, their team quickly adapted to meet our needs.

Ceres Environmental helped to organize and utilize local contractors, allowing local people to heal by doing something to help in their own backyards. After witnessing the success and partnership of the County and Ceres Environmental, we have elected to continue to use Ceres for debris cleanup for Private Property Debris Removal.

Ceres Environmental has my highest recommendation, and I am happy to furnish more details if you would like additional information.

Sincerely,

Michael McCoy
 Interim County Administrator



"A City for All Ages"

PUBLIC WORKS DEPARTMENT

City of Port St. Lucie

Accredited Agency – American Public Works Association

To: David Preus, Ceres Senior Vice President, Disaster Recovery Division

From: Joe Mercurio – City of Port St Lucie Emergency Manager

Date: July 10, 2018

Re: PSL Debris Management _ Letter of Recommendation

The City of Port St Lucie Debris Management Team seeks to congratulate Ceres Environmental Services, Inc. on the highly successful operations in debris recovery in the aftermath of Hurricane Irma.

As the lore of Hurricane Irma passes into the record books, it was Ceres Environmental who served as the City of Port St Lucie Prime Debris Hauler Contractor to this devastating storm event. As well-known throughout Florida, the direct impact of Hurricane Irma played a significant role in the response and recovery efforts of the entire debris haul industry and how the logistical response was to be met. Ceres Environmental was instrumental in first response to initiate "First Push" to clear main roads throughout the City. A detailed analysis was presented for clean-up actions with an expected time-line that had to work with the given City Debris Management Plan.

The City of Port St Lucie was aggressive in time constraints to service the community and we worked well with Ceres to promote effective and efficient debris collections strategies to ensure safety, proper mobilization, and economic securities for the general population as well as the company. Their efforts were directly responsible to the collection of over 86,000 CY of vegetative material with billing receipts totaling over \$1.25 million. Ceres Environmental remained committed as well as loyal to the City as stronger incentives offered by affected communities lured other companies away from promised commitments. Ceres stood by Port St Lucie, and for that we are indebted.

As communities seek to incorporate the benefit of a defined and organized emergency debris haul contract, we would promote and recommend that Ceres Environmental be at the forefront of consideration. The company is committed to purpose, responsive to action, and sets the standard of industry excellence.

Respectfully,

Joe Mercurio

Project Manager, Emergency Management
 City of Port St. Lucie
 (772) 871-5175 - W
 (772) 618-5093 - C
jmercurio@cityofpsl.com

121 S.W. Port St. Lucie Boulevard • Port St. Lucie, FL 34984-5099 • 772/871-5177 • 772/871-5100
 Fax 772/871-5289
 TDD Line • 772/344-4222

Ceres Environmental Services, Inc.



CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

June 21, 2018

David Preus
Senior Vice President
Disaster Recovery Division
Ceres Environmental Services, Inc.

Dear Mr. Preus,

It is my pleasure to offer this letter of recommendation for Ceres Environmental to any area that is unfortunately affected by a natural disaster.

The City of Winter Park experienced significant damage on September 11, 2017 when Hurricane Irma impacted most of the State of Florida. The City of Winter Park immediately went to work, hiring Ceres Environmental at a cost of \$880,653.53 to assist in removing in excess of 55,000 cubic yards of debris.

Ceres Environmental was on the ground within 72 hours. They showed extreme reliability and dedication in the midst of chaos. They educated staff on federal requirements and strictly adhered to FEMA debris removal guidelines to achieve greater reimbursement rates for the City. Organized and diligent, their team quickly learned our people, our systems and our area. Ceres Environmental helped to organize and utilize Florida contractors, allowing local people to heal by doing something to help in their own backyards. Ceres assistance allowed residents in Winter Park to return to normal after only two months. After witnessing the profound success and partnership of Winter Park and Ceres Environmental, Winter Park again, after formal solicitation, selected Ceres to assist should another storm arise anytime in the next five years.

Ceres Environmental has my highest recommendation, and I am happy to furnish more details if you would like additional information.

Sincerely,

Keri Martin
Debris Project Manager



David Preus
 Senior Vice President
 Disaster Recovery Division
 Ceres Environmental Services, Inc.
 6968 Professional Pkwy East
 Sarasota, Florida 34240

June 18, 2018

Dear Mr. Preus,

I am writing this letter on behalf of the City of Sarasota to both thank you and your staff, along with offering this letter as a recommendation for Ceres Environmental to any agency that may need recovery assistance following a disaster.

On September 10th, the City of Sarasota was impacted by Hurricane Irma making its pass through our City as a Category 1 storm. Days prior to its impact, Ceres's staff were in constant communications with the City assessing our potential needs based on at that time, prior to landfall, was expected to be a Category 3 to 4 storm. As this was the first time we needed to activate a contract in over 15 years, your staff showed extreme reliability and professionalism in working with myself and other emergency management staff of the City both prior to and immediately following its impact on us.

Ceres met its contractual obligations to be on site within 72 hours to remove, process and dispose of approximately 60,000 cubic yards of debris. The staff's extensive knowledge of the public assistance program and strict adherence to FEMA's debris removal guidelines is expected to result in complete reimbursement of approximately \$950,000 in expenditures.

In recognition of Ceres performance and its ongoing commitment to our area, Ceres again was awarded a three-year contract as the top ranked proposer to our recent request for proposals for recovery services. We look forward to our continued relationship.

Sincerely,

Doug Jeffcoat
 Public Works Director
 City of Sarasota
 Douglas.Jeffcoat@Sarasotafl.gov

1761 12th Street Sarasota, Florida 34236



David Preus
 Senior Vice President
 Disaster Recovery Division
 Ceres Environmental Services, Inc.
 6968 Professional Pkwy East
 Sarasota FL 34240

Dear Mr. Preus,

It is my pleasure to offer this letter of recommendation for Ceres Environmental to any area that is unfortunately affected by a natural disaster.

The lives of many Florida residents were changed forever on September 10th 2017, when Hurricane Irma ripped through our state. The City of Palm Bay, located on the East Coast of Florida was one of the areas affected by Hurricane Irma. The City's leadership team immediately went to work, hiring Ceres Environmental at an approximate cost of \$2 Million +/- to remove, process and dispose of approximately 110,000 +/- cubic yards of debris.

Ceres Environmental was on the ground within 72 hours. They showed extreme reliability and dedication in the midst of chaos. They educated staff on federal requirements and strictly adhered to FEMA debris removal guidelines to achieve greater reimbursement rates for the City. Organized and diligent, their team quickly adapted to meet the City's needs.

After witnessing the success and partnership of the City of Palm Bay and Ceres Environmental Services Inc, the City went ahead and renewed their contract with Ceres for another year.

Ceres Environmental Services Inc has my highest recommendation, and I am happy to furnish more details if you would like additional information.

Sincerely,

Barney Weiss
 Asst. Public Works Director
 City of Palm Bay





Solid Waste Management
2525 NW 62nd Street • Suite 5100
Miami, Florida 33147
T 305-514-6666

111 NW 1st Street • Suite 1610
Miami, Florida 33128
T 305-514-6666

miamidade.gov

November 3, 2017

Mr. Jamie Triplett
Area Manager
Ceres Environmental
3825 85th Avenue North
Brooklyn Park, MN 55443

Dear Mr. Triplett:

On behalf of the Miami-Dade County Department of Solid Waste Management, I would like to thank Ceres Environmental for your participation in the Hurricane Irma debris removal effort as one of six prime contractors. The quality and quantity of work performed by Ceres Environmental during this emergency response has met our expectations. Further, your firm's responsiveness and focus on customer service have been very helpful to the Department.

Again, thank you for your service to Miami-Dade County.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul Mauriello".

Paul Mauriello
Deputy Director for Operations
Miami-Dade County
Department of Solid Waste Management



BEAUFORT COUNTY PUBLIC WORKS
Solid Waste and Recycling
 120 Shanklin Road
 Beaufort, South Carolina 29906
 Voice (843) 255-2800 Facsimile (843) 255-9435

Mr. David Preus
 Ceres Environmental Services Inc.

Dear Mr. Preus:

I am writing to express my appreciation for the performance of the entire team from Ceres in the debris operations for Hurricane Matthew. As our debris removal firm the level of support and professional performance provided has been exceptional in all regards. My direct point of contact with your firm was Project manager Mike Beevers. Mike supported the County in an outstanding manner and his counsel was invaluable throughout this operation. He is a professional in all respects and helped to establish a high standard for compliance. On a personal level, Mike was extremely responsive to answer any questions and provide the assistance I required. As the Debris Manager I am not exaggerating when I state that without his diligence, knowledge, and ability to gain the cooperation within the team we would not have been as effective. Mike is a "machine". As a team we moved 72% of all ROW debris into the DMS sites in the first 90 days of operation; over 90% of hangers and leaners were addressed in the same period. FEMA and SCEMD officials remarked that "Beaufort County had their operation together". Mike played a huge part in making that happen. If I ever had to do this again I would want Mike as my Project Manager.

Providing Karl Dix to assist with the process allowed the County to get a jump on a difficult task. Without his vital help we would have been overwhelmed with obtaining PPDR approval from FEMA and removing debris from 83 individual private communities. Karl provided essential high level technical support and coordination for the debris removal operation. He is a treasure trove of knowledge and expertise that worked seamlessly with the entire County staff. Ralph Sosabe is the most effective problem solver I have ever worked with. His professionalism, personality and ability to communicate with our citizens kept things moving smoothly. Ralph handled the most difficult situations with ease which I sincerely appreciated. His ability "To Make the Noise Stop" was nothing short of incredible.

Bottom line, Ceres did an exceptional job and I am thankful for each member of your team. You exceeded expectations in every area and continue to provide us with excellent customer service. I am forwarding a copy of this letter to our Administration and Purchasing Department for future reference.

Regards

JAMES S. MINOR, JR
 SOLID WASTE / DEBRIS MANAGER



LETTER OF RECOMMENDATION

February 9, 2015

To Whom It May Concern:

As the Debris Management Services Contract Manager, please accept this letter as my official recommendation for CERES Environmental Services, Inc.

Columbia County has maintained a pre-event debris management contract with CERES since 2008 and activated the contract when Ice Storm Pax deposited one inch of ice on our trees/vegetation and overhead utilities in February 2014. CERES immediately responded, mobilized their workforce and started the task of removing over 535,000 cubic yards of debris from our right of ways.

CERES was professional in every aspect of this operation, from removing the debris to transporting it to final destinations. During the debris removal operations, CERES provided me with a "zone map" of the county and provided daily information so that I could let our citizens know when they should have their debris out on the public right of way for pick up. They cleaned the areas following the pick-ups, which made our citizens very happy.

Additionally, CERES assisted us with FEMA documentation all along the way to assure that we received the maximum amount of State and Federal reimbursement possible, resulting in a 92% cost recovery for our County.

In summary, I can attest to the fact that CERES has years of experience – and from the first day to the last day of our project – they performed their work in an admirable and cooperative manner. They did everything expected – and even exceeded our expectations in getting our community back to normal as quickly as possible.

Please feel free to contact me if you have any questions or need more information in this regard.

Sincerely,

Pamela P. Tucker
Director



April 11, 2014

Ms. Gail M. Hanscom
Project Manager
Ceres Environmental Services, Inc.
3825 85th Avenue North
Minneapolis, MN 55443

Administrative Offices
2117 West River Road
Minneapolis, MN 55411-2227

Operations Center
3800 Bryant Avenue South
Minneapolis, MN 55409-1000

Phone
612-230-6400
Fax:
612-230-6500

www.minneapolis-parks.org

Dear Ms. Hanscom,

Now that the June 2013 storm that ravaged trees in the City of Minneapolis is behind us, I am writing on behalf of the city of Minneapolis Park & Recreation Board to thank you and all the staff at Ceres Environmental for the help you provided last year. When the storm first hit, we had a significant need for rental equipment. Being able to rent log loaders and side dump trucks from Ceres enabled us to clear debris at a rate that impressed both our residents and elected officials.

Part of this success was dependent on being able to dispose of debris quickly. The use of your processing site in Brooklyn Park, MN was invaluable. This allowed trucks to return to the storm struck area and reloaded with minimal travel time.

As important as this help was, it was your assistance with stump extraction during the fall of 2013 that benefited us the most. After dealing with the 2011 tornado that hit the north side of Minneapolis, we learned from FEMA that certain tasks were best performed by the private sector. The assistance that Ceres provided with coordinating and organizing the extraction of stumps from streets and parks proved this to be true.

Throughout the process you and other Ceres staff were easy to communicate with. I particularly appreciated your willingness to attend meetings that included the City Public Works Department and private utility companies. This helped everyone to thoroughly understand the planned approach that was being implemented. From the pulling of the stumps to the replacement of soil, your commitment to communication made the entire stump extraction procedure run smoothly. This is especially true even when we surprised you with more stumps than were originally documented.

This spring we'll begin replanting 2800 new trees to replace those lost last year. If it weren't for the help of Ceres Environmental, I don't know if we would be ready to do so. Thanks again for all your help. Please don't hesitate to have potential clients contact me if they have questions about the services you provide. I'd be happy to be a reference for you.

Sincerely,

Ralph C. Sievert, Jr.
Director of Forestry

President
Liz Wielinski

Vice President
Scott Vreeland

Commissioners
Brad Bourn
John Erwin
Meg Forney
Steffanie Musich
Jon C. Olson
Anita Tabb
M. Annie Young

Superintendent
Jayne Miller

Secretary to the Board
Pamela French





PUBLIC WORKS DEPARTMENT

CITY OF WORTHINGTON ■ 303 NINTH STREET, PO BOX 279 ■ WORTHINGTON, MN 56187
TELEPHONE: (507) 372-8600 ■ FAX: (507) 372-8630 ■ www.ci.worthington.mn.us

October 21, 2013

Ceres Environmental Services Inc.
3825 85th Ave. North
Brooklyn Park, MN 55443

Re: Letter of Recommendation after April 2013 Ice Storm Recovery

To Whom It May Concern:

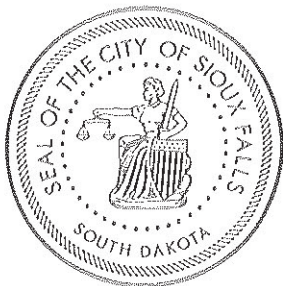
This letter is to express appreciation from the CITY OF WORTHINGTON for the timely and professional work done by Ceres Environmental Services following the horrific ice storm in April of 2013. Once the contract was awarded Ceres promptly started work and worked diligently to accomplish the tree trimming and tree removal work contracted for. They were very conscientious to only do work approved for FEMA reimbursement. I was impressed with Ceres cooperation with the City to get areas done that were of importance to us and to listen to our input.

Our City was cleaned up in a remarkably short time give the amount of damage we sustained. I would be very happy to recommend Ceres Environmental to any City, County or state needing this type of service.

Please feel free to use me as a reference for potential work.

Sincerely,

James Eulberg P.E.
Director of Public Works



Mike T. Huether
MAYOR, CITY OF SIOUX FALLS

224 West Ninth Street • P.O. Box 7402 • Sioux Falls, SD 57117-7402 • www.sioxfalls.org
Phone: 605-367-8800 • Fax: 605-367-8490 • Hearing Impaired: 605-367-7039

September 23, 2013

Mr. David A. Preus
CERES
3825 85th Avenue North
Brooklyn Park, MN 55443

Dear Mr. Preus:

A hearty thanks to you and the entire CERES team for your assistance in helping Sioux Falls recover from the April ice storm. Your time, talent and treasure helped keep citizens and visitors safe. Our recovery time was nothing short of incredible!

Please enjoy a small token of appreciation as a remembrance of this historic event we called *Operation Timber Strike!* Please share my sentiments with your team as well. Working together, there is nothing we can't accomplish!

Sincerely,

A handwritten signature in dark ink, appearing to be "Mike T. Huether", enclosed within a large, hand-drawn oval.

Mike T. Huether
Mayor

*City of Albemarle
North Carolina*



P O Box 190
Albemarle, NC 28002-0190
www.ci.albemarle.nc.us

Office of
Public Works Department
Phone: 704-984-9665
Fax: 704-986-6127

August 15, 2013

Mr. Stanley Bloodworth
Project Manager
Ceres Environmental
3825 85th Avenue North
Brooklyn Park, MN 55443

Dear Mr. Bloodworth:

On behalf of the City of Albemarle, North Carolina, it has been a pleasure working with you and your staff. During a time of great distress to our city, Ceres Environmental promptly and professionally initiated and completed Disaster Debris Removal and Processing.

Throughout the project your staff was tasked with providing management and specialized equipment for our disaster recovery needs. The level of proficiency and diligence that your staff provided is of the highest quality and is unmatched in my numerous years of Public Works. Your staff fulfilled their contract obligation and exceeded our expectations through professional attitudes and hard-working values.

So it is with great confidence that I would highly recommend Ceres Environmental to provide Disaster Recovery Services for any and all Municipalities, State, and or Federal Agencies that may be in need of such services.

Sincerely,

Nina L. Underwood
Public Works Director



TOWN OF ISLIP DEPARTMENT OF ENVIRONMENTAL CONTROL

401 MAIN STREET • ISLIP, NEW YORK 11751 • (631) 595-3630

David Preus, Project Manager
CERES Environmental Services, Inc.
6960 Professional Parkway East
Sarasota, FL 34240

Re: Letter of Recommendation
*Bid #1212-233 – Removal and Disposal of Damaged Household Contents and Storm
Demolition Debris*

Dear Mr. Preus:

On behalf of the Supervisor and the Islip Town Board, I would like to thank you for the professional manner in which your company performed during the Town's clean-up efforts following Superstorm Sandy.

The expertise and organizational skills demonstrated by your company have all been duly noted. The manner in which you moved quickly through each Hamlet to remove storm-related debris, all while keeping the Health, Safety, and Welfare of our Residents an utmost priority should be commended. The Residents were very appreciative of the services provided to them, and were most complimentary regarding the level of professionalism, and the manner in which these services were provided.

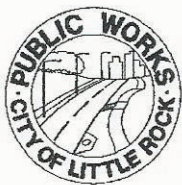
Again, I want to thank you for your assistance with the Town's post-Sandy clean-up. The Town was facing a formidable task in removing this debris; your staff took charge, and made this work appear effortless. We would not hesitate to provide a recommendation for your company, and would look forward to working with CERES Environmental again.

Very truly yours,

Eric M. Hofmeister
Commissioner

EMH:clb

cc: Greg Hancock, Deputy Commissioner
Leonard Donato, Executive Assistant to the Commissioner
File



City of Little Rock

Operations Division

Department of
Public Works

3313 J. E. Davis Drive
Little Rock, Arkansas 72209
(501) 918-3647 Fax (501) 918-3670

Service Request:
(501) 918-3600

9.G.g

April 15, 2013

Ceres Environmental
Attn: Gail Hanscom
9945 Windfern Road
Houston, Texas 77064

On behalf of the City of Little Rock Public Works Department, I would like to take this opportunity to thank you and Ceres Environmental for the quick response and efficient service your company provided to our city following the winter storm of December 2012. Your crews were ready to begin work as soon as the contracts were signed and work began the next day. Ceres Environmental's mobilization efforts and flexibility was a major factor in ensuring the rapid removal of debris from the City of Little Rock. The storm debris was removed within seven weeks and the quick removal of the storm debris was greatly appreciated.

I would also like to formally recognize Ceres Environmental's representative Robert Parmer for his efforts in coordinating the removal of the storm debris. Mr. Parmer was organized, maintained an open line of communication and was very professional in providing service to remove the storm debris. Again, thank you for providing efficient, courteous and knowledgeable service in assisting our City during the cleanup of this disaster.

Sincerely,

A handwritten signature in cursive script that reads "Eric Petty".

Eric Petty, P.E.
Public Works Operations Manager



**MINISTERE
DES TRAVAUX PUBLICS
TRANSPORTS
ET COMMUNICATIONS**

**REPUBLIQUE D'HAÏTI
REPUBLIK DAYITI**

**MINISTE
TRAVO PIBLIK
TRANSPO
AK KOMINIKASYON**

Palais des Ministères

Palè dè Ministè

Réf

Le..... **MAR 06 2013**

No

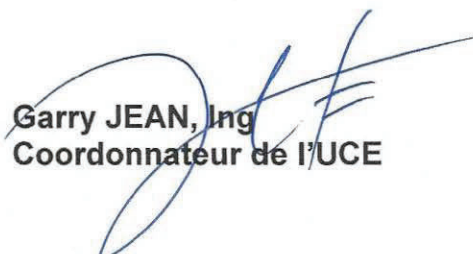
ATTESTATION

Par la présente l'UCE atteste que la Compagnie Ceres Environmental Services Inc. a exécuté pour l'Etat Haïtien, via l'Unité Centrale d'Exécution du Ministère des Travaux Publics, Transports et Communications (MTPTC/UCE), deux contrats relatifs au traitement des débris du tremblement de terre en Haïti, et plus précisément à Truitier qui est une zone offrant un environnement de travail très difficile et l'une des zones les plus pauvres d'Haïti.

Ces contrats, avec comme numéro de référence (AOI 06-10-UCE/PRU2I/PPM6.4 et AOI UCE/PRU2I/2012/PPM6.11), ont été financés par la Banque Mondiale sur la période allant d'avril 2011 à janvier 2013.

Ceres Environmental a exécuté ces contrats avec professionnalisme, compétence et à la plus grande satisfaction de l'Etat Haïtien et de la population locale.

Cette attestation est faite pour servir et valoir ce que de droit.


Garry JEAN, Ing
Coordonnateur de l'UCE

[TRANSLATION]

The UCE hereby attests that the company Ceres Environmental Services, Inc. has executed for the Haitian Government, via UCE/MTPTC, two contracts relating to the recycling of debris from the earthquake in Haiti, and more specifically, at Truitier which is an area in which work is very difficult, and one of the poorest areas in Haiti.

These contracts, referenced by numbers (AOI 06-10-UCE/PRU2I/PPM6.4 and AOI UCE/PRU2I/2012/PPM6.11), were funded by the World Bank during the period from April 2011 to January 2013.

Ceres Environmental executed these contracts with professionalism, competence, and the utmost satisfaction of the Government of Haiti and the local population.

This attestation is for use for all legal intents and purposes.

Garry Jean, Ing
Coordinator, UCE



PUBLIC WORKS DEPARTMENT

CITY OF GREENVILLE

NORTH CAROLINA

27835-7207

P.O. Box 7207

January 19, 2012

Ms. Gail M. Hanscom
Project Manager
Ceres Environmental Services, Inc.
6960 Professional Parkway East
Sarasota, FL 34240

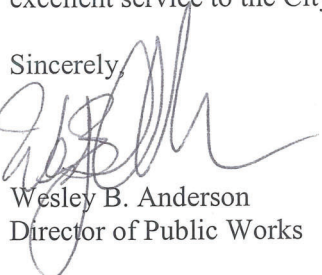
Dear Ms. Hanscom:

On behalf of the City of Greenville, NC, I would like to take this opportunity to thank you and Ceres Environmental for the quick response and efficient services you provided to our City following Hurricane Irene in 2011. As this storm was one of the worst hurricanes to hit our City, it resulted in a tremendous amount of debris to be removed. Your company's mobilization efforts, flexibility, and attention to detail was a major factor in ensuring the rapid removal of debris from the City and was greatly appreciated by its citizens.

Ceres was organized and conscientious, and your team quickly learned our area, employees, and our level of service. Your team provided professional, quality service, and maintained an open line of communication at all times.

Again, our sincere appreciation to you and Ceres Environmental for your assistance and excellent service to the City of Greenville.

Sincerely,



Wesley B. Anderson
Director of Public Works

Document Number: 916803

1500 Beatty Street • Greenville, North Carolina • 27834



Town of Simsbury

66 TOWN FOREST ROAD, P.O. BOX 495, SIMSBURY, CONNECTICUT 06070
Phone (860) 658-3222 Fax (860) 408-5416 E-mail troy@simsbury-ct.gov

~ Thomas J. Roy, P.E. - Director of Public Works ~

December 22, 2011

Mr. Charles Owens
Project Manager
Ceres Environmental
HAND DELIVERED

Re: Letter of Appreciation - Debris Cleanup and Disposal Following Winter Storm Alfred

Dear Mr. Owens:

I want to take the time to thank you and Ceres Environmental for the work you did in removing the debris from Simsbury following one of the worst natural disasters this Town has ever experienced. The work performed by Ceres under your leadership was professional, timely and compassionate. At no time did any problem go unresolved and you were able to meet all of the contractual requirements and time constraints even when our volume of debris more than doubled from our original estimates.

Having the landscape of our town so dramatically changed by the storm damage had a dramatic impact on our residents and the quality of their lives. The cleanup work performed and the manner, in which it was conducted, was an essential part of the communities recovery process.

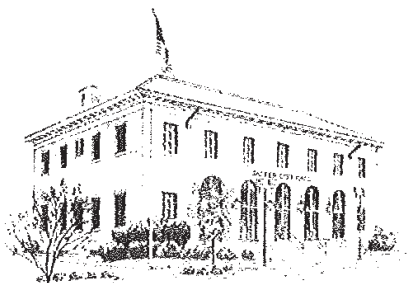
Thank you for providing a superior level of service and quality to our Town.

Sincerely,

Thomas J. Roy, PE
Director of Public Works

cc: David Preus
Troy Garrett

An Equal Opportunity Employer
www.Simsbury-ct.gov



V.L. "SONNY" POSEY, MAYOR
 GARY COWEN, COUNCIL MEMBER
 JOHN M. ROLLINS, COUNCIL MEMBER
 MORRIS STUDDARD, COUNCIL MEMBER

CITY OF JASPER

November 3, 2011

400 W. 19TH STREET
 P.O. BOX 1589
 JASPER, ALABAMA 35501
 TELEPHONE: (205) 221-2100
 FAX: (205) 221-8522
 EMAIL: jcityhall400@charter.net
 WEB ADDRESS: jaspercity.com

SANDI P. SUDDUTH, COUNCIL MEMBER
 LEE SWANN, COUNCIL MEMBER
 KATHY CHAMBLESS, CITY CLERK, C P A

Ceres Environmental
 Attn: David Preus
 3825 85th Avenue N.E.
 Brooklyn Park, MN. 55443

RE: Letter of Appreciation, Pat Lombardo, Ceres Environmental

Dear Mr. Preus:

I would like to offer this letter of appreciation to formally recognize Ceres Environmental Representative Pat Lombardo for his tireless efforts in removal of tornado debris of the April 27, 2011 storm, for the City of Jasper, Alabama.

Mr. Lombardo's customer service and expertise allowed the City of Jasper to accomplish the monumental task of the debris removal in a timely fashion as to better serve the citizens of our community in a time of need.

Again, I would like to thank Ceres Environmental and Pat Lombardo for their responsive, courteous and knowledgeable service in assisting our City in this disaster.

Sincerely,

CITY OF JASPER, ALABAMA

Keith Pike
 City Planner

KP/rs

**JEFFERSON COUNTY COMMISSION**

JAMES A. (JIMMIE) STEPHENS
COMMISSIONER OF FINANCE AND INFORMATION TECHNOLOGY

716 Richard Arrington, Jr. Blvd. N.
Suite 210 Courthouse
Birmingham, Alabama 35203
Telephone: 205-325-5555 – Fax: 205-325-4860

August 26, 2011

To Whom It May Concern:

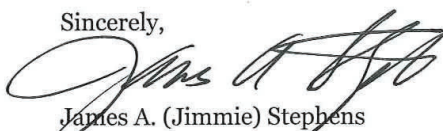
It is my pleasure to offer this letter of recommendation for Ceres Environmental to any area that is unfortunately affected by a natural disaster.

The lives of many Alabama residents were changed forever on April 27, 2011 when a line of severe storms and tornadoes ripped through our state. Jefferson County, the state's most populous county and home to the City of Birmingham was one of the areas suffering massive devastation. Jefferson County Commissioners immediately went to work, hiring Ceres Environmental to assist the County's Roads and Transportation Department in removing in excess of one million ton of debris.

Ceres Environmental was on the ground within 72 hours. They showed extreme reliability and dedication in the midst of chaos. Organized and diligent, their team quickly learned our people, our systems and our area. Ceres Environmental helped to organize and utilize Alabama contractors, allowing local people to heal by doing something to help in their own backyards. Ceres assistance resulted in people getting back into their communities and starting the rebuilding process. Residents that were hit hardest in communities like, Pleasant Grove, Concord, and Forestdale are today, after only four months, moving into new and rebuilt homes. After witnessing the profound success and partnership of Jefferson County and Ceres Environmental, other Alabama Counties selected Ceres for debris cleanup in their area.

Ceres Environmental has my highest recommendation, and I am happy to furnish more details if you would like additional information.

Sincerely,



James A. (Jimmie) Stephens
JS:cv

City of Pleasant Grove

501 PARK ROAD
PLEASANT GROVE, ALABAMA 35127
PHONE (205) 744-1720
FAX (205) 744-9556

Jerry W. Brasseale, Mayor
Karen Duncan, City Clerk/Treasurer
Jon B. Terry, Attorney

COUNCIL MEMBERS
William Bullion
Terrie G. Hicks
Philip Houston
Paula Johnson
James G. Mosley

July 25, 2011

CERES Environmental
6960 Professional Parkway East
Sarasota, FL 34240

To Whom It May Concern:

April 27 was a day many Alabamians will never forget. The impact of this storm which caused destruction thru many counties will be felt for many years to come.

Words such as "horrific," "powerful," "disaster" or overwhelmed" could hardly begin to express the devastation left behind by the EF-4/EF-5 tornado.

As the Mayor of Pleasant Grove, Alabama I was impressed by the way the employees with CERES communicated with me and our employees to expedite the mission in which they were called to perform. They removed 500 thousand cubic yards of storm debris. They worked with the local contractors to help this city get back to some kind of normal life. Throughout the community our residents have given us feedback at the performance of CERES and it has all been positive. I would highly recommend CERES Environmental for their services, and their performance of their work, especially to anyone that may find themselves in a situation as we found ourselves to be. On behalf of City Hall, our city council and the residents of Pleasant Grove, Alabama, we thank you for your assistance.

Sincerely,



Jerry W. Brasseale, Mayor
City of Pleasant Grove



CITY OF LAKE JACKSON

25 OAK DRIVE • LAKE JACKSON, TEXAS 77566-5289 • 979-415-2400 • FAX 979-297-9804

June 30, 2009

Dear Sir/Madam:

On behalf of the City of Lake Jackson, Department of Public Works, this letter is to acknowledge the splendid wood waste grinding work performed by Ceres Environmental Services, Inc. for the City in February of 2009 following Hurricane Ike, and to recommend Ceres in relation to the Lake Jackson Debris Removal RFP currently being solicited by the City from qualified disaster recovery contractors.

I found Ceres to be a very prompt, reliable and competent partner for our wood waste reduction project. Their personnel are extremely experienced and very pleasant to work with. They utilize the most modern equipment and waste reduction processes and techniques.

I have no doubt that Ceres, who have performed any number of large debris removal and reduction projects throughout Texas and the Gulf States, would render timely and cost-effective disaster recovery services to the City of Lake Jackson should they become the chosen contractor. They have my strong recommendation.

Sincerely,

Craig Nisbett
Public Works Director

CN:mae

COUNCIL
LARRY D. ASHLOCK
N. STEVEN ATCHER
MARTY E. FULKERSON
KENNY LEWIS
RONALD B. THOMAS
TIM C. WALKER



200 West Dixie Avenue
P. O. Box 550
Elizabethtown, KY 42702
(270) 765-6121
Fax: (270) 737-5362
Web Site: www.ETownKY.org

CITY OF ELIZABETHTOWN
DAVID L. WILLMOTH, JR., MAYOR

June 4, 2009

CERES Environmental Services, Inc.

RE: January 2009 Ice Storm Cleanup

Dear Sirs:

This letter is to express the appreciation of the City of Elizabethtown for the effective and timely removal of storm debris (limbs) from the streets of Elizabethtown. Although the Commonwealth of Kentucky issued the contracts, your representatives and employees were cooperative and responsive to our suggestions and requests regarding the progress of the cleanup. Our town was cleaned up in an amazingly short time and our residents were very thankful.

Thank you for the attention given to the City of Elizabethtown during this emergency.

Clint Fulkerson,
Foreman, Street Services

Don Hill
Superintendent, Public Works





CARLOS H. CASCOS, CPA
COUNTY JUDGE
DIRECTOR OF EMERGENCY MANAGEMENT
1100 E. MONROE ST.
DANCY BUILDING
BROWNSVILLE, TEXAS 78520

JOHNNY CAVAZOS, EMC
CHIEF EMERGENCY OFFICER
DIRECTOR OF HOMELAND SECURITY
(956) 547-7000
FAX: 547-7006

Monday, December 1, 2008

Mr. Thomas D. Trizna, Sr.
Project Manager
Ceres Environmental Services, Inc.
5590 Broadcast Court
Sarasota, Florida 34240

Dear Mr. Trizna:

Greetings! On behalf of the County of Cameron, I would like to acknowledge the superb work performed by your firm following Hurricane Dolly in July 2008. Your firm accomplished what it set out to do and on several occasions went above and beyond to satisfy the needs of the disaster recovery.

As Cameron County's Director of Homeland Security & Emergency Management, I can certainly appreciate the value you placed on your pre-planning, leadership and responsiveness by which Ceres, along with its subcontractors, responded to our community's need.

In addition, we did not overlook your firm's common sense, forward-thinking practice of hiring local subcontractors, thus, furthering the economic recovery of our area.

Although I certainly do not wish for another hurricane anytime soon, I am comfortable knowing that our county can depend on Ceres Environmental to preplan, pre-deploy, and take care of business when the time comes.

With this in mind, please feel free to use me as a positive reference for prospective clients.

Sincerely,

Johnny Cavazos



CITY OF WATERLOO, IOWA

WATERLOO ENGINEERING DEPARTMENT

715 Mulberry St. • Waterloo, IA 50703 • (319) 291-4312 Fax (319) 291-4262
ERIC THORSON, P.E. • City Engineer email: city.engineer@waterloo-ia.org

Mayor
TIMOTHY J.
HURLEY

July 17, 2008

COUNCIL
MEMBERS
.....

REGINALD A.
SCHMITT
Ward 1

CAROLYN
COLE
Ward 2

HAROLD
GETTY
Ward 3

QUENTIN M.
HART
Ward 4

RON
WELPER
Ward 5

BOB
GREENWOOD
At-Large

STEVE
SCHMITT
At-Large

Mr. Bret Synder
Ceres Environmental
3825 85th Avenue North
Brooklyn Park, MN 55443

RE: LETTER OF RECOMENDATION

Dear Mr. Synder:

As the Project Engineer for the debris removal contract for the City of Waterloo, Iowa, I wanted to write to you and let you know what a fantastic job you did. As you know, the City of Waterloo suffered a 500-year flood event in June 2008. After the flood waters receded, the City of Waterloo put forth a contract for debris removal.

As I had never dealt with a contract like this before, I was very nervous when an out-of-town contractor, Ceres Environmental, submitted the low bid. Ceres provided all of the necessary paperwork with their bid, even the paperwork that was not required at the time of the bid. This paperwork would have been required after the bid opening but Ceres provided it with their bid in order to speed up the review and approval process.

Having spent three weeks working with you and your crews, I am very pleased that Ceres received the contract. Anything that I ever asked, you provided, cleaned up or took care of. The work that you did was always done with great care and when you left an area, yards were always raked and very clean.

I would be very happy to recommend Ceres Environmental to another city, county or state that is in need of your services.

If I can be of any further help please don't hesitate to contact me.

Sincerely,

Jamie Knutson, P.E.
Associate Engineer

CITY WEBSITE: www.ci.waterloo.ia.us

WE'RE WORKING FOR YOU!

An Equal Opportunity/Affirmative Action Employer



CITY OF NICHOLS HILLS

February 18, 2008

Thomas D. Trizna, Sr.
Project Manager
Ceres Environmental Services, Inc.
5590 Broadcast Court
Sarasota, Florida 34240

Re: Letter of Commendation for Severe Winter Storm Response Operations

Dear Mr. Trizna:

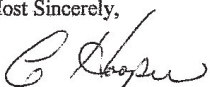
Now that the City of Nichols Hills has completed its interaction with the Federal Emergency Management Agency (FEMA) regarding reimbursement of eligible damage costs resulting from the December 10-11, 2007 ice storm, I am compelled to offer this letter of commendation to you, the other Ceres staff members assisting you, and the team of subcontractors you brought to our aid.

The ice storms caused significant damage to the majority of the tree canopy throughout Nichols Hills, both that in the public rights-of-way and that on private property. When you first visited with me, I thought that I had contracted for enough debris removal personnel and equipment to complete the clean-up within a timeframe acceptable to the executive staff, and citizens, in the City. Once I realized that this was not the case, and I asked Ceres to assist, you immediately mobilized the proper number and proper make-up of equipment necessary to meet the goal established. This reflected well upon the Department of Public Works, and the entire City of Nichols Hills organization.

Perhaps even more important than a timely, coordinated response to the debris removal challenge was the expertise, education, and presentation of the audit quality documentation that FEMA requires for maximum reimbursement of eligible costs that Ceres provided. The Final Report that you submitted to me captured, documented, and memorialized the entire process in a manner that impressed even our FEMA Public Assistance Coordinator. He stated that, "If only more of the reimbursement applicants would prepare their data in the manner in which you (Nichols Hills) did, my job would be much easier, and checks would be sent to applicants much faster".

On behalf of the City of Nichols Hills, Oklahoma Department of Public Works, I commend Ceres for all the efforts put forth in assisting us in our time of need. While I hope to never again require your services, should that occur, I would eagerly invite your involvement in future disaster response and recovery operations. Please feel free to use my name as a positive reference for future work with other local government agencies across the nation.

Most Sincerely,



Charles Hooper, Director

Town Hall • 6407 Avondale Drive • Nichols Hills, Oklahoma 73116-6481 • 405/843-6637, Fax 405/842-8409



AARON F. BROUSSARD
PARISH PRESIDENT

JEFFERSON PARISH LOUISIANA

OFFICE OF PARISH PRESIDENT

Our Mission is:
"Provide the services,
leadership, and vision to
improve the quality of life
in Jefferson Parish."

May 31, 2007

To Whom It May Concern:

This letter is to strongly recommend Ceres Environmental Services, Inc. as a hurricane recovery contractor.

Hurricane Katrina (2005) devastated the Gulf Coast and Jefferson Parish, the most populated Parish in Louisiana, was no exception. In total, our recovery effort required the removal of millions of cubic yards of debris, trimming or removal of many thousands of trees, and demolition of thousands of structures.

Initially I was concerned when our original contractor was replaced by Ceres early in the recovery effort. But these concerns were alleviated on the first day when Ceres removed more debris at a higher rate than any single day during the original contractor's period of performance. In just their first 90 days of performance, Ceres removed over 3,178,970 CY of debris.

Over the past 20 months, I have come to know Ceres' personnel and capabilities well and have been impressed with all aspects of their organization, all of which continually reaffirmed that the contractor change made early in this effort was the correct decision. Throughout their performance on this project, Ceres consistently maintained a highly competent and professional staff – all of whom remained tirelessly devoted to achieving the mission objectives. Often faced with critical challenges and competing priorities, Ceres maintained considerable flexibility and demonstrated diversified expertise, consistently exceeding all of our expectations. Ceres was also extremely successful in promoting the participation and integration of local resources and contractors to achieve our utilization goals, furthering the economic and employment recovery aspects to this locality.

The recovery effort for this Parish was, at the very least, daunting. The responsiveness, expertise, dedication, efficiency and professionalism displayed by Ceres were exemplary and this Parish remains grateful to them for their services. We would highly recommend this contractor for hurricane or other disaster recovery efforts.

Sincerely,



AARON F. BROUSSARD
Parish President



Printed on Recycled Paper.

SUITE 1002 - 1221 ELMWOOD PARK BOULEVARD - JEFFERSON, LOUISIANA 70123
P. O. BOX 10242 JEFFERSON, LOUISIANA 70181-0242 - (504) 736-6400



The City of Slidell

P. O. Box 828 • Slidell, Louisiana 70459
Telephone (985) 646-4333
Fax (985) 646-4209

BEN O. MORRIS
MAYOR

May 31, 2007

To Whom It May Concern:

The impact of Hurricane Katrina was far-reaching to our City of Slidell, Louisiana. The devastation of this disaster necessitated a major recovery effort, which ultimately included the removal of 1.5 million cubic yards of storm debris, trimming or removal of thousands of storm and salt water damaged trees, and the demolition of hundreds of structures. Ceres Environmental Services, Inc. (Ceres) performed this work in an exemplary manner.

On behalf of the City of Slidell, I would like to personally thank the entire Ceres organization for the safe, expeditious and professional manner in which this firm completed a very difficult response mission. I also appreciate their efforts to utilize many local contractors and vendors in the performance of the work to include the trimming and removal of hazardous trees on over 5,000 private properties under the executive order for the City. Particularly important to this City, since the storm devastated many of our local businesses, was Ceres' small and local business utilization program which helped to restore local businesses and jobs to this community, and we are grateful to Ceres for that effort.

The City of Slidell was very pleased with Ceres' performance in completing a very difficult mission. I would highly recommend the services of this company to others and, in particular, to those in need of recovery assistance following severe disasters such as Katrina.

Sincerely,

A handwritten signature in black ink, appearing to be "Ben O. Morris", is written over a horizontal line.

Ben O. Morris
Mayor

PERFORMANCE EVALUATION (CONSTRUCTION)		1. CONTRACT NUMBER W 912P805D 0024	
INCOMPLETE-RATED		2. CEC NUMBER 060619285	
IMPORTANT: Be sure to complete Part III - Evaluation of Performance Elements on reverse.			
PART I - GENERAL CONTRACT DATA			
3. TYPE OF EVALUATION (X one) ☐ INTERIM (List percentage <u>100</u> %) ☒ FINAL		4. TERMINATED FOR DEFAULT ☐ AMENDED ☐	
5. CONTRACTOR (Name, Address, and ZIP Code) CERES ENVIRONMENTAL SERVICES, INC 3825 85TH AVENUE MINNEAPOLIS MN 554432059 USA NAICS Code:562910		6.a. PROCUREMENT METHOD (X one) ☐ SEALED BID ☒ NEGOTIATED b. TYPE OF CONTRACT (X one) ☒ FIRM FIXED PRICE ☐ COST REIMBURSEMENT ☐ OTHER (Specify)	
7. DESCRIPTION AND LOCATION OF WORK DEBRIS REMOVAL, SITE MANAGEMENT AND DEBRIS REDUCTION, HURRICANE KATRINA			
8. TYPE AND PERCENT OF SUBCONTRACTING TotalSB 73.5% ,TotalSDB 10.6% ,TotalWOSB 11% ,TotalHubz 3.2% ,TotalSDV 3%			
9. FISCAL DATA ▶	a. AMOUNT OF BASIC CONTRACT \$1,000,000.00	b. TOTAL AMOUNT OF MODIFICATIONS	c. LIQUIDATED DAMAGES ASSESSED
10. SIGNIFICANT DATES ▶	a. DATE OF AWARD 09/15/2005	b. ORIGINAL CONTRACT COMPLETION DATE 09/30/2007	d. NET AMOUNT PAID CONTRACTOR \$440,935,314
PART II - PERFORMANCE EVALUATION OF CONTRACTOR			
11. OVERALL RATING (X appropriate block) ☒ OUTSTANDING ☐ ABOVE AVERAGE ☐ SATISFACTORY ☐ MARGINAL ☐ UNSATISFACTORY (Explain in Item 20 on reverse)			
12. EVALUATED BY			
a. ORGANIZATION (Name and Address (Include ZIP Code)) CBCT-M VM		b. TELEPHONE NUMBER (Include Area Code) 901-544-3037	
c. NAME AND TITLE RICHARD W. EDMOND CHIEF HURRICANE BRANCH		d. SIGNATURE	e. DATE 10/06/2008
13. EVALUATION REVIEWED BY			
a. ORGANIZATION (Name and Address (Include ZIP Code))		b. TELEPHONE NUMBER (Include Area Code)	
c. NAME AND TITLE		d. SIGNATURE	e. DATE
14. AGENCY USE (Distribution, etc.)			

DD FORM 2626, JUN 94 (EG)

EXCEPTION TO SF 1420 APPROVED BY GSA/IRMS 6-94

FOR OFFICIAL USE ONLY / SOURCE SELECTION INFORMATION - SEE FAR 2.101 and 3.104

PART III - EVALUATION OF PERFORMANCE ELEMENTS

N/A = NOT APPLICABLE O = OUTSTANDING A = ABOVE AVERAGE S = SATISFACTORY M = MARGINAL U = UNSATISFACTORY

15. QUALITY CONTROL	N/A	O	A	S	M	U	16. EFFECTIVENESS OF MANAGEMENT	N/A	O	A	S	M	U
a. QUALITY OF WORKMANSHIP		X					a. COOPERATION AND RESPONSIVENESS		X				
b. ADEQUACY OF THE CQC PLAN		X					b. MANAGEMENT OF RESOURCES/ PERSONNEL			X			
c. IMPLEMENTATION OF THE CQC PLAN		X					c. COORDINATION AND CONTROL OF SUBCONTRACTOR(S)			X			
d. QUALITY OF QC DOCUMENTATION		X					d. ADEQUACY OF SITE CLEAN-UP		X				
e. STORAGE OF MATERIALS	X						e. EFFECTIVENESS OF JOB-SITE SUPERVISION		X				
f. ADEQUACY OF MATERIALS			X				f. COMPLIANCE WITH LAWS AND REGULATIONS			X			
g. ADEQUACY OF SUBMITTALS		X					g. PROFESSIONAL CONDUCT		X				
h. ADEQUACY OF QC TESTING		X					h. REVIEW/RESOLUTION OF SUBCONTRACTOR'S ISSUES		X				
i. ADEQUACY OF AS-BUILTS			X				i. IMPLEMENTATION OF SUBCONTRACTING PLAN		X				
j. USE OF SPECIFIED MATERIALS	X												
k. IDENTIFICATION/CORRECTION OF DEFICIENT WORK IN A TIMELY MANNER		X											
17. TIMELY PERFORMANCE							18. COMPLIANCE WITH LABOR STANDARDS						
a. ADEQUACY OF INITIAL PROGRESS SCHEDULE		X					a. CORRECTION OF NOTED DEFICIENCIES		X				
b. ADHERENCE TO APPROVED SCHEDULE		X					b. PAYROLLS PROPERLY COMPLETED AND SUBMITTED			X			
c. RESOLUTION OF DELAYS		X					c. COMPLIANCE WITH LABOR LAWS AND REGULATIONS WITH SPECIFIC ATTENTION TO THE DAVIS-BACON ACT AND EEO REQUIREMENTS		X				
d. SUBMISSION OF REQUIRED DOCUMENTATION			X				19. COMPLIANCE WITH SAFETY STANDARDS						
e. COMPLETION OF PUNCHLIST ITEMS			X				a. ADEQUACY OF SAFETY PLAN		X				
f. SUBMISSION OF UPDATED AND REVISED PROGRESS SCHEDULES		X					b. IMPLEMENTATION OF SAFETY PLAN		X				
g. WARRANTY RESPONSE		X					c. CORRECTION OF NOTED DEFICIENCIES		X				

20. REMARKS (Explanation of unsatisfactory evaluation is required. Other comments are optional. Provide facts concerning specific events or actions to justify the evaluation. These data must be in sufficient detail to assist contracting officers in determining the contractor's responsibility. Continue on separate sheet(s), if needed.)

EVALUATOR REMARKS: CERES performed debris removal and demolition in southeast Louisiana in support of Hurricane Katrina recovery. In the midst of this chaotic and dangerous environment, they worked hundreds of thousands of manhours without a lost time accident. Their management team responded to this 24 month effort in an outstanding manner. They proactively worked with both Federal agencies and Local entities. The management of their 413 first tier subcontractors was both professional and fully supportive of the requirement of the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

All work was completed timely, disposal sites fully complied with all applicable laws and regulations and the quality of their work left nothing to be desired. Their overall management of the project was outstanding.

DD FORM 2626 (BACK), JUN 94

Performance Survey Form

A. **GENERAL INFORMATION:** Offeror must submit Survey Forms, fully completed by the project owners, and Company Specialized Experience forms with their initial offers.

Contractor's Name: Ceres Environmental Services, Inc.
 Address: 3825 85th Avenue North Telephone Number: 800-218-4424
Brooklyn Park, MN 55443 Point of Contact: David Preus

Name / Location of Project: Hurricanes Francis and Jeanne Debris Haul in Palm Beach County, FL

Contractor Performed as the ☐ Prime Contractor, the ☒ Sub-Contractor.

B. **RESPONDENT INFORMATION:**

Name of Respondent: RICH KURZ Title: FIELD SERVICE MGR
 Address: PBC SOLID WASTE AUTHORITY Telephone Number: 561-697-2700 x 4715
7501 N. JOG ROAD Fax Number: 561-471-0142
WEST PALM BEACH, FL 33412

C. **PERFORMANCE INFORMATION:** Choose the number on the scale of 1 to 6 that most accurately describes the contractor's performance or situation.

1	2	3	4	5	6
Unsatisfactory	Marginal	None	Satisfactory	Very Good	Exceptional
Performance did not meet most contractual requirements. There were serious problems and the contractor's corrective actions were ineffective.	Performance did not meet some contractual requirements. There were problems, some of a serious nature, for which corrective action was out, marginally effective.	No record of past performance or the record is inconclusive.	Performance met contract requirements. There were some minor problems and corrective actions taken by the contractor were satisfactory.	Performance met all contract requirements and exceeded some to the government's benefit. There were a few minor problems which the contractor resolved in a timely, effective manner.	Performance met all contract requirements and exceeded many to the government's benefit. Problems, if any, were negligible and were resolved in a timely, highly effective manner.

PERFORMANCE SURVEY FORM

The Contractor:								
1.	Provided experienced managers and supervisors with the technical and administrative abilities needed to meet contract requirements.	1	2	3	4	5	6	N/A
2.	Demonstrated ability to hire, maintain, and replace, if necessary, qualified personnel during the contract period.	1	2	3	4	5	6	N/A
3.	Delegated authority to project managers and supervisors commensurate with contract requirements.	1	2	3	4	5	6	N/A
4.	Home office participated in solving significant local problems.	1	2	3	4	5	6	N/A
5.	Followed approved quality control plan and conformed to contract specifications.	1	2	3	4	5	6	N/A
6.	Provided effective quality control and / or inspection procedures to meet contract requirements.	1	2	3	4	5	6	N/A
7.	Corrected deficiencies in a timely manner and pursuant to their quality control procedures.	1	2	3	4	5	6	N/A
8.	Provided timely resolution of contract discrepancies.	1	2	3	4	5	6	N/A
9.	Identified risks / problems as they occurred.	1	2	3	4	5	6	N/A
10.	Suggested alternative approaches to problems.	1	2	3	4	5	6	N/A
11.	Displayed initiative to solve problems.	1	2	3	4	5	6	N/A
12.	Developed realistic progress schedules.	1	2	3	4	5	6	N/A
13.	Met established project schedules.	1	2	3	4	5	6	N/A
14.	Provided timely resolution of warranty defects.	1	2	3	4	5	6	N/A
15.	Was responsive to contract changes.	1	2	3	4	5	6	N/A
16.	Provided adequate project supervision.	1	2	3	4	5	6	N/A
17.	Obtained consent of surety for increases in bonding as work-in-progress increased.	1	2	3	4	5	6	N/A
18.	Paid subcontractors / suppliers in a timely manner.	1	2	3	4	5	6	N/A
19.	Provided accurate and complete cost proposals including all aspects of work required for each contract change.	1	2	3	4	5	6	N/A
20.	Cooperated with Government personnel after award.	1	2	3	4	5	6	N/A
21.	Was the contractor ever issued a cure or show cause notice under the referenced contract? If yes, explain outcome in "remarks".	YES					NO	N/A
22.	Would you award another contract to this contractor? If not, explain in "remarks".	YES					NO	N/A
23.	Overall Evaluation of Contractor's Performance	1	2	3	4	5	6	

REMARKS:

CERES ENVIRONMENTAL DID AN OUTSTANDING JOB AS A SUBCONTRACTOR FOR WASTE MANAGEMENT DURING THE HURRICANE FRANCES AND JEANNE CLEANUP. THEY WERE ASSIGNED SPECIFIC AREAS (WHICH WERE SOME OF THE HARDEST HIT AREAS) AND HAD CREWS ON THE GROUND IN THESE AREAS UNTIL THE CLEANUP CONCLUDED. THEIR MANAGEMENT AND SUPERVISORY TEAM WERE EXCEPTIONAL. THEY WERE ALWAYS AVAILABLE TO MEET IF THE NEED AROSE AND WERE QUICK TO RESOLVE ANY ISSUES THAT CAME UP. THEY ARE A TEAM OF KNOWLEDGABLE PROFESSIONALS THAT KNOW HOW TO GET THE JOB DONE RIGHT.

INDEFINITE DELIVERY TYPE CONTRACTS FOR CONTINGENCY
CONTRACTING INITIATIVE (CCI) TEMPORARY ROOF REPAIRS
SUPPORTING USACE/FEMA/DEPARTMENT RESPONSE

WS1278-06-R-0007

PERFORMANCE SURVEY FORM

A. **GENERAL INFORMATION:** Offeror must submit Survey Forms, fully completed by the project owners, and Company Specialized Experience forms with their initial offers.

Contractor's Name: Ceres Environmental Services, Inc.

Address: 3825 85th Ave. N. Telephone Number: (763) 425-8822
Brooklyn Park, M.N. 55443 Point of Contact: David Preus

Name/Location of Project: City of Palm Beach Gardens
Palm Beach Gardens, FL 33410

Contractor Performed as the ☒ Prime Contractor, the ☐ Sub-Contractor.

B. **RESPONDENT INFORMATION:**

Name of Respondent: David Reyes Title: Operations Director
Address: 10500 N. Military Trail Telephone Number: (561) 804-7015
Palm Beach Gardens, FL 33410 Fax Number: (561) 799-4211

C. **PERFORMANCE INFORMATION:** Choose the number on the scale of 1 to 6 that most accurately describes the contractor's performance or situation.

1	2	3	4	5	6
Unsatisfactory	Marginal	None	Satisfactory	Very Good	Exceptional
Performance did not meet most contractual requirements. There were serious problems and the contractor's corrective actions were ineffective.	Performance did not meet some contractual requirements. There were problems, some of a serious nature, for which corrective action was only marginally effective.	No record of past performance or the record is inconclusive.	Performance met contract requirements. There were some minor problems and corrective actions taken by the contractor were satisfactory.	Performance met all contract requirements and exceeded some to the government's benefit. There were a few minor problems which the contractor resolved in a timely, effective manner.	Performance met all contract requirements and exceeded many to the government's benefit. Problems, if any, were negligible and were resolved in a timely, highly effective manner.

INDEFINITE DELIVERY TYPE CONTRACTS FOR CONTINGENCY
CONTRACTING INITIATIVE (CCI) TEMPORARY ROOF REPAIRS
SUPPORTING USACE/EMMA/DISASTER RESPONSE IN FL, GA,
NC, SC, MS, LA, TX, AND AL.

W91278-06-R-0007

PERFORMANCE SURVEY FORM

The contractor:		1	2	3	4	5	6	NA
1.	Provided experienced managers and supervisors with the technical and administrative abilities needed to meet contract requirements.	1	2	3	4	5	(6)	NA
2.	Demonstrated ability to hire, maintain, and replace, if necessary, qualified personnel during the contract period.	1	2	3	4	5	(6)	NA
3.	Delegated authority to project managers and supervisors commensurate with contract requirements.	1	2	3	4	5	(6)	NA
4.	Home office participated in solving significant local problems.	1	2	3	4	(5)	6	NA
5.	Followed approved quality control plan and conformed to contract specifications.	1	2	3	4	5	(6)	NA
6.	Provided effective quality control and/or inspection procedures to meet contract requirements.	1	2	3	4	5	(6)	NA
7.	Corrected deficiencies in timely manner and pursuant to their quality control procedures.	1	2	3	4	5	(6)	NA
8.	Provided timely resolution of contract discrepancies.	1	2	3	4	5	6	(NA)
9.	Identified risks/problems as they occurred.	1	2	3	4	5	(6)	NA
10.	Suggested alternative approaches to problems.	1	2	3	4	5	(6)	NA
11.	Displayed initiative to solve problems.	1	2	3	4	5	(6)	NA
12.	Developed realistic progress schedules.	1	2	3	4	5	(6)	NA
13.	Met established project schedules.	1	2	3	4	(5)	6	NA
14.	Provided timely resolution of warranty defects.	1	2	3	4	5	(6)	NA
15.	Was responsive to contract changes.	1	2	3	4	5	6	(NA)
16.	Provided adequate project supervision.	1	2	3	4	5	(6)	NA
17.	Obtained consent of surety for increases in bonding as work-in-progress increased.	1	2	3	4	5	(6)	NA
18.	Paid subcontractors/suppliers in a timely manner.	1	2	3	4	5	(6)	NA
19.	Provided accurate and complete cost proposals including all aspects of work required for each contract change.	1	2	3	4	5	(6)	NA
20.	Cooperated with Government personnel after award.	1	2	3	4	5	(6)	NA
21.	Was the contractor ever issued a cure or show cause notice under the referenced contract? If yes, explain outcome in "remarks."						YES	NO
22.	Would you award another contract to this contractor? If not, explain in "remarks."						YES	NO
23.	OVERALL EVALUATION OF CONTRACTOR'S PERFORMANCE.	1	2	3	4	5	(6)	

INDEFINITE DELIVERY TYPE CONTRACTS FOR CONTINGENCY
CONTRACTING INITIATIVE (CCI) TEMPORARY ROOF REPAIRS
SUPPORTING USACE/FEMA/DISASTER RESPONSE

W91278-06-R-0007

PERFORMANCE SURVEY FORM

Remarks: Ceres Environmental met the City of Palm Beach Gardens
expectation for the debris collection process. Ceres Environmental
was in contact with the City immediately after the storm and in
less than 72^{hrs} after hurricane Wilma, Ceres crew's were ready to
start the collection process.

The City of Palm Beach Gardens recommends Ceres Environmental
as a responsive Contractor.

END OF SECTION

INDEFINITE DELIVERY TYPE CONTRACTS FOR CONTINGENCY
CONTRACTING INITIATIVE (CCI) TEMPORARY ROOF REPAIRS
SUPPORTING USACE/FEMA/DISASTER RESPONSE

W91278-06-R-0007

PERFORMANCE SURVEY FORM

A. **GENERAL INFORMATION:** Offeror must submit Survey Forms, fully completed by the project owners, and Company Specialized Experience Forms with their initial offers.

Contractor's Name: CERES Environmental

Address: 3825 85th Avenue Telephone Number: (763) 425-8822
BROOKLYN PARK, MN. Point of Contact: 763 425-5634
55443

Name/Location of Project: Emergency Roof Repairs during
Operation Blue Roof 2005 Hurricane Wilma - Florida

Contractor Performed as the ☐ Prime Contractor, the ☐ Sub-Contractor.

B. **RESPONDENT INFORMATION:**

Name of Respondent: Jose Rosado Title: Resident Engineer

Address: 400 Fernandez Tunos Ave Telephone Number: 787-729-6905
Stup 7 1/2 Antillas Office Fax Number: 787-729-6944
SAN JUAN, PR

C. **PERFORMANCE INFORMATION:** Choose the number on the scale of 1 to 6 that most accurately describes the contractor's performance or situation.

1	2	3	4	5	6
Unsatisfac- tory	Marginal	None	Satisfactory	Very Good	Exceptional
Performance did not meet most contractual requirements. There were serious problems and the contractor's corrective actions were ineffective.	Performance did not meet some contractual requirements. There were problems, some of a serious nature, for which corrective action was only marginally effective.	No record of past performance or the record is inconclusive.	Performance met contract requirements. There were some minor problems and corrective actions taken by the contractor were satisfactory.	Performance met all contract requirements and exceeded some to the government's benefit. There were a few minor problems which the contractor resolved in a timely, effective manner.	Performance met all contract requirements and exceeded many to the government's benefit. Problems, if any, were negligible and were resolved in a timely, highly effective manner.

INDEFINITE DELIVERY TYPE CONTRACTS FOR CONTINGENCY
CONTRACTING INITIATIVE (CCI) TEMPORARY ROOF REPAIRS
SUPPORTING USACE/EMMA/DISASTER RESPONSE IN FL, GA,
NC, SC, MS, LA, TX, AND AL.

W91278-06-R-0007

PERFORMANCE SURVEY FORM

The contractor:		1	2	3	4	5	6	
1.	Provided experienced managers and supervisors with the technical and administrative abilities needed to meet contract requirements.	1	2	3	4	5	6	NA
2.	Demonstrated ability to hire, maintain, and replace, if necessary, qualified personnel during the contract period.	1	2	3	4	5	6	NA
3.	Delegated authority to project managers and supervisors commensurate with contract requirements.	1	2	3	4	5	6	NA
4.	Home office participated in solving significant local problems.	1	2	3	4	5	6	NA
5.	Followed approved quality control plan and conformed to contract specifications.	1	2	3	4	5	6	NA
6.	Provided effective quality control and/or inspection procedures to meet contract requirements.	1	2	3	4	5	6	NA
7.	Corrected deficiencies in timely manner and pursuant to their quality control procedures.	1	2	3	4	5	6	NA
8.	Provided timely resolution of contract discrepancies.	1	2	3	4	5	6	NA
9.	Identified risks/problems as they occurred.	1	2	3	4	5	6	NA
10.	Suggested alternative approaches to problems.	1	2	3	4	5	6	NA
11.	Displayed initiative to solve problems.	1	2	3	4	5	6	NA
12.	Developed realistic progress schedules.	1	2	3	4	5	6	NA
13.	Met established project schedules.	1	2	3	4	5	6	NA
14.	Provided timely resolution of warranty defects.	1	2	3	4	5	6	NA
15.	Was responsive to contract changes.	1	2	3	4	5	6	NA
16.	Provided adequate project supervision.	1	2	3	4	5	6	NA
17.	Obtained consent of surety for increases in bonding as work-in-progress increased.	1	2	3	4	5	6	NA
18.	Paid subcontractors/suppliers in a timely manner.	1	2	3	4	5	6	NA
19.	Provided accurate and complete cost proposals including all aspects of work required for each contract change.	1	2	3	4	5	6	NA
20.	Cooperated with Government personnel after award.	1	2	3	4	5	6	NA
21.	Was the contractor ever issued a cure or show cause notice under the referenced contract? If yes, explain outcome in "remarks."						YES	NO
22.	Would you award another contract to this contractor? If not, explain in "remarks."						YES	NO
23.	OVERALL EVALUATION OF CONTRACTOR'S PERFORMANCE.	1	2	3	4	5	6	

INDEFINITE DELIVERY TYPE CONTRACTS FOR CONTINGENCY
CONTRACTING INITIATIVE (CCI) TEMPORARY ROOF REPAIRS
SUPPORTING USACE/FEMA/DISASTER RESPONSE

W9127B-06-R-0007

PERFORMANCE SURVEY FORM

Remarks: Ceres Performance was "Very Good." Their
Field Management was constantly involved in the
operation & Coordinated their work with the USACE
on a daily basis. There were no serious Quality
Control issues and those that surfaced were
corrected quickly. They maintained an accurate
data base system and their request for payments
were submitted well organized & on a timely
basis. They surfaced accountability issues &
were involved in seeking solution of those
issues. I would award another contract
to them without reservations.

J. W. G.
Resident Engineer
Miami RFO Wilma

END OF SECTION



COUNTY of ISLE OF WIGHT

THE COURT HOUSE

February 11, 2004

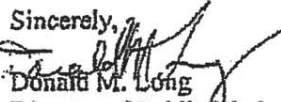
RE: Letter of Recommendation for CERES Environmental Services, Inc.

To Whom It May Concern:

CERES Environmental is the County's contractor for the removal of storm debris from Hurricane Isabel. Through this very trying and difficult period CERES has given us exemplary service. They have been responsive to the needs that are unique to our County, they have advised us of FEMA regulations, they have made suggestions to save the County money and most importantly they conducted their business in a professional manner.

I have been most impressed by their thoroughness and flexibility. As one may well expect, during such a disaster as this hurricane, plans often go down the drain. They have in many instances put planned duties aside to respond to emergency requests without sacrificing the overall goal.

I have especially enjoyed the working relationship we have had with Ken Brown, Project Superintendent and David Preus, Project Manager. I wholeheartedly recommend CERES for any job large or small. Should the need arise I would not hesitate to hire them again.

Sincerely,

 Donald M. Long
 Director of Public Works

P.O. BOX 80 • ISLE OF WIGHT • VIRGINIA 23397 • (757) 357-3191 • www.co.isle-of-wight.va.us

Marvin A. Crocker, Jr., Mayor

Council Members
 William L. Jones - Vice Mayor
 H. Cecil Eley, Jr.
 Carolyn H. Griffin
 Kenneth N. Johnson
 James P. O'Briant, III
 Victor L. Walker

TOWN OF WINDSOR

8 East Windsor Boulevard
 Post Office Box 307
 Windsor, Virginia 23487

Established 1902

Town Manager
 Kurt A. Falkenstein

Town Clerk/Treasurer
 Patricia M. Mann

Town Attorney
 Joshua Pretlow, Jr.

January 5, 2004

Ceres Environmental Services
 3825 85th Avenue North
 Brooklyn Park, Minnesota 55443

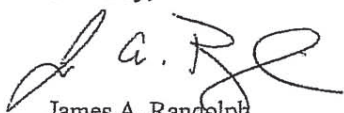
Dear Ceres Environmental:

Please allow this letter to express our appreciation for your conscientious service in assisting the Town of Windsor, Virginia with debris removal from Hurricane Isabel. We were very fortunate to have Mr. Ken Brown and Mrs. Terry Brown of your organization assist us in this endeavor. While coping with this monumental task, we found Ken and Terry to be professional, courteous, and prompt.

While many out of state contractors used this opportunity to take advantage of the situation, your organization rose above the rest with superior customer service provided by the Brown's. Their commitment to progress and reliability helped make the best of a difficult task. The integrity and character of your organization can only benefit with employees such as these.

Once again, I would like to thank Ceres Environmental for your effort and attention to detail and would certainly offer a favorable recommendation to all those interested in your services.

Sincerely,



James A. Randolph
 Assistant to the Town Manager

TOWN OF SMITHFIELD

"The Ham Capital of the World"

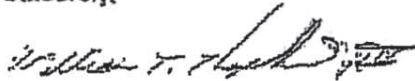
To Whom It May Concern:

This letter is to strongly recommend Ceres Environmental Services, Inc. as a government contractor.

Hurricane Isabel created much devastation in the Town of Smithfield in September 2003. Ceres Environmental Services, Inc. was contracted by the town to clean its streets and sewer rights of way and handle the debris cleanup. The company met its performance deadlines and operated without injuries. The company's on-site management was highly responsive to the Town's concerns and its workers were courteous to the public.

If you have any questions, feel free to contact me at (757) 385-4200.

Sincerely,



William T. Hopkins, III CZO
Director of Planning Engineering & Public Works

INDEFINITE DELIVERY TYPE CONTRACTS FOR CONTINGENCY
CONTRACTING INITIATIVE (CCT) TEMPORARY ROOF REPAIRS
SUPPORTING USACE/FEMA/DISASTER RESPONSE

W91276-06-R-0007

PERFORMANCE SURVEY FORM

A. **GENERAL INFORMATION:** Offeror must submit Survey Forms, fully completed by the project owners, and Company Specialized Experience forms with their initial offers.

Contractor's Name: Ceres Environmental
Address: 3825 85th Avenue N. Telephone Number: (463) 475-8822
Brooklyn Park, MN 55443 Point of Contact: David Prens
Town of Smithfield Steve Johnston

Contractor Performed as the ☐ Prime Contractor, the ☒ Sub-Contractor.

B. **RESPONDENT INFORMATION:**

Name of Respondent: William T. Hopkins, III Title: Dir. of Plan. Eng. & Public Works
Address: 302 Main St. Telephone Number: (757) 365-4200
Smithfield, VA 23431 Fax Number: (757) 367-9883

C. **PERFORMANCE INFORMATION:** Choose the number on the scale of 1 to 6 that most accurately describes the contractor's performance or situation.

1	2	3	4	5	6
Unsatisfactory	Marginal	None	Satisfactory	Very Good	Exceptional
Performance did not meet most contractual requirements. There were serious problems and the contractor's corrective actions were ineffective.	Performance did not meet some contractual requirements. There were problems, some of a serious nature, for which corrective action was only marginally effective.	No record of past performance or the record is inconclusive.	Performance met contract requirements. There were some minor problems and corrective actions taken by the contractor were satisfactory.	Performance met all contract requirements and exceeded some to the government's benefit. There were a few minor problems which the contractor resolved in a timely, effective manner.	Performance met all contract requirements and exceeded many to the government's benefit. Problems, if any, were negligible and were resolved in a timely, highly effective manner.

INDEFINITE DELIVERY TYPE CONTRACTS FOR CONTINGENCY
CONTRACTING INITIATIVE (CCI) TEMPORARY ROOF REPAIRS
SUPPORTING USACE/FEMA/DISASTER RESPONSE IN FL, GA,
NC, SC, MS, LA, TX, AND AL.

W91278-06-R-0007

PERFORMANCE SURVEY FORM

The contractor:		1	2	3	4	5	6	
1.	Provided experienced managers and supervisors with the technical and administrative abilities needed to meet contract requirements.						✓	NA
2.	Demonstrated ability to hire, maintain, and replace, if necessary, qualified personnel during the contract period.					✓		NA
3.	Delegated authority to project managers and supervisors commensurate with contract requirements.						✓	NA
4.	Home office participated in solving significant local problems.						✓	NA
5.	Followed approved quality control plan and conformed to contract specifications.						✓	NA
6.	Provided effective quality control and/or inspection procedures to meet contract requirements.					✓		NA
7.	Corrected deficiencies in timely manner and pursuant to their quality control procedures.						✓	NA
8.	Provided timely resolution of contract discrepancies.						✓	NA
9.	Identified risks/problems as they occurred.							✓
10.	Suggested alternative approaches to problems.					✓		NA
11.	Displayed initiative to solve problems.						✓	NA
12.	Developed realistic progress schedules.					✓		NA
13.	Met established project schedules.					✓		NA
14.	Provided timely resolution of warranty defects.						✓	NA
15.	Was responsive to contract changes.						✓	NA
16.	Provided adequate project supervision.						✓	NA
17.	Obtained consent of surety for increases in bonding as work-in-progress increased.					✓		NA
18.	Paid subcontractors/suppliers in a timely manner.					✓		NA
19.	Provided accurate and complete cost proposals including all aspects of work required for each contract change.						✓	NA
20.	Cooperated with Government personnel after award.						✓	NA
21.	Was the contractor ever issued a cure or show cause notice under the referenced contract? If yes, explain outcome in "remarks."						YES	NO
22.	Would you award another contract to this contractor? If not, explain in "remarks."						YES	NO
23.	OVERALL EVALUATION OF CONTRACTOR'S PERFORMANCE.	1	2	3	4	5	6	

INDEFINITE DELIVERY TYPE CONTRACTS FOR CONTINGENT
CONTRACTING INITIATIVE (CCI) TEMPORARY ROOF REPAIRS
SUPPORTING USACE/FEMA/DISASTER RESPONSE

W91276-06-R-0007

PERFORMANCE SURVEY FORM

Remarks: *We were very pleased with the work they performed after Isabel hit the Town of Smithfield. I also contacted Ceres Environmental approximately a year after they completed the work and found them to answer all the questions I had for them and to provide all of the necessary information in a reasonable amount of time.*

END OF SECTION

INDEFINITE DELIVERY TYPE CONTRACTS FOR CONTINGENCY
CONTRACTING INITIATIVE (CCI) TEMPORARY ROOF REPAIRS
SUPPORTING DEACE/FEMA/DISASTER RESPONSE

W91278-06-R-0007

PERFORMANCE SURVEY FORM

A. **GENERAL INFORMATION:** Offeror must submit Survey Forms, fully completed by the project owners, and Company Specialized Experience forms with their initial offers.

Contractor's Name: Ceres Environmental

Address: 3825 85th Ave. N Brooklyn Park Telephone Number: (763) 425-8822
Point of Contact: David A. Hells

Name/Location of Project: Kansas City 2002 Ice Storm

Contractor Performed as the ☒ Prime Contractor, the ☐ Sub-Contractor.

B. **RESPONDENT INFORMATION:**

Name of Respondent: Mark McHenry Title: Director
Address: Kansas City MO Parks and Rec Telephone Number: (816) 513-7523
4600 E 63rd St Fax Number: (816) 513-7533
Kansas City MO 64130

C. **PERFORMANCE INFORMATION:** Choose the number on the scale of 1 to 6 that most accurately describes the contractor's performance or situation.

1	2	3	4	5	6
Unsatisfactory	Marginal	None	Satisfactory	Very Good	Exceptional
Performance did not meet most contractual requirements. There were serious problems and the contractor's corrective actions were ineffective.	Performance did not meet some contractual requirements. There were problems, some of a serious nature, for which corrective action was only marginally effective.	No record of past performance or the record is inconclusive.	Performance met contract requirements. There were some minor problems and corrective actions taken by the contractor were satisfactory.	Performance met all contract requirements and exceeded some to the government's benefit. There were a few minor problems which the contractor resolved in a timely, effective manner.	Performance met all contract requirements and exceeded many to the government's benefit. Problems, if any, were negligible and were resolved in a timely, highly effective manner.

INDEFINITE DELIVERY TYPE CONTRACTS FOR CONTINGENCY
CONTRACTING INITIATIVE (CCI) TEMPORARY ROOF REPAIRS
SUPPORTING USACE/FEMA/DISASTER RESPONSE IN FL, GA,
NC, SC, MS, LA, TX, AND AL.

W91278-06-R-0007

PERFORMANCE SURVEY FORM

The contractor:		1	2	3	4	5	6	NA
1.	Provided experienced managers and supervisors with the technical and administrative abilities needed to meet contract requirements.	1	2	3	4	5	6	NA
2.	Demonstrated ability to hire, maintain, and replace, if necessary, qualified personnel during the contract period.	1	2	3	4	5	6	NA
3.	Delegated authority to project managers and supervisors commensurate with contract requirements.	1	2	3	4	5	6	NA
4.	Home office participated in solving significant local problems.	1	2	3	4	5	6	NA
5.	Followed approved quality control plan and conformed to contract specifications.	1	2	3	4	5	6	NA
6.	Provided effective quality control and/or inspection procedures to meet contract requirements.	1	2	3	4	5	6	NA
7.	Corrected deficiencies in timely manner and pursuant to their quality control procedures.	1	2	3	4	5	6	NA
8.	Provided timely resolution of contract discrepancies.	1	2	3	4	5	6	NA
9.	Identified risks/problems as they occurred.	1	2	3	4	5	6	NA
10.	Suggested alternative approaches to problems.	1	2	3	4	5	6	NA
11.	Displayed initiative to solve problems.	1	2	3	4	5	6	NA
12.	Developed realistic progress schedules.	1	2	3	4	5	6	NA
13.	Met established project schedules.	1	2	3	4	5	6	NA
14.	Provided timely resolution of warranty defects.	1	2	3	4	5	6	NA
15.	Was responsive to contract changes.	1	2	3	4	5	6	NA
16.	Provided adequate project supervision.	1	2	3	4	5	6	NA
17.	Obtained consent of surety for increases in bonding as work-in-progress increased.	1	2	3	4	5	6	NA
18.	Paid subcontractors/suppliers in a timely manner.	1	2	3	4	5	6	NA
19.	Provided accurate and complete cost proposals including all aspects of work required for each contract change.	1	2	3	4	5	6	NA
20.	Cooperated with Government personnel after award.	1	2	3	4	5	6	NA
21.	Was the contractor ever issued a cure or show cause notice under the referenced contract? If yes, explain outcome in "remarks."						YES	NO
22.	Would you award another contract to this contractor? If not, explain in "remarks."						YES	NO
23.	OVERALL EVALUATION OF CONTRACTOR'S PERFORMANCE.	1	2	3	4	5	6	

INDEFINITE DELIVERY TYPE CONTRACTS FOR CONTINGENCY
CONTRACTING INITIATIVE (CCI) TEMPORARY ROOF REPAIRS
SUPPORTING USACE/FEMA/DISASTER RESPONSE

W91278-06-R-0007

PERFORMANCE SURVEY FORM

A. GENERAL INFORMATION: Offeror must submit Survey Forms, fully completed by the project owners, and Company Specialized Experience forms with their initial offers.

Contractor's Name: Ceres Environmental
Address: 3825 85th Ave. N Telephone Number: 763-425-8822
St. 101 Point of Contact: _____
Brooklyn Park MN 55443
Name/Location of Project: Storm Debris cleanup Hwy Highways

Contractor Performed as the ☒ Prime Contractor, the ☐ Sub-Contractor.

B. RESPONDENT INFORMATION:

Name of Respondent: Tim W. S. S. Title: Road Supervisor
Address: 2241 Flamingboro Rd. Telephone Number: 606-784-4492
Morrisville Ky 40381 Fax Number: 606-784-2562

C. PERFORMANCE INFORMATION: Choose the number on the scale of 1 to 6 that most accurately describes the contractor's performance or situation.

1	2	3	4	5	6
Unsatisfactory	Marginal	None	Satisfactory	Very Good	Exceptional
Performance did not meet most contractual requirements. There were serious problems and the contractor's corrective actions were ineffective.	Performance did not meet some contractual requirements. There were problems, some of a serious nature, for which corrective action was only marginally effective.	No record of past performance or the record is inconclusive.	Performance met contract requirements. There were some minor problems and corrective actions taken by the contractor were satisfactory.	Performance met all contract requirements and exceeded some to the government's benefit. There were a few minor problems which the contractor resolved in a timely, effective manner.	Performance met all contract requirements and exceeded many to the government's benefit. Problems, if any, were negligible and were resolved in a timely, highly effective manner.

INDEFINITE DELIVERY TYPE CONTRACTS FOR CONTINGENCY
CONTRACTING INITIATIVE (CCI) TEMPORARY ROOF REPAIRS
SUPPORTING USACE/FEMA/DISASTER RESPONSE IN FL, GA,
NC, SC, MS, LA, TX, AND AL.

W91278-06-R-0007

PERFORMANCE SURVEY FORM

The contractor:		1	2	3	4	5	6	
1.	Provided experienced managers and supervisors with the technical and administrative abilities needed to meet contract requirements.	1	2	3	4	5	6	NA
2.	Demonstrated ability to hire, maintain, and replace, if necessary, qualified personnel during the contract period.	1	2	3	4	5	6	NA
3.	Delegated authority to project managers and supervisors commensurate with contract requirements.	1	2	3	4	5	6	NA
4.	Home office participated in solving significant local problems.	1	2	3	4	5	6	NA
5.	Followed approved quality control plan and conformed to contract specifications.	1	2	3	4	5	6	NA
6.	Provided effective quality control and/or inspection procedures to meet contract requirements.	1	2	3	4	5	6	NA
7.	Corrected deficiencies in timely manner and pursuant to their quality control procedures.	1	2	3	4	5	6	NA
8.	Provided timely resolution of contract discrepancies.	1	2	3	4	5	6	NA
9.	Identified risks/problems as they occurred.	1	2	3	4	5	6	NA
10.	Suggested alternative approaches to problems.	1	2	3	4	5	6	NA
11.	Displayed initiative to solve problems.	1	2	3	4	5	6	NA
12.	Developed realistic progress schedules.	1	2	3	4	5	6	NA
13.	Met established project schedules.	1	2	3	4	5	6	NA
14.	Provided timely resolution of warranty defects.	1	2	3	4	5	6	NA
15.	Was responsive to contract changes.	1	2	3	4	5	6	NA
16.	Provided adequate project supervision.	1	2	3	4	5	6	NA
17.	Obtained consent of surety for increases in bonding as work-in-progress increased.	1	2	3	4	5	6	NA
18.	Paid subcontractors/suppliers in a timely manner.	1	2	3	4	5	6	NA
19.	Provided accurate and complete cost proposals including all aspects of work required for each contract change.	1	2	3	4	5	6	NA
20.	Cooperated with Government personnel after award.	1	2	3	4	5	6	NA
21.	Was the contractor ever issued a cure or show cause notice under the referenced contract? If yes, explain outcome in "remarks."	YES						NO
22.	Would you award another contract to this contractor? If not, explain in "remarks."	YES						NO
23.	OVERALL EVALUATION OF CONTRACTOR'S PERFORMANCE.	1	2	3	4	5	6	

INDEFINITE DELIVERY TYPE CONTRACTS FOR CONTINGENCY
CONTRACTING INITIATIVE (CCI) TEMPORARY ROOF REPAIRS
SUPPORTING USACE/FEMA/DISASTER RESPONSE

W91278-06-R-0007

PERFORMANCE SURVEY FORM

Remarks: Selected good sub-contractors, very willing
to work with State and local supervisors.
Work was completed in a timely manner.
Would Recommend Highly

1. m. Shivers

END OF SECTION

INTERIM DELIVERY TYPE CONTRACTS FOR CONTINGENCY
CONTRACTING INITIATIVE (CCI) TEMPORARY ROOF REPAIRS
SUPPORTING CRACK/FLOOD/DISASTER RESPONSE

W91E76-06-R-0007

PERFORMANCE SURVEY FORM

A. GENERAL INFORMATION: Offeror must submit Survey Forms, fully completed by the project owners, and Company Specialized Experience forms with their initial offers.

Contractor's Name: CCRS Environmental

Address: 600 Lake Park, NW 35403 Telephone Number: 753 425-8422
Point of Contact: _____

Name/Location of Project: Abbot, Oklahoma Trace
Clean-up

Contractor Performed as the ☒ Prime Contractor, the ☐ Sub-Contractor.

B. RESPONDENT INFORMATION:

Name of Respondent: Geoff Brown Title: City Manager

Address: 111 E. 3rd Telephone Number: 800-726-4203
Abbot, OK 73601 Fax Number: 280-726-8060

C. PERFORMANCE INFORMATION: Choose the number on the scale of 1 to 6 that most accurately describes the contractor's performance or situation.

1	2	3	4	5	6
Unsatisfac- tory	Marginal	None	Satisfactory	Very Good	Exceptional
Performance did not meet most contractual requirements. There were serious problems and the contractor's corrective actions were ineffective.	Performance did not meet some contractual requirements. There were problems, some of a serious nature, for which corrective action was only marginally effective.	No record of past performance or the record is inconclusive.	Performance met contract requirements. There were some minor problems and corrective actions taken by the contractor were satisfactory.	Performance met all contract requirements and exceeded some to the government's benefit. There were a few minor problems which the contractor resolved in a timely, effective manner.	Performance met all contract requirements and exceeded many to the government's benefit. Problems, if any, were negligible and were resolved in a timely, highly effective manner.

INSTANTANEOUS DELIVERY TYPE CONTRACTS FOR CONTINGENCY
CONTRACTING INITIATIVE (CMI) TEMPORARY WORK REPAIRS
SUPPORTING DRAHI/FEMA/DEASTER RESPONSE IN IL, IN,
ND, SC, ME, LA, TX, AND AL.

W91275-06-R-0007

PERFORMANCE SURVEY FORM

The contractor:		1	2	3	4	5	6	
1.	Provided experienced managers and supervisors with the technical and administrative abilities needed to meet contract requirements.	1	2	3	4	5	6	NA
2.	Demonstrated ability to hire, maintain, and replace, if necessary, qualified personnel during the contract period.	1	2	3	4	5	6	NA
3.	Delegated authority to project managers and supervisors commensurate with contract requirements.	1	2	3	4	5	6	NA
4.	Home office participated in solving significant local problems.	1	2	3	4	5	6	NA
5.	Followed approved quality control plan and conformed to contract specifications.	1	2	3	4	5	6	NA
6.	Provided effective quality control and/or inspection procedures to meet contract requirements.	1	2	3	4	5	6	NA
7.	Corrected deficiencies in timely manner and pursuant to their quality control procedures.	1	2	3	4	5	6	NA
8.	Provided timely resolution of contract discrepancies.	1	2	3	4	5	6	NA
9.	Identified risks/problems as they occurred.	1	2	3	4	5	6	NA
10.	Suggested alternative approaches to problems.	1	2	3	4	5	6	NA
11.	Displayed initiative to solve problems.	1	2	3	4	5	6	NA
12.	Developed realistic progress schedules.	1	2	3	4	5	6	NA
13.	Met established project schedules.	1	2	3	4	5	6	NA
14.	Provided timely resolution of warranty defects.	1	2	3	4	5	6	NA
15.	Was responsive to contract changes.	1	2	3	4	5	6	NA
16.	Provided adequate project supervision.	1	2	3	4	5	6	NA
17.	Obtained consent of surety for increases in bonding as work-in-progress increased.	1	2	3	4	5	6	NA
18.	Paid subcontractors/suppliers in a timely manner.	1	2	3	4	5	6	NA
19.	Provided accurate and complete cost proposals including all aspects of work required for each contract change.	1	2	3	4	5	6	NA
20.	Cooperated with Government personnel after award.	1	2	3	4	5	6	NA
21.	Has the contractor ever issued a sure or show cause notice under the referenced contract? If yes, explain outcome in "remarks."	YES						NO
22.	Would you award another contract to this contractor? If not, explain in "remarks."	YES						NO
23.	OVERALL EVALUATION OF CONTRACTOR'S PERFORMANCE.	1	2	3	4	5	6	

IMMEDIATE DELIVERY TYPE CONTRACTS FOR CONTINGENCY
 CONTRACTING INITIATIVE (CMI) TEMPORARY ROOF REPAIRS
 SUPPORTING USACE/EMSA/DISASTER RESPONSE

WSJ278-06-A-0007

PERFORMANCE SURVEY FORM

Remarks:

Then folks did an outstanding
 job in these communities -

In a City, I know we needed all
 the experienced we could get and they
 provided it

[Signature]

END OF SECTION

City of Atlanta



2-27-01

DAVID FREUS
CERES ENVIRONMENTAL
3825 85TH AVE. NORTH
BROOKLYN PARK, MN 55443

I WOULD LIKE TO TAKE THIS OPPORTUNITY TO SAY THAT THE CITY OF ATLANTA WAS VERY PLEASED WITH THE SERVICE THAT WE RECEIVED FROM YOUR COMPANY. THE WORK WAS DONE VERY EFFICIENTLY AND COMPLETED AHEAD OF SCHEDULE. THE EMPLOYEES OF CERES HANDLED EACH PROBLEM & SITUATION IN A TIMELY MANNER. I WOULD HIGHLY RECOMMEND YOUR COMPANY TO OTHERS IN NEED OF YOUR SERVICES.

SINCERELY,

MIKE AHRENS
CITY MANAGER

AH/jn

P.O. Box 669 • 310 N. Louise Street
Atlanta, Texas 75551-0669
email: ATLANTATEX@AOL.COM

(903) 796-2192
FAX (903)-796-5833

Beavers Bend Resort Park



Lakeview Lodge
Angie Ross, Lodge Manager

PARKS, RESORTS & GOLF

Cedar Creek Golf Course
Ron Locke, PGA Pro

Terry Walker
Resort Park Manager

May 22, 2001

To Whom It May Concern:

Carl Long, subcontractor of CERES Environmental Inc., performed tree trimming and tree removal in Beavers Bend Resort as a result of the ice storm which occurred in December of 2000. His work was professional and of an outstanding quality. He was willing to coordinate his work efforts in conjunction with the park operations and park guests. His willingness to work long hours and complete the job in a timely manner was very commendable. He and his work crew were personable and able to get along with the park maintenance staff. Based upon his job performance and quality, I would highly recommend him for similar work, both private and commercial, in the future.

Respectfully,

Jim Miller, Park Manager
Beavers Bend Resort Park

P.O. Box 10 • Broken Bow, Oklahoma 74721-5528
Resort Park Telephone 580-494-6300 • Lodge 1-800-435-5514 • Resort Park Fax 580-494-6689
Golf Course Telephone 580-494-6456 • Golf Course Fax 580-494-6660





DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
P. O. BOX 4970
JACKSONVILLE, FLORIDA 32232-0019



APR 28 1999

REPLY TO
ATTENTION OF

Construction-Operations Division
Contract Administrative Section

Ceres Environmental Services
3825 85th Avenue
Brooklyn Park, MN 55443

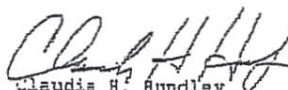
Gentlemen:

Reference your Contract No. DACW17-98-D-0012, Hurricane George - Temporary Roofing Mission, Task Order Number 0001, Zones 3, and 7; Task Order Number 0002, Zones 1, 6, and 7; Task Order Number 0003, Zone 7; Task Order Number 0004, Zone 6; Task Order Number 0005, Zone 3; Task Order Number 0009, Zone 3; Task Order Number 0010, Zone 6; and Task Order Number 0011, Zone 6, Puerto Rico:

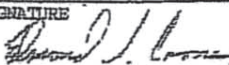
Based on your performance on the subject contract, Mr. Jose M. Rosado, Area Engineer, has recommended an overall above average rating. I fully concur with his evaluation.

Thank you for a job well done. I encourage your continued participation on future U.S. Army Corps of Engineers projects. Enclosed are copies of the performance evaluations for your files.

Sincerely,


Claudia H. Hundley
Contracting Officer

Enclosures

PERFORMANCE EVALUATION (CONSTRUCTION)		D.O.: 0001 EVAL: 0001 SIC: 1629	1. CONTRACT NUMBER N68711-99-D-6609 2. DUNS NUMBER 060615285
IMPORTANT: Be sure to complete Part III - Evaluation of Performance Elements on reverse			
PART I - GENERAL CONTRACT DATA			
3. TYPE OF EVALUATION (X one) INTERIM (List percentage <u>100%</u>) ☒ FINAL ☐		4. TERMINATED FOR DEFAULT ☐ ANSIED ☐	
5. CONTRACTOR (Name, Address, and Zip Code) CERES ENVIRONMENTAL SERVICES, INC. 3825 - 85TH AVENUE NORTH BROOKLYN PARK MN 55443		6.a. PROCUREMENT METHOD (X one) ☒ SEALED BID ☐ NEGOTIATED 6.b. TYPE OF CONTRACT (X one) ☐ FIRM FIXED PRICE ☐ COST REIMBURSEMENT ☒ (OTHER) (Specify) MRC IQ	
7. DESCRIPTION AND LOCATION OF WORK MAC DEMOLITION CONTRACT Demolition of Bldg 311 3rd and D St, NAF El Centro 92243			
8. TYPE AND PERCENT OF SUBCONTRACTING Quality Control Management - .03% Lead & Asbestos Abatement - 33% Trucking of Construction Debris - .05% Electrical - .01%			
9. FISCAL DATA	a. AMOUNT OF BASIC CONTRACT \$ 389,522.00	b. TOTAL AMOUNT OF MODIFICATIONS \$ 0.00	c. LIQUIDATED DAMAGES ASSESSED \$ 0.00
10. SIGNIFICANT DATES	a. DATE OF AWARD 01/31/00	b. ORIGINAL CONTRACT COMPLETION DATE 05/10/00	c. REVISED CONTRACT COMPLETION DATE 05/04/00
d. NET AMOUNT PAID CONTRACTOR \$ 0.00			
PART II - PERFORMANCE EVALUATION OF CONTRACTOR			
11. OVERALL RATING (X appropriate box) ☒ OUTSTANDING ☐ ABOVE AVERAGE ☐ SATISFACTORY ☐ MARGINAL ☐ UNSATISFACTORY (Explain in Item 20 on reverse)			
12. EVALUATED BY			
a. ORGANIZATION (Name and Address (Include Zip Code)) ROICC EL CENTRO		b. TELEPHONE NUMBER (Include Area Code) Commercial: (760) 339-2469 Autumn: 958-8468	
c. NAME AND TITLE E. S. COONEY Engineering Technician		d. SIGNATURE 	e. DATE 08/31/00
13. EVALUATION REVIEWED BY			
a. ORGANIZATION (Name and Address (Include Zip Code)) ROICC EL CENTRO		b. TELEPHONE NUMBER (Include Area Code) Commercial: (760) 339-2428 Autumn: 958-8428	
c. NAME AND TITLE P. K. KEISER Lt. CEC, USN, DROICC		d. SIGNATURE 	e. DATE 08/31/00

PART III - EVALUATION OF PERFORMANCE ELEMENTS												
N/A = NOT APPLICABLE D = OUTSTANDING A = ABOVE AVERAGE S = SATISFACTORY M = MARGINAL U = UNSATISFACTORY												
15. QUALITY CONTROL						16. EFFECTIVENESS OF MANAGEMENT						
a. QUALITY OF WORKMANSHIP						a. COOPERATION AND RESPONSIVENESS						
b. ADEQUACY OF THE QC PLAN						b. MANAGEMENT OF RESOURCES/ PERSONNEL						
c. IMPLEMENTATION OF THE QC PLAN						c. COORDINATION AND CONTROL OF SUBCONTRACTOR(S)						
d. QUALITY OF QC DOCUMENTATION						d. ADEQUACY OF SITE CLEAN-UP						
e. STORAGE OF MATERIALS						e. EFFECTIVENESS OF JOB-SITE SUPERVISOR						
f. ADEQUACY OF MATERIALS						f. COMPLIANCE WITH LAWS AND REGULATIONS						
g. ADEQUACY OF SUBMITTALS						g. PROFESSIONAL CONDUCT						
h. ADEQUACY OF QC TESTING						h. REVIEW/RESOLUTION OF SUBCONTRACTOR'S ISSUES						
i. ADEQUACY OF AS-BUILTS						i. IMPLEMENTATION OF SUBCONTRACTING PLAN						
j. USE OF SPECIFIED MATERIALS												
17. TIMELY PERFORMANCE						10. COMPLIANCE WITH LABOR STANDARDS						
a. ADEQUACY OF INITIAL PROGRESS						a. CORRECTION OF NOTED DEFICIENCIES						
b. ADHERENCE TO APPROVED SCHEDULE						b. PAYROLLS PROPERLY COMPLETED AND SUBMITTED						
c. RESOLUTION OF DELAYS						c. COMPLIANCE WITH LABOR LAWS AND REGULATIONS WITH SPECIFIC ATTENTION TO THE DAVIS-BACON ACT AND EEO REQUIREMENTS						
d. SUBMISSIONS OF REQUIRED DOCUMENTATION						19. COMPLIANCE WITH SAFETY STANDARDS						
e. COMPLETION OF MINICLIST ITEMS						e. ADEQUACY OF SAFETY PLAN						
f. SUBMISSION OF UPDATED AND REVISED PROGRESS SCHEDULES						f. IMPLEMENTATION OF SAFETY PLAN						
g. WARRANTY RESPONSE						g. CORRECTION OF NOTED DEFICIENCIES						
20. REMARKS (Explanation of unsatisfactory evaluation is required. Other comments are optional. Provide facts concerning specific events or actions to justify the evaluation. These data must be in sufficient detail to assist contracting officers in determining the contractor's responsibility. Continue on separate sheets, if needed.)												
Perhaps the finest contractor we've worked with. Everyone from the main office down to the one and only laborer was very professional, co-operative, efficient, expeditious, and really a great pleasure to deal with. Melissa McIntyre did an outstanding job as the Quality Control Manager. Her documentation of the work and events were exemplary and precisely of the type of Quality Control documentation required by the Naval Facilities Engineering Command.												

B.4 Financial Resources

Ceres Environmental Services, Inc. can provide performance and payment bonds from an 'A'-rated, treasury-listed carrier in amounts in excess of \$1,500,000,000 per project. With liquid working capital and additional credit lines in excess of \$200 million available, a lack of financial resources is never an obstacle for Ceres.

Ceres has an established, solid 25-year banking relationship with 1st Source Bank as well as other financial institutions. Financial concerns such as short-term cash flow are not obstacles for Ceres. The company is able to perform work with its own funds and the timing of payments from customers is a non-issue for the corporation. During Hurricanes Harvey, Irma, Maria and NorCal wildfires in 2017-18, Ceres carried \$98 million in open invoices with no work stoppages or delay in subcontractor payments. On the Hurricane Katrina Project, Ceres had up to \$140 million in open invoices to the USACE, without an interruption in work performance or delays in payments to the subcontractors

Bank of Record (Letter Attached):

1st Source
Art Bayley
Box 266
Oconomowoc, WI 53066
262-567-7057 telephone

Surety Company Contact (Letter Attached):

Ted Jorgensen
Liberty Mutual Insurance Company
150 S 5th Street, Ste. 2800
Minneapolis, MN 55402
612-349-2464 telephone

Insurance Company Information (Proof of Insurance Attached):

Rob Dahlin
Cobb Strecker Dunphy & Zimmermann
225 South Sixth Street, Ste. 1900
Minneapolis, MN 55402
612-349-2407 telephone

**Construction Equipment
Financing**

Box 266
Oconomowoc, WI 53066-0266
262 567-7057
262 567-7056 Fax

February 25, 2020

Ceres Environmental Services, Inc
3825 85th Ave North
Brooklyn Park, MN 55443

To Whom It May Concern:

Please be advised that Ceres Environmental Services has maintained an excellent account relationship with 1st Source Bank since 1994 and is a highly valued customer of the bank.

We maintain a \$50,000,000.00 operating line of credit, and an equipment line of \$15,000,000.00. We also have a 7 figure deposit account. These accounts are handled in a satisfactory manner

Sincerely,

A handwritten signature in dark ink, appearing to read "Art Bayley".

Art Bayley
Vice President



Liberty Mutual Surety

June 2, 2021

Re: Ceres Environmental Services, Inc. ("Ceres")
Contractor's Qualification Statement

To Whom It May Concern:

Ceres Environmental Services, Inc. is a highly regarded and valued client of Liberty Mutual Insurance Company ("Liberty Mutual"). Ceres has been a client of ours for over 30 years. They have completed projects up to \$453,000,000 for the USACE. Currently, we provide a bond program of \$1,500,000,000 per project. We are confident in their ability to perform.

Liberty Mutual is an A (Excellent) A.M. Best rated insurance company in Financial Size Category XV (\$2 Billion or greater).

Please note that the decision to issue performance and payment bonds is a matter between Ceres and Liberty Mutual, and will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds. If you have any questions or need any additional information, please do not hesitate to contact me at (612) 349-2464.

Sincerely,
Liberty Mutual Insurance Company

Ted Jorgensen
Attorney-in-Fact

Member of Liberty Mutual Group



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

9.G.g

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205072-190054**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian J. Oestreich; Colby D. White; Emily White; Jerome T. Ouimet; Joshua R. Loftis; Kurt C. Lundblad; Lin Ulven; Melinda C. Blodgett; Nathan Weaver; Nicole Stillings; R. C. Bowman; R. W. Frank; Rachel Thomas; Ross S. Squires; Sandra M. Engstrom; Ted Jorgensen; Tina L. Domask

all of the city of Minneapolis state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 22nd day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of June, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



CERTIFICATE OF LIABILITY INSURANCE

DATE (M/D/Y)
9/22/2020

9.G.g

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 CSDZ, LLC 225 South Sixth Street, Suite 1900 Minneapolis MN 55401		CONTACT NAME: Sarah Edwards PHONE (A/C, No, Ext): 612-349-2407 E-MAIL ADDRESS: sedwards@csdz.com FAX (A/C, No):	
INSURED Ceres Environmental Services Inc. 6968 Professional Parkway E Sarasota, FL 34240		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: Westchester Fire Insurance Company INSURER C: Indian Harbor Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 16535 10030 36940	

COVERAGES **CERTIFICATE NUMBER:** 439586294 **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 ☒ XCU ☒ Contr Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			GLO183855301	9/1/2020	9/1/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP184004601	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto Phy Damage \$50,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ \$0			G46808848004	9/1/2020	9/1/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC18355401	9/1/2020	9/1/2021	☒ 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
A C	Instl Fltr - Completed Value Prof Liab / Claims Made Contractors Pollution			CPP250784002 PEC0057444	9/1/2020 9/1/2020	9/1/2021 9/1/2021	Special Form Per Occ/Agg Limits: Retro date: 8/18/14 \$2,000,000 \$10,000,000 \$10,000,000

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

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the Insurance of the Additional Insured shall be Non-Contributory: Certificate Holder, Project Owner and Others as required by written contract.

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: Certificate Holder, Project Owner and Others as required by written contract.

See Attached...

CERTIFICATE HOLDER PROOF OF COVERAGE XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX	CANCELLATION 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
--	--

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY CSDZ, LLC		NAMED INSURED Ceres Environmental Services Inc. 6968 Professional Parkway E Sarasota, FL 34240
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The following supersedes the cancellation wording: Should any of the above described policies be cancelled before the expiration date, 30 Days written notice (10 Days for Non-Payment) will be delivered to the certificate holder.

C INVESTMENT APPROACH

C.1 Equipment Assets

Ceres Environmental Services, Inc. has access to more than 1,000 pieces of equipment through contract with its wholly owned subsidiary, Ceres Environmental, Inc. Substantially more additional equipment is available through our subcontractors. In our 2005 response for the USACE on Hurricane Katrina, Ceres provided more than 7,847 certified placarded vehicles and supporting loading equipment for an 11-parish region in Louisiana. Ceres-owned equipment augments our subcontractors' equipment and provides additional flexibility, direct management control, and higher levels of customer responsiveness and satisfaction.

Company equipment and personnel allow Ceres to respond to a disaster regardless of the immediate availability of subcontractors. Because of its extensive company-owned fleet, Ceres can send equipment and personnel to respond to a disaster regardless of the availability of subcontractors.

Following the 2017 storm season, Ceres purchased additional equipment, including self-loading knuckle boom trucks, additional grinders, excavators, and other support equipment. This allowed Ceres to continue to operate projects in the U.S. Virgin Islands and Puerto Rico and respond to Hurricane Florence and Hurricane Michael in 2018.

Much like recovery projects in 2016 and 2017, a large C&D event and a vegetative event occurred in 2018 in North and South Carolina. Subcontracted trucks left many projects in North Carolina, and other primes struggled to close out. Ceres applied the strategy used in 2017 and buoyed by the purchase of additional equipment. Ceres self-performed the closeout of many North Carolina and South Carolina projects.

Ceres employs support personnel to maintain owned and leased equipment. Support personnel include (but are not limited to) mechanic helpers, master mechanics, asset/logistics managers and clerical support. Our field support personnel are supplied with mobile service vehicles and parts storage containers that can be strategically located to maximize our effectiveness. In order to keep our fleet in the field we maintain operational records on all equipment leased or owned. Those records are part of an automated preventative maintenance system that includes service records, repair history, spare parts inventory, technical manuals and electronic document capture.

Category	Owned	Description
Light Truck	80	Pickup Trucks, ½ & ¾ Ton Size
Service Truck	14	Mechanic & Oiler Trucks
Self Loader Truck	13	Straight Trucks with Grapple Loader
Bucket Truck	9	Arbor Truck with Boom
Straight Truck	16	Flatbed, Dump & Roll Off Trucks
Sweeper Units	9	Open brush and Sweeper Vac units
Semi Tractor	50	Tandem & Tri Axle Tractors
Utility Trailer	19	Car Hauler & Service Trailers
Dump Trailer	18	Dump Trailers
Walking Floor Trailer	11	48' Self Unloading Debris Trailers
Tag Trailer	12	40K# Tag Along Trailer for Self Loader Support
Lowboy Trailer	5	Heavy Equipment Hauler Trailers
Debris Container	32	Assorted Roll Off Containers
ISO Storage Container	87	Portable Shipping/Storage Containers
Inspection Tower	2	Portable Traffic Inspection Tower
Portable Office	5	Portable Self Contained Office
Portable Berthing (R/V)	10	Assorted berthing to house and sleep crew
Wheel Loader	25	Assorted Wheel Loaders with Bucket and/or Grapple
Backhoe Loader	2	Wheel Backhoe Loaders
Skidsteer Loader	19	Assorted Wheel or Track Skidsteer Loaders
Swinger Loader	3	Swinger Loader with Bucket and/or Grapple
Telehandler	7	Assorted Sized with Forks, Grapple and Bucket
Hydraulic Excavator, Tracked	36	Assorted Tracked Excavators with Bucket and/or Grapple

Category	Owned	Description
Hydraulic Excavator, Wheel	2	Wheeled Excavator with Grapple, Breaker and Buckets
Hydraulic Amphibious Excavator	2	Pontoon Flotation Excavator with 50' Reach
Hydraulic Demolition Excavator	2	High Reach Demolition Units
Tracked Dozer	18	Assorted Dozers Straight Blade or 6 Way Blade
Self Propelled Sweeper	6	Wet/Dry Sweeper, 2 with Vacuum System
Tub Grinder	6	Assorted Sized Tub Grinder for Vegetative Reduction
Horizontal Grinder	13	2 Track Mounted and 5 Trailer Mounted Grinder
Crusher, Jaw Style	2	1 Track mounted crusher unit and 1 skid mounted
Portable Screening Machine	8	Assorted Screening Units for Soils and Aggregates, 2 on Tracks
Portable Material Density Separator	1	Water bath Unit for Separating Materials
Light Plant	22	Assorted 13 Lamp Light Plants, 2 with 20KW Generator
Air Curtain	7	Portable Air Curtain Incinerator Set
Water Pump	21	Portable Water Pumps Sizing from 3" – 12"
Generator Set	29	Assorted Generators Sizing from 6KW to 240KW
Assorted Attachments	384	Buckets, Grapples, Blades, Shears etc... for equipment support
Marine Skimmer Vessel	6	Work Vessel Outfitted for Harbor Cleaning of Debris and Contaminants
Marine Cleaning Equipment	1	Self-powered Beach Cleaner

We recognize that subcontractors are crucial to our ultimate success in a major event. Below is a sampling of important equipment available through subcontractors:

Type of Equipment	Quantity
Air Curtain Burner	585
Bucket Trucks	1,136
Concrete/Rock Crushers	54
Excavator	3,356
Knuckleboom-Prentice-Style-Self-Loader	5,219
Roll Off Trucks	3,955
Skid Steer	7,439
Skid Steer with/Grapple	9,001
Tractor-Trailer End Dump	11,872
Tractor-Trailer Live Bottom	4,078
Truck-Dump-Single Axle	7,973
Truck-Dump-Tandem Axle	15,358
WheelLoader-FrontEnd-4Yard	6,092

Following is a detailed list of Ceres' equipment assets.

Model Yr	Manufacturer	Model	Description	VINNumber	Car Type
2019	ACURA	MDX	SUV AWD, WHITE	5J8YD4H56KL014714	SUV
2019	NISSAN	VERSA	PASSENGER CAR	3N1CN7AP1KL844981	Car, Passenger
2019	NISSAN	VERSA	PASSENGER CAR	3N1CN7AP5KL857975	Car, Passenger
2019	NISSAN	VERSA	PASSENGER CAR	3N1CN7AP8KL861745	Car, Passenger
2009	CHEVROLET	HHR	SUV FWD, MAROON	3GNCA23B49S502848	SUV
2007	FORD	F150 LARIAT	TRUCK, PICKUP 4WD 1/2 TON	1FTPX14V57NA74453	Truck, Pickup (Light) <10K
2003	CHEVROLET	1500	TRUCK, SILVERADO 1500 HD 4X4 4DR	1GCGK13U73F191303	Truck, Pickup (Light) <10K
2012	FORD	F150 XLT CREW CAB	TRUCK, PICKUP 4WD CREW CAB	1FTFW1EF1CKE22024	Truck, Pickup (Light) <10K
2005	CHEVROLET	EXPRESS 3500	VAN, 12 PASSENGER GAS	1GAHG39U751194378	Van
2019	GMC	SIERRA 2500	PICKUP TRUCK	1GT12PEY0KF139518	Truck, Pickup (Light) <10K
2010	CHEVROLET	2500HD SILVERADO	TRUCK, PICKUP 4X4 EXT GAS	1GC4KXBG7AF138020	Truck, Pickup (Light) <10K
2011	CHEVROLET	2500HD SILVERADO	TRUCK, PICKUP 4X4 EXT DIESEL	1GC2KXC89BZ251613	Truck, Pickup (Light) <10K
2004	CHEVROLET	2500HD SILVERADO	TRUCK, PICKUP 4X4 EXT DIESEL	1GCHK29234E258650	Truck, Pickup (Light) <10K
2010	FORD	F150 XLT SUPERCAB	PICKUP 4WD W/ TOPPER	1FTEX1E80AFB05920	Truck, Pickup (Light) <10K
2004	FORD	F150 XLT SUPERCAB	PICKUP 4WD	1FTPW14504KA01667	Truck, Pickup (Light) <10K
2005	GMC	SIERRA 1500	PICKUP 4WD	2GTEK19B151258761	Truck, Pickup (Light) <10K
2010	FORD	F350	P/U 4X4 DIESEL 6.4L	1FTWX3BR7AEA50188	Truck, Pickup (Light) <10K
2010	FORD	F250 XLT	P/U 4X4 DIESEL 6.4L	1FTSW2BRXAEA86274	Truck, Pickup (Light) <10K
2007	FORD	F250 XL	P/U 4X4 GAS 5.4	1FTSX21557EB43999	Truck, Pickup (Light) <10K
2019	GMC	SIERRA 2500	PICKUP TRUCK	1GT12NEY7KF178093	Truck, Pickup (Light) <10K
2019	GMC	SIERRA 2500HD SLT	PICKUP TRUCK	1GT12REY0KF178296	Truck, Pickup (Light) <10K
2008	FORD	FUSION	4D PASSENGER CAR - GRAY	3FAHP08Z08R185976	Car, Passenger
2007	FORD	F150 XLT CREW CAB	PICKUP 2WD 1/2 TON TGU SALES	1FTPW12V27KC01120	Truck, Pickup (Light) <10K
2008	FORD	EXPLORER XLT	SUV 2WD TGU SALES	1FMEU63E68UA89948	SUV
2006	FORD	F250 LARIAT	P/U 4X4 DSL 6.0	1FTSX21P96EA80373	Truck, Pickup (Light) <10K
2009	FORD	ESCAPE XLT	SUV 4WD - BLACK (not roadworthy)	1FMCU93749KB09198	SUV
2010	FORD	ESCAPE XLT	SUV 4WD - GRAY w/ MN Mulch Wrap	1FMCU9D73AKD07516	SUV
1997	DODGE	2500	TRUCK, PICKUP EXT 4X4 DSL 6.0 (not roadworthy)	3B7KF23D6VM503649	Truck, Pickup (Light) <10K
2012	FORD	ESCAPE XLT	SUV 4WD - BLACK SPORT	1FMCU9D75CKB77712	SUV
2007	CHEVROLET	3500	TRUCK, SANDER 4WD DUAL REAR FLATBED	1GBJK34D77E157961	Truck, Sander
2000	FORD	F550	TRUCK 4X4 GAS WELD SERVICE	1FDAF57S3YEB37774	Truck, Service
2005	FORD	F550	TRUCK, DUMP 4X4 DSL 6.0 5YD	1FDAF57P35EC20869	Truck - Heavy
2005	FORD	F550	TRUCK, DUMP 4X4 DSL 6.0	1FDAX57P05ED08100	Truck - Heavy
2013	CHEVROLET	3500	TRUCK, SANDER 4WD DUAL REAR FLATBED	1GB3K0C84DF175822	Truck, Sander
2005	FORD	F350	SANDING TRUCK DIESEL 4X4	1FTWF31PX5EA35631	Truck, Sander
2009	FORD	F550	TRUCK, SERVICE 4X2 DSL 6.4	1FDAF56R39EA24181	Truck, Service
2011	FORD	F350	TRUCK, FLATBED SANDER, DUALY 4X4	1FTRF3D64BEC37909	Truck, Sander
2007	CHEVROLET	3500	TRUCK, SERVICE	1GBJC34D97E146392	Truck, Service
2013	CHEVROLET	3500	TRUCK, SERVICE	1GB3K0C80DF182959	Truck, Service
2008	CHEVROLET	2500 HD	TRUCK, PICKUP 4X4 EXT DIESEL	1GCHC29668E163585	Truck, Pickup (Light) <10K
2009	CHEVROLET	3500	TRUCK, SERVICE	1GBJK89609E100818	Truck, Service
2014	CHEVROLET	SILVERADO 2500HD	TRUCK, PICKUP, 3/4 Ton	1GC1KVC83EF127343	Truck, Pickup (Light) <10K
2015	FORD	F250 XLT	TRUCK, FLATBED 4WD GAS	1FTBF2B68FEC24360	Truck, Pickup (Light) <10K
2008	CHEVROLET	C5500	TRUCK, MECHANIC, 4X4 CREW CAB	1GBE5E3998F412400	Truck, Service
1989	FORD	F450	TRUCK, SERVICE W/ CRANE	2FDLF47M3KCA73513	Truck, Service
2000	KENWORTH	T300	TRUCK, LUBE	1NKMLD9X2YS842627	Truck, Service
2003	FORD	F650	TRUCK, MECHANIC W/ CRANE	3FDNF65H03MB02384	Truck, Service
2005	FORD	F550	TRUCK, SERVICE 4X4 DSL 6.0	1FDAX57P25ED08101	Truck, Service
2005	FORD	F550	TRUCK, DUMP BODY 4X4 DSL 6.0	1FDAX57P45ED08102	Truck - Heavy
1998	FORD	F150	TRUCK, PICKUP, NO LICENSE W/FUEL CELL	1FTRF1762WNA79995	Truck, Service
2004	CHEVROLET	3500	TRUCK, SERVICE	1GBJC34234E277733	Truck, Service
2000	GMC	K 1500	TRUCK, PICKUP WHITE	1GTEC19T2YZ364248	Truck, Pickup (Light) <10K
2006	FORD	F250 XL	TRUCK, PICKUP EXT 4X4 DSL 6.0	1FTSX21P66EA12029	Truck, Pickup (Light) <10K

Model Yr	Manufacturer	Model	Description	VINNumber	Car Type
2006	FORD	F250 XLT	TRUCK, PICKUP EXT 4X4 DSL 6.0	1FTSX21P86EA93289	Truck, Pickup (Light) <10K
2006	FORD	F250 XL	TRUCK, PICKUP EXT 4X4 DSL 6.0	1FTSX21P76EA46223	Truck, Pickup (Light) <10K
2006	FORD	F250	TRUCK, PICKUP EXT 4X4 DSL 6.0	1FTSX21P26EB08594	Truck, Pickup (Light) <10K
2010	CHEVROLET	SILVERADO 2500HD	TRUCK, PICKUP, EXT CAB, 8' BOX, GAS	1GC5KVBG9AZ222654	Truck, Pickup (Light) <10K
2014	FORD	F250 XL	TRUCK, PICKUP EXT 4X4 DSL 6.4	1FT7X2BT1EEA96227	Truck, Pickup (Light) <10K
2013	CHEVROLET	2500	TRUCK, PICKUP EXT 4X4 GASOLINE	1GT22ZCG0DZ241073	Truck, Pickup (Light) <10K
2006	FORD	F250	TRUCK, PICKUP EXT 4X4 DSL 6.0	1FTSX21P46EB21069	Truck, Pickup (Light) <10K
2006	FORD	F250	TRUCK, PICKUP EXT 4X4 DSL 6.0	1FTSX21P36EA23263	Truck, Pickup (Light) <10K
2006	FORD	F250	TRUCK, PICKUP EXT 4X4 DSL 6.0	1FTSX21P96EA23560	Truck, Pickup (Light) <10K
2006	FORD	F250	TRUCK, PICKUP EXT 4X4 DSL 6.0	1FTSX21P96EB32116	Truck, Pickup (Light) <10K
2008	FORD	F350 SUPERDUTY	TRUCK, PICKUP EXT 4X4 DSL 6.4	1FTWW31R58EB78492	Truck, Pickup (Light) <10K
2000	STERLING	LT 9500 ISM	TRUCK CONTAINER HOOK LIFT	2FZXKMCB9YAB61353	Truck, Straight
1994	FORD	LTLA 9000	TRACTOR, SEMI	1FDYA95XXRVA12243	Tractor - Semi
1999	STERLING	LT 9500	TRUCK, ROLLOFF	2FZXKMDBXXAA33409	Truck - Heavy
2003	STERLING	LT 9500	TRUCK, STRAIGHT 24' TILT BED	2FZHAZAS83AL89387	Truck, Straight
2006	INTERNATIONAL	5900I SFA 6X4	TRACTOR SEMI, LOWBOY	1HSXRAPR06J315907	Tractor - Semi
2019	INTERNATIONAL	7400	TRUCK, DUMP 14 YD BOX	3HAWGTAT2KL095565	Truck, Straight
2019	PETERBILT	389	TRACTOR SEMI, LOWBOY	1XPXP4ES8KD611105	Tractor - Semi
2020	PETERBILT	389	TRACTOR SEMI, LOWBOY	1XPXP4EX2LD648362	Tractor - Semi
2007	INTERNATIONAL	9400I SBA 6X4	TRACTOR SEMI DAY CAB	2HSCNAPR77C456189	Tractor - Semi
2007	INTERNATIONAL	9400I SBA 6X4	TRACTOR SEMI DAY CAB	2HSCNAPR57C456188	Tractor - Semi
2006	INTERNATIONAL	8600	TRACTOR SEMI DAY CAB	1HSHXSBRL6J297649	Tractor - Semi
2007	INTERNATIONAL	9400I SBA 6X4	TRACTOR SEMI DAY CAB	2HSCNSCR67C465476	Tractor - Semi
2018	INTERNATIONAL	7400	TRUCK, DUMP 14 YD BOX	3HAWGTAT0JL610299	Truck, Straight
2018	WESTERN STAR	4700	TRUCK, KNUCKLEBOOM 55 YD3	5KKHAXDV4JPJP0075	Truck - Self-Loader
2018	WESTERN STAR	4700	TRUCK, KNUCKLEBOOM 55 YD3	5KKHAXDV6JPJP0076	Truck - Self-Loader
2018	WESTERN STAR	4700	TRUCK, KNUCKLEBOOM 55 YD3	5KKHAXDV8JPJP0077	Truck - Self-Loader
2018	WESTERN STAR	4700	TRUCK, KNUCKLEBOOM 55 YD3	5KKHAXDVXJPJP0078	Truck - Self-Loader
2017	INTERNATIONAL	PROSTAR	TRACTOR SEMI W/ WET KIT AUTO TRANS	3HSDJAPR5HN743885	Tractor - Semi
2017	INTERNATIONAL	PROSTAR	TRACTOR SEMI W/ WET KIT AUTO TRANS	3HSDJAPR0HN743888	Tractor - Semi
2018	FREIGHTLINER	114SD	TRUCK, KNUCKLEBOOM 55 YD3	3ALMG3DV6JDJW1583	Truck - Self-Loader
2020	FREIGHTLINER	114SD	TRUCK, KNUCKLEBOOM 63 YD3	3ALHG3DV2LDMG6594	Truck - Self-Loader
2021	PETERBILT		TRUCK, SELF-LOADER		Truck - Self-Loader
1991	FREIGHTLINER	FLD12064ST	TRACTOR, SEMI	1FUYDXYB6MP506508	Tractor - Semi
1988	FREIGHTLINER	3-5TN	TRACTOR, SANDER	1FUYYSYB0JH320041	Truck, Sander
2006	INTERNATIONAL	7600	TRUCK, KNUCKLE BOOM	1HTWYAHT96J220623	Truck - Self-Loader
2006	INTERNATIONAL	7600	TRUCK, KNUCKLE BOOM	1HTWYAHT06J220624	Truck - Self-Loader
2006	INTERNATIONAL	7600	TRUCK, KNUCKLE BOOM	1HTWYAHT26J220625	Truck - Self-Loader
2006	INTERNATIONAL	7600	TRUCK, KNUCKLE BOOM	1HTWYAHT46J220626	Truck - Self-Loader
2006	INTERNATIONAL	7600	TRUCK, KNUCKLE BOOM	1HTWYAHT36J340241	Truck - Self-Loader
2006	INTERNATIONAL	7600	TRUCK, KNUCKLE BOOM	1HTWYAHT16J340240	Truck - Self-Loader
2006	INTERNATIONAL	7600	TRUCK, KNUCKLE BOOM	1HTWYAHT56J340239	Truck - Self-Loader
1958	FORD	F-600	FIRE TRUCK	F64D8P17302	Truck - Heavy
1989	WHITEGMC	COE	TRUCK, STRAIGHT	4V2ECDJF6KN610852	Truck, Straight
2005	INTERNATIONAL	4300	TRUCK, BUCKET	1HTMMAAN35H155059	Truck - Bucket
2009	INTERNATIONAL	4300	TRUCK, TYMCO 600 VAC	1HTJT SKN59H155760	Trailer - Heavy
2009	INTERNATIONAL	4300	TRUCK, TYMCO 600 VAC	1HTJT SKN59H155760	Truck - Sweeper
2008	INTERNATIONAL	4300	TRUCK, TYMCO 600 VAC	1HTJT SKN18J695730	Trailer - Heavy
2008	INTERNATIONAL	4300	TRUCK, TYMCO 600 VAC	1HTJT SKN18J695730	Truck - Sweeper
2003	INTERNATIONAL	4200	TRUCK TYMCO 600 SWEEP/VAC	1HTMPAFN03H591932	Trailer - Heavy
2003	INTERNATIONAL	4200	TRUCK TYMCO 600 SWEEP/VAC	1HTMPAFN03H591932	Truck - Sweeper
2002	INTERNATIONAL	4700	TRUCK TYMCO 600 SWEEP/VAC	1HTSCABN82H518637	Trailer - Heavy
2002	INTERNATIONAL	4700	TRUCK TYMCO 600 SWEEP/VAC	1HTSCABN82H518637	Truck - Sweeper

Model Yr	Manufacturer	Model	Description	VINNumber	Car Type
2007	INTERNATIONAL	7600	TRUCK HYDRO EXCAVATOR	1HTWYSBT77J396652	Truck - Heavy
2007	INTERNATIONAL	4300	TRUCK WATER 2000 GALLON	1HTMMAAN77H392740	Truck - Heavy
1996	FORD	L8000	TRUCK WATER 4000 GALLON	1FDZU82E1TVA17041	Truck, Straight
1986	KENWORTH	TRAC	TRUCK WATER	2XKWD29XX6M915871	Tractor - Semi
2007	INTERNATIONAL	9400I SBA 6X4	TRACTOR SEMI DAY CAB WB 181	2HSCNSBR17C433407	Tractor - Semi
2007	INTERNATIONAL	9400I SBA 6X4	TRACTOR SEMI DAY CAB WB 181	2HSCNSBR77C491523	Tractor - Semi
2007	INTERNATIONAL	9400I SBA 6X4	TRACTOR SEMI DAY CAB WB 181	2HSCNSBR97C491524	Tractor - Semi
2007	INTERNATIONAL	9400I SBA 6X4	TRACTOR SEMI DAY CAB WB 181	2HSCNSBR27C491526	Tractor - Semi
2007	INTERNATIONAL	9400I SBA 6X4	TRACTOR SEMI DAY CAB	2HSCNSBR07C465152	Tractor - Semi
2007	INTERNATIONAL	9400I SBA 6X4	TRACTOR SEMI DAY CAB	2HSCNSBR77C465150	Tractor - Semi
1998	VOLVO	A25C	TRUCK OFF ROAD	5350V70195	Off Road Truck
2001	CATERPILLAR	725	TRUCK OFF ROAD	AFX00110	Off Road Truck
2001	CATERPILLAR	725	TRUCK OFF ROAD	AFX00111	Off Road Truck
1988	OSHKOSH	M977	TRUCK HEMTT 8X8	10T2K1J20J1035539	Truck - Heavy
1990	BMV	M923A2	TRUCK 6X	1001AA427	Truck - Heavy
1991	BMV	M931A2	TRUCK 6X	3103859	Truck - Heavy
1992	BMV	M923A2	TRUCK 6X	23/07941	Truck - Heavy
	BMV	M923A2	TRUCK 6X - LUBE TRUCK	23/02434	Truck - Heavy
2011	TOPHAT TRAILER		TRAILER 7 X 16 12K GVW	4R7BU1623BT109228	Trailer, Light
2011	ERCOA	29 BTB	PONTOON BOAT TRAILER 29'	1E9UB2924BB122217 ERC15148F1	Trailer
2011	ERCOA	29 BTB	PONTOON BOAT TRAILER 29'	1E9UB2924BB122218 ERC15149F1	Trailer
2011	ERCOA	29 BTB	PONTOON BOAT TRAILER 29'	1E9UB2924BB122219 ERC15150F1	Trailer
2011	ERCOA	29 BTB	PONTOON BOAT TRAILER 29'	1E9UB2924BB122220 ERC15151F1	Trailer
2011	CARRY-ON TRAILER	5X10GW	GARDEN TRAILER	4YMUL1019BT013206	Trailer, Light
1994	EAST		LIVE FLOOR TRAILER	1E1U1Y283RRL15726	Trailer, Walking Floor
1995	EAST		LIVE FLOOR TRAILER - SCALE INST	1E1U1Y280SRA18714	Trailer, Walking Floor
1997	EAST		LIVE FLOOR TRAILER - SCALE INSTA	1E1U1Y284VRJ21670	Trailer, Walking Floor
1997	EAST		LIVE FLOOR TRAILER	1E1U1Y289VRG21505	Trailer, Walking Floor
2002	MAC		LIVE FLOOR TRAILER - SCALE INSTA	5MAMN48272C004606	Trailer, Walking Floor
2010	WOLVERINE TRAILER	20TACU	PONTOON LIFT TRAILER	5BXBB2423AJ029071	Trailer
2001	SPORT		TRAILER BOAT UNIT #581	1S9BS21211W542975	Trailer
2014			TRAILER 7 X 12	1C9US1224EM364030	Trailer, Light
2018	CW	6X12	TRAILER, CARGO 6 X 12	53FBE1220JF040334	Trailer, Light
1996	FONTAINE	504TICNGB	TRAILER 40T DGN LOWBOY	4LF4S6640T3504940	Trailer, Lowboy
1997	LOAD KING	FL 201	TRAILER AUXILIARY AXLE	1B4F1119V1121016	Trailer, Lowboy
2001	TARGET	20 X 83	TRAILER UTILITY 7000 GVW	1T9BC20241S669143	Trailer, Open Deck
2008	TARGET	TC16610-90E	TRAILER 7 X 16 12KGVW	17YBP16209B039959	Trailer, Carhauler
2008	MASTER TOW	80THDBS	CAR DOLLY	4DFTS10128N092998	Trailer, Carhauler
1999			TRAILER FOR BEACH CLEANER	1M9FS1829XS332613	Trailer, Open Deck
1994	DYNAWELD	SSL-10	TRAILER	19K42ABX5R1X31255	Trailer, Carhauler
1986	PEERLESS		TRAILER LIVE BOTTOM	1PLX04525GTB73850	Trailer, Walking Floor
1988	PATCO	FABREX	TRAILER LIVE BOTTOM	2A9SWP9A8JT053149	Trailer, Walking Floor
1997	CPS	TSV 45	TRAILER LIVE BOTTOM	4Z4515626VP000527	Trailer, Walking Floor
2002	EAST		TRAILER LIVE BOTTOM 48'	1E1U1Y2862RG31310	Trailer, Walking Floor
2002	EAST		TRAILER LIVE BOTTOM 48'	1E1U1Y2802RG31299	Trailer, Walking Floor
1990	LUFKIN		TRAILER FLAT BED 48'	1L01B4522L1088677	Trailer, Flat Deck
2004	CPS	TSD-34	TRAILER END DUMP TUB	5MC5155264P004450	Trailer, Dumping
1996	CPS	TSD-34	TRAILER END DUMP	1C9515530TP389117	Trailer, Dumping
1999	CPS	TSTD 32	TRAILER END DUMP TUB	4Z4515428XP001958	Trailer, Dumping
2008	ERCOA	29 BTB	PONTOON BOAT TRAILER 29'	1E9UB2920AB122214	Trailer
			CONTAINER 40FT	2924678	Container
			CONTAINER 40FT	2922572	Container
1996	KENTUCKY		TRAILER DROP DECK SHOP/ PARTS	1KKVE5128TL104975	Trailer, Flat Deck

Model Yr	Manufacturer	Model	Description	VINNumber	Car Type
1985	DAKOTA - TRAIL EZE	DN16R24	PUP TRAILER 40K GVW TAG U138	1DA12RJ79FP008094	Trailer, Tag
1982	GREAT DANE	191T 45	TRAILER STORAGE	1GRAH9023DB025302	Storage - Not Roadworthy
1983	GREAT DANE	191T 45	TRAILER STORAGE	1GRAH9023DB025301	Storage - Not Roadworthy
	GLEN		TRAILER STORAGE		Storage - Not Roadworthy
1969	STRICK		TRAILER STORAGE ONLY	120814	Storage - Not Roadworthy
6/17/2	MOBILE MINI		CONTAINER STORAGE 20 FT	WPJ101351	Container
1970	FRUEHAUF		TRAILER ALLIS	WEK132918	Trailer, Dumping
1986	FRUEHAUF	FPPX-FL1-28	TRAILER VAN 93/2577	1H2V02815GB009250	Storage - Not Roadworthy
1986	FRUEHAUF	28 FT	TRAILER VAN 93-2573	1H2V02813GB009246	Storage - Not Roadworthy
	FRUEHAUF	45 FT	TRAILER VAN	1H2V02815G009250	Storage - Not Roadworthy
	FRUEHAUF		TRAILER 40FT	MF-26458	Storage - Not Roadworthy
1994	DYNWELD	31278U-9	TRAILER 40K GVW	19K81AEX6R1X31278	Trailer, Tag
2005	AMERICAN TRAILER	40 TALT	TRAILER 40K	1A9HF302951572582	Trailer, Tag
2005	AMERICAN TRAILER	40 TALT	TRAILER FLATBED 50K GVW	1A9HF302051572583	Trailer, Tag
2005	AMERICAN TRAILER	40 TALT	TRAILER FLATBED 50K GVW	1A9HF302851572590	Trailer, Tag
2009	INTERSTATE	40DLA	TRAILER, TAG 40K (DAMAGED IN AL)	1JKDLAA4059M010069	Trailer, Tag
2009	INTERSTATE	40DLA	TRAILER 40K	1JKDLA4059M010072	Trailer, Tag
	SPACE MASTER	8 X 28	TRAILER BREAK ROOM	KO49419556	Trailer, Perm Structure Offic
1987	GELCO	12 X 60	TRAILER RECORDS STORAGE	703365CT	Trailer, Perm Structure Offic
2014	KEARNEY	GN8324LB	24' GOOSENECK DUAL AXLE	5LCLB2427E1033056	Trailer, Light
2014	KEARNEY	GN8324LB	24' GOOSENECK DUAL AXLE	5LCLB2425E1033489	Trailer, Light
2016	BIG TEX	14ET	TRAILER 20' CAR HAULER 14K	16VEX2022G2011096	Trailer, Open Deck
2005	TRANSCRAFT		TRAILER STEP DECK 53' 120" SPREAD AXLE	1TTE5320X51077339	Trailer, Flat Deck
2008	UNITED	U718TA35	TRAILER CARGO 18 X 7	48BTE18268A097341	Trailer, Light
2006	CASCADE CUSTOM	Gooseneck	TRAILER DUMP	1C9DD20286C673008	Trailer, Dumping
2006	CASCADE CUSTOM	Gooseneck	TRAILER DUMP	1C9DD20266C673007	Trailer, Dumping
2006	CASCADE CUSTOM	Gooseneck	TRAILER DUMP	1C9DD202X6C673009	Trailer, Dumping
2002	HUDSON		TRAILER 40K	10HHTD1A721000024	Trailer, Tag
2017	MULTISTAR		TRAILER GARDEN 2000#	L0HML2921HCN00150	Trailer, Open Deck
2000	BENSON		TRAILER END DUMP 22'	1NUDT28A3YMAS0094	Trailer, Dumping
2006	RAYFO		FLATBED HOOKLIFT	86147	Container, Shipping/Transport
1996	EAST		TRAILER END DUMP 24'	1E1D1K286TRK20386	Trailer, Dumping
2017	FELLING	FT14IT-18	TRAILER TILTBED CARHAULER 18'	5FTCE2327H2003734	Trailer, Carhauler
2014			TRAILER OFFICE 24X60	1440353 / 1440354	Trailer, Perm Structure Offic
2006	HILLTOP	171245	TRAILER OFFICE 8X24 FT	9094	Trailer, Temp Job
	MODSPACE	171245	TRAILER OFFICE 12X46	9326120	Trailer, Perm Structure Offic
2013	SDI	13-STRI	TRAILER SIDE DUMP SUP TRI	1S9DS4739DS819030	Trailer, Dumping
2013	SDI	13-STRI	TRAILER SIDE DUMP SUP TRI	1S9DS4738DS819066	Trailer, Dumping
2013	SDI	13-STRI	TRAILER SIDE DUMP SUP TRI	1S9DS473XDS819067	Trailer, Dumping
2013	SDI	13-STRI	TRAILER SIDE DUMP SUP TRI	1S9DS4731DS819068	Trailer, Dumping
2013	SDI	13-STRI	TRAILER SIDE DUMP SUP TRI	1S9DS4733DS819069	Trailer, Dumping
2013	SDI	13-STRI	TRAILER SIDE DUMP SUP TRI	1S9DS473XDS819070	Trailer, Dumping
2013	SDI	13-STRI	TRAILER SIDE DUMP SUP TRI	1S9DS4731DS819071	Trailer, Dumping
2013	SDI	13-STRI	TRAILER SIDE DUMP SUP TRI	1S9DS4733DS819072	Trailer, Dumping
2018	MITCHELL ELLIS PRODU	COIR BUSTER LIMITED	COIR PROCESSOR		Grinder, Tub
	KOLMEN / ATHEY	101RFP	CONVEYOR, 120 FT RADIAL STACKING	88-110-36-125	Conveyor
2011			CONVEYOR 36" X 80' RADIAL STACK		Conveyor
2011			CONVEYOR 36" X 100' RADIAL STACK		Conveyor
	SWIFT	RM6030	CONVEYOR	042495ZVU512	Conveyor
			CONVEYOR 40 FT		Conveyor
	MORBARK	24" X 35 FT	CONVEYOR CHIP		Conveyor
			CONVEYOR LATTICE		Conveyor
	GDS	PT-4048	CONVEYOR STACKING		Conveyor

Model Yr	Manufacturer	Model	Description	VINNumber	Car Type
	VALLEY	80 FT	CONVEYOR STACKING	6101062	Conveyor
1991	Retech		CONVEYOR STACKING YELLOW		Conveyor
	MASABA		CONVEYOR 36 X 80F RADIAL STACK	96574	Conveyor
	BARBER GREEN	16" X 30 FT	CONVEYOR TRANSFER	3854520	Conveyor
	RETECH / ENVIROQUIP	SC3630	CONVEYOR END STACKER	SC95078-3630	Conveyor
	GDS	PT-4060	CONVEYOR STACKING		Conveyor
2011	WESTERN CONVEYOR SYS		TELESCOPE CONVEYOR 50/70		Conveyor
1996	RETECH / ENVIROQUIP	SC3050	CONVEYOR SIDE STACKER	SC93021-3050	Conveyor
	WESTERN CONVEYOR SYS		TELESCOPE CONVEYOR 50/70		Conveyor
2005	ROTOCHOPPER	250	BAGGER SYSTEM	May-67	Bagger System
2011	HAMER		BAGGER SYSTEM		Bagger System
1996			CONTAINER 20FT	NONU 896404-9	Container, Shipping/Transport
			CONTAINER 20FT	GVTU 211063-2	Container, Shipping/Transport
	CHEROKEE WEST END	20FT	CONTAINER 20FT	CHWU 200785-8	Container, Shipping/Transport
	SHANGHAI BAOSHAN	20FT	CONTAINER 20FT - MULCH STORAGE	IMNU 212133-0	Container, Shipping/Transport
	SHANGHAI BAOSHAN	20FT	CONTAINER 20FT HIGH CUBE	IMNU 212710-1	Container, Shipping/Transport
			CONTAINER 20FT		Container, Shipping/Transport
2019	DOPPSTADT	SST1025	SCREENER SYSTEM - Hopper, Screener, Conveyors		Screener
2014	BACKERS	3MTA	STAR SCREEN	6886	Screen
1999	POWERSCREEN	POWERGRID 800	SCREENER	72 14 913	Screen
1993	READ	WM3000	SCREENER	00503	Screen
1996	GDS	837S	SCREENER PORTABLE TROMMEL	1G96UPS735TR196006	Screen
1996	RETECH	723A	SCREENER PORTABLE TROMMEL	1R9TR47205M216083	Screen
2016	VERMEER	TR620	SCREENER PORTABLE TROMMEL	56S5402M3GF001008	Screen
2000	MCCLOSKEY	MCB833RE	SCREENER PORTABLE TROMMEL	11046	Screen
			SCREEN CHIP OSCILLATING		Screen
2018	VERMEER	TR620	SCREENER PORTABLE TROMMEL	56S5402M7JF001021	Screen
2017	CIRCLE M TRAILERS		20' TRAILER W/ INSPECTION TOWER	1C9US2022HM364122	Trailer, Open Deck
	GCS	3660	CONVEYOR 60 FT		Conveyor
	GCS	3660	CONVEYOR 60 FT RADIAL STACKER		Conveyor
1998			DEBRIS CONT. 20 FT OPEN TOP	SUDU 281321-0	Container, Storage
			DEBRIS CONT. 20 FT ON TRAILER 267		Container, Storage
2005	ROLL OFFS USA	30 YD	CONTAINER ROLL-OFF	161130RO0405	Container, Product Hauling
2004	ROLL OFFS USA	30 YD	CONTAINER ROLL-OFF	161141-RO-04-05	Container, Product Hauling
2009	WASTEQUIP	31 YD	CONTAINER ROLL-OFF	02TX 311370	Container, Product Hauling
			CONTAINER ROLL-OFF 40YD	10348241	Container, Product Hauling
2008			CONTAINER ROLL-OFF 40YD	10341276	Container, Product Hauling
	NEDLUND INDUSTRIES	28 CY	CONTAINER ROLL-OFF 28YD	24461	Container, Product Hauling
1995	NEDLUND INDUSTRIES	26CY	CONTAINER ROLL-OFF 26YD	24460	Container, Product Hauling
	RAYFO	18 FT	CONTAINER ROLL-OFF		Container, Storage
1995	NEDLUND INDUSTRIES	31 YD	CONTAINER ROLL-OFF 31YD	24462	Container, Product Hauling
	WASTEQUIP		CONTAINER ROLL-OFF 40YD	334757	Container
	WASTEQUIP		CONTAINER ROLL-OFF 40YD ON TR	334758	Container
			CONTAINER ROLL-OFF		Container
			CONTAINER ROLL-OFF		Container
1995			CONTAINER ROLL-OFF 40 YD	34612	Container
1995	NEDLUND INDUSTRIES	40 YD	CONTAINER ROLL-OFF 40YD	24137	Container
1995	NEDLUND INDUSTRIES	40 YD	CONTAINER ROLL-OFF 40 YD	24136	Container
	NEDLUND INDUSTRIES	40 YD	CONTAINER ROLL-OFF 40 YD		Container
	TIPHOOK		CONTAINER STORAGE 20FT	TPHU 825837-9	Container
	CERES		OFFICE CONTAINER 20 FT	SPIU 017444-8	Container
	CERES		OFFICE CONTAINER 20 FT	CPIU 807964-2	Container
	CERES		OFFICE CONTAINER 20 FT	CPIU 805946-1	Container

Model Yr	Manufacturer	Model	Description	VINNumber	Car Type
2006	CERES	ISO 20FT	CONTAINER 20 FT OFFICE WINDOWS	SESU 205632-4	Container
2006			CONTAINER 20 FT OFFICE	SESU 205505-6	Container
	SWENSON	EV100-948	SANDER HOOKLIFT ON UNIT 134	AEC342246	Sander
	WESTERN	8 FT RC STS	SANDER 8' W/ HONDA ENG ON #40	03111530000294810-1	Sander
	WESTERN	8 FT RC STS	SANDER 8 FT TECUMSEH ON #50	05031230000394809-1	Sander
2010	YANGZHOU RUNYANG	A40-10DP	CONTAINER 40 FT	HCZU 888625-7	Container
	TRANSAMERICA	20FT	CONTAINER 20FT	TOLU 257106-3	Container
	TRANSAMERICA	20FT	CONTAINER 20FT	TRLU 344907-6	Container
			CONTAINER 20FT	UGMU 871350-1	Container
1994			CONTAINER 20FT	221837-0	Container
	TRAMAC		PACKER VIBRATORY PLATE	TR-75520221T2-21B	Attachment, Packer
	TRAMAC		PACKER VIBRATORY PLATE	TR-75520221T2-21B	Packer
2006	SHANGHAI CIMC YANGSH		CONTAINER 20 FT	SESU 206856-2	Container
2006			CONTAINER 20 FT 9.5HGT	OKHU 608036-4	Container
2006			CONTAINER 20 FT 9.5HGT	OKHU 608038-5	Container
			CONTAINER OFFICE 40 FT 9.5HGT	CPIU 900057-6	Container
2006			CONTAINER RECORD STORAGE 40 FT	OKFU 604096-0	Container
2006			CONTAINER FORESTRY MAINT 20 FT	SESU 205623-7	Container
2006			CONTAINER TOOL STORAGE 20 FT	SESU 205653-5	Container
2006	SHANGHAI CIMC YANGSH		CONTAINER 20 FT	SESU 205509-8	Container
			CONTAINER 20 FT		Container
1980	TRANSAMERICA		CONTAINER 20 FT	ICSU 386026-6	Container
			CONTAINER 6 FT	ANYU 601031-1	Container
			CONTAINER 6 FT	ANYU 301054-0	Container
1996			CONTAINER 20 FT	307329-6	Container
			CONTAINER 20 FT	275122-6	Container
			CONTAINER 20 FT	SMLU 253181-0	Container
			CONTAINER 20 FT	TOLU 257106-3	Container
			CONTAINER 20 FT	344907-6	Container
1995			CONTAINER 40 FT	409446-3	Container
1995	MORBARK	1250	GRINDER TUB	571-018	Grinder, Tub
1991	HAYBUSTER	IG-10	GRINDER, TUB	182190067	Grinder, Tub
1994	DIAMOND Z	1260	GRINDER TUB	1D9FX3923RC231110	Grinder, Tub
2008	CBI	8800T MAGNUM FORCE	GRINDER HORIZONTAL TRACK	8800THZKC320020	Grinder, Horizontal
1995	MORBARK	1400	GRINDER TUB / TARANTULA 36"	575-011	Grinder, Tub
1995	MORBARK	1300	GRINDER, TUB	571-028	Grinder, Tub
1990	DIAMOND Z	PWG 1463	GRINDER TUB	1D9FX453LN147034	Grinder, Tub
1994	DIAMOND Z	1463 TWIN	GRINDER TUB	1D9FX4834RN147110	Grinder, Tub
1998	REXWORKS	800	GRINDER MEGAGRIND	M50801	Grinder, Horizontal
1985	VERMEER	665A	GRINDER STUMP	1231	Shredder
2008	RUBBLE MASTER	RM60	CRUSHER	RM60-0380	Crusher
2014	KOMATSU	PC360LC-10	EXCAVATOR HYD	A32480	Excavator
2013	CATERPILLAR	320E L LR	EXCAVATOR 48' LONG REACH	WBK01980	Excavator
1992	LINK BELT	2800Q	AMPHIBIOUS TRACK LONG REACH	D-2-0314	Excavator
	ARASMITH	42" 200 HP	CHIPPER DRUM WHOLE TREE		Chipper
1961	AUSTIN WESTERN	220	GRADER	H5644	Grader
2008	DEERE	270D LC	EXCAVATOR	FF270DX703779	Excavator
1996	HITACHI	EX220 LC3	EXCAVATOR	15D-10543	Excavator
1996	CATERPILLAR	320B	EXCAVATOR	5BR00702	Excavator
1996	KOMATSU	PC220 LC6L	EXCAVATOR	A80457	Excavator
1994	KOMATSU	PC200LC-6L	EXCAVATOR	A80290	Excavator
2006	KOMATSU	PC300LC-7E0	EXCAVATOR 54" BUCKET	A88024	Excavator
2003	CASE	MX230	TRACTOR	JAZ127273	Tractor - Farm

Model Yr	Manufacturer	Model	Description	VINNumber	Car Type
2002	CATERPILLAR	420D	BACKHOE	FDP08288	Backhoe/Loader
2012	LINK BELT	250-X3 LF	EXCAVATOR 60' REACH	EIDK2-5034	Excavator
1989	TROJAN	1900Z	WHEEL LOADER	LT201932 / 0189-4758B	Wheel Loader
1989	CATERPILLAR	936E	WHEEL LOADER	33Z3400	Wheel Loader
1998	CATERPILLAR	416C	BACKHOE/LOADER	1WR03314	Backhoe/Loader
2014	DEERE	624K	LOADER, WHEEL	1DW624KZJEF660883	Loader
1994	KOMATSU	WA-250-1	LOADER, WHEEL	A65393	Loader
1998	VOLVO	L120C	LOADER, WHEEL	L120CV12243	Loader
1995	VOLVO	L-70C	LOADER, WHEEL	V11463	Loader
1996	CATERPILLAR	IT28F	LOADER, WHEEL	3CL02184	Loader
1996	CATERPILLAR	IT38F	LOADER, WHEEL	6FN00449	Loader
1996	CATERPILLAR	IT38F	LOADER, WHEEL	6FN00400	Loader
2002	CATERPILLAR	140H	GRADER ROAD	2ZK7547	Grader
1990	CLARK (RANGER)	F666 GR	SKIDDER LOG	555BC00694	Skidder
1974	TIMBERJACK	225D	SKIDDER LOG	225GS787143	Skidder
2006	KOMATSU	PC400LC-7E0	HYD EXCAVATOR	KMTPC184H54A87265	Excavator
2009	DEERE	544K	LOADER, WHEEL	DW544KZ624326	Loader
2008	DEERE	644K	LOADER, WHEEL	DW644KZ624427	Loader
2013	CATERPILLAR	D6T LGP	DOZER	ZJB01250	Dozer
2014	DEERE	744K	LOADER, WHEEL	XVDE657261	Loader
2008	DEERE	750J LGP	DOZER CRAWLER	T0750JX172776	Dozer
2008	DEERE	850J LGP	DOZER CRAWLER	T0850JX172818	Dozer
1997	CATERPILLAR	D6M LGP	DOZER CRAWLER W/ WINCH	2RN00282	Dozer
2008	CATERPILLAR	973C	TRACK LOADER CRAWLER	LDX00433-CES	Track Loader
	KOMATSU	D75S-3	LOADER, TRACK (BLOWN ENGINE)	7442	Loader
2006	CATERPILLAR	D6N LGP	DOZER CRAWLER W/ WINCH	ALY02190	Dozer
2006	CATERPILLAR	D6N LGP	DOZER CRAWLER HIGH TRACK	ALY02153	Dozer
2006	CATERPILLAR	D6R LGP SERIES III	DOZER CRAWLER	WRG00218	Dozer
2006	CATERPILLAR	D6R LGP SERIES III	DOZER CRAWLER W/ WINCH	WRG00197	Dozer
2014	CATERPILLAR	D6N LGP	DOZER	PBA01928	Dozer
2015	CATERPILLAR	257DR	SKID LOADER TRACKED	EZW01029	Loader - Skid-Track
2000	BOBCAT	763G	LOADER BOBCAT 763	512251006	Loader - Skid
2005	BOBCAT	S185	LOADER BOBCAT	525024754	Loader - Skid
2006	BOBCAT	5600 TOOLCAT	TOOL CAT	A00311820	Utility Vehicle
2008	BOBCAT	T190	SKID LOADER TRACKED	A3LN11404	Loader - Skid-Track
2013	CATERPILLAR	279C2	SKID LOADER TRACKED	KWB970	Loader - Skid-Track
2008	DEERE	850J	DOZER PYRAMID PADS	T0850JX164162	Dozer
2009	DEERE	244J	LOADER, WHEEL	723189	Loader
2012	DEERE	324J	LOADER, WHEEL	1LU324JXKZB030138	Wheel Loader
2013	PRINCETON	PB50	FORK TRUCK 5K CAP PIGGYBACK	P147673412	Forktruck
2005	ROSCO	RB-48	BROOM SWEEPER	45156	Sweeper
2003	PRINCETON	E2-3RVX	FORK TRUCK 5K CAP PIGGYBACK	109396	Forktruck
2004	PRINCETON	E2-3RVX	FORK TRUCK 5K CAP PIGGYBACK	110323	Forktruck
2009	CATERPILLAR	NR4500	FORK LIFT 4500# CAP ELECTRIC	7NR3846902	Forktruck
	TOYOTA	52-6FGU35	FORK LIFT 6000# CAPACITY	60948	Forktruck
1977	SWINGER	200/DIESEL	LOADER SWINGER	2001465	Loader - Skid
1994	SWINGER	240	LOADER SWINGER	NW-378	Loader - Skid
1998	SWINGER	SW2000	LOADER SWINGER	NW117398	Loader - Skid
1998	SWINGER	SW2000	LOADER SWINGER	NW128298	Loader - Skid
2006	INGERSOLL RAND	SD-100-D	COMPACTOR 84" W/SHEEPPFOOT SHELL	186628	Compactor
2006	INGERSOLL RAND	SD-100-D	COMPACTOR 84"	182670	Compactor
2010	CATERPILLAR	D6T LGP	DOZER	KJL1150	Dozer
2011	CATERPILLAR	D6T LGP	DOZER	KJL01238	Dozer

Model Yr	Manufacturer	Model	Description	VINNumber	Car Type
2013	CATERPILLAR	D6N LGP	DOZER CRAWLER	PBA00560	Dozer
2014	CATERPILLAR	D6N LGP	DOZER CRAWLER	PBA01627	Dozer
2011	CASE	MAGNUM 235	TRACTOR DUAL TIRE 4WD	ZCRD05785	Tractor - Farm
2013	CASE	MAGNUM 235	TRACTOR DUAL TIRE 4WD	ZDRD03361	Tractor - Farm
2014	JOHN DEERE	5045E	TRACTOR, AG w/ BUCKET	1PY5045EKDB003984U	Tractor - Farm
2012	CATERPILLAR	140M2	GRADER ROAD	R9M00148	Grader
2013	CATERPILLAR	140M2 AWD	GRADER ROAD ALL WHEEL DRIVE	M9J00514	Grader
2012	CASE	MAGNUM 180	TRACTOR DUAL TIRE 4WD	ZCRH08409	Tractor - Farm
2012	BROCE	CR-350	BROOM SWEEPER	407614	Sweeper
			DOLLY FIFTH WHEEL		Dolly
	MACK	TANDEM	DOLLY FIFTH WHEEL	CES-1434	Dolly
2003	PRINCETON	PB50	FORK TRUCK 5K CAP PIGGYBACK	85152003	Forktruck
2000	PRINCETON	D50	FORK TRUCK 5K CAP PIGGYBACK	712246	Forktruck
			DOLLY GRINDER	CER-5668	Dolly
2007	PRO-TECH	SP16-L	SNOW PUSHER 16 FT	26948	Attachment, Pusher
2007	PRO-TECH	SP16-L	SNOW PUSHER 16 FT	26948	Pusher
2006	PRO-TECH	SP16-L	SNOW PUSHER 16 FT	22797	Attachment, Pusher
2006	PRO-TECH	SP16-L	SNOW PUSHER 16 FT	22797	Pusher
2007	GROUSER	2200	TRACTOR DOZER 14 FT	200700607	Attachment, Blade
2007	GROUSER	2200	TRACTOR DOZER 14 FT	200700607	Blade
2017	CATERPILLAR	72	BUCKET, GRAPPLE	A4179GB30043	Attachment, Grapple Bucket
2017	CATERPILLAR	72	BUCKET, GRAPPLE	A4179GB30043	Grapple Bucket
2016	CATERPILLAR	SSL-84RAKE	BUCKET GRAPPLE SKELETON	A4167GR30053	Attachment, Bucket
2016	CATERPILLAR	SSL-84RAKE	BUCKET GRAPPLE SKELETON	A4167GR30053	Bucket
2005	DEERE	AT316647	BUCKET 1YD WITH CUTTING EDGE		Attachment, Bucket
2005	DEERE	AT316647	BUCKET 1YD WITH CUTTING EDGE		Bucket
2005			BUCKET 1YD WITH CUTTING EDGE		Attachment, Bucket
2005			BUCKET 1YD WITH CUTTING EDGE		Bucket
2016	CATERPILLAR	DB 60 EG	BUCKET 60" 2.98 CY	NBC18819	Attachment, Bucket
2016	CATERPILLAR	DB 60 EG	BUCKET 60" 2.98 CY	NBC18819	Bucket
2005	E-JECT	SC-17-U	SCRAPER PULL LEAD	239F87565R29	Scraper
2005	E-JECT	SC-17-U	SCRAPER PULL LEAD	297F87565R29	Scraper
2013			BUCKET 2YD WITH CUTTING EDGE		Attachment, Bucket
2013			BUCKET 2YD WITH CUTTING EDGE		Bucket
2013			BUCKET 2YD WITH CUTTING EDGE		Attachment, Bucket
2013			BUCKET 2YD WITH CUTTING EDGE		Bucket
2020	SCOOPDOGG	14	SNOW PUSHER 14 FT	16852	Attachment, Pusher
2020	SCOOPDOGG	14	SNOW PUSHER 14 FT	16852	Pusher
2006	E-JECT	SC-17-U	SCRAPER PULL LEAD	376F87565R29	Scraper
2006	E-JECT	SC-17-U	SCRAPER PULL PUP	363R87565R29	Scraper
2014	ROME	TACW-16	10.5' FARM DISC 32 IN BLADES	8TACW-508	Disc
2014	ROME	TACW-16	10.5' FARM DISC 32 IN BLADES	8TACW-525	Disc
2012	SUNFLOWER	1234-18	18' FARM DISC 22 IN BLADES @ 8"	S12340CZ100094	Disc
	DERSON MFG		DIESEL TANK W/PUMP 1000 GAL	4902	Tank
	DERSON MFG		DIESEL TANK W/PUMP 1000 GAL	5012	Tank
			DIESEL TANK W/12V PUMP	CES 125	Tank
	CENEX	500 GAL	DIESEL TANK WHITE W/12V PUMP		Tank
	DELTA CONSOLIDATION	80000	TANK FUEL 105 GAL		Tank
2014	RETIF	DWT1000-044	TANK FUEL 1000 GAL		Tank
			FUEL TANK 500 GAL		Tank
			WATER TANK WITH PUMP 1000 GL		Tank
	FLEETFARM	100 GAL	FUEL TANK W/PUMP FOR PU 100GL	004602/C-0389	Tank
	TANKO	4200	WATER TANK 4000 GAL (COLOR MACH)		Tank

Model Yr	Manufacturer	Model	Description	VINNumber	Car Type
	AREMORE	105	TANK SPRAYER	19657	Tank
2007	VALLEY ENGINEER	V-320	LUBE SKID		Lube Skid
2015	B-BUILT MFG	PF-100-42	ATTACHMENT FORKLIFT		Attachment, Forks
2015	B-BUILT MFG	PF-100-42	ATTACHMENT FORKLIFT		Forks
			RUBBER BOAT		Marine Equip
			MOTOR BOAT		Marine Equip
	PREMIER		PLATFORM BOAT - SKIMMER 8 X 20	PMY47475G010	Marine Equip
2010	TRACKER MARINE	1436 TOPPER	JON BOAT 14'	BUJ10077H910	Marine Equip
1999	CHERRINGTON	5000	BEACH CLEANER	112412	Marine Equip
2010	ERCOA		PLATFORM BOAT - SKIMMER 8 X 29 90HP MOTOR	ERC15121G010	Marine Equip
	ERCOA		PLATFORM BOAT - SKIMMER 8 X 29	ERC15122G010	Marine Equip
	ERCOA		PLATFORM BOAT - SKIMMER 8 X 29	ERC15123G010	Marine Equip
	ERCOA		PLATFORM BOAT - SKIMMER 8 X 29	ERC15124G010	Marine Equip
2010	ERCOA		PLATFORM BOAT - SKIMMER 8 X 29 NO MOTOR CURRENTLY	ERC15125G010	Marine Equip
2001	HOMD		BOAT WORK W/ 150HP MOTOR	LAZ62502H101	Marine Equip
2013	ACCESSORIES UNLIMITE	48 inch	FORK SET 4 FT		Attachment, Forks
2013	ACCESSORIES UNLIMITE	48 inch	FORK SET 4 FT		Forks
2007	BOBCAT	60 SWEEPER	BROOM BOX	714418610	Attachment, Broom
2007	BOBCAT	60 SWEEPER	BROOM BOX	714418610	Broom
	BOBCAT	60 SWEEPER	BROOM BOX	714407625	Attachment, Broom
	BOBCAT	60 SWEEPER	BROOM BOX	714407625	Broom
2008	BOBCAT	68 inch	BROOM POWER ARTICULATED 68"	231316874	Attachment, Broom
2008	BOBCAT	68 inch	BROOM POWER ARTICULATED 68"	231316874	Broom
2008	BOBCAT	72 inch	SNOW BLADE	223103047	Attachment, Blade
2008	BOBCAT	72 inch	SNOW BLADE	223103047	Blade
2013			FORK SET 6 FT		Attachment, Forks
2013			FORK SET 6 FT		Forks
2013			FORK SET 6 FT		Attachment, Forks
2013			FORK SET 6 FT		Forks
2008	ROCKLAND	RL 644K	BUCKET 5YD ROLL OUT ON UNIT 455	R 56480	Attachment, Bucket
2008	ROCKLAND	RL 644K	BUCKET 5YD ROLL OUT ON UNIT 455	R 56480	Bucket
2008	ROCKLAND		BUCKET 4YD ROLL OUT ON UNIT 454		Attachment, Bucket
2008	ROCKLAND		BUCKET 4YD ROLL OUT ON UNIT 454		Bucket
2008	JRB	270D	COUPLER ON UNIT 421	1108-DEW9401	Attachment, Quick Attach
2008	JRB	270D	COUPLER ON UNIT 421	1108-DEW9401	Quick Attach
2008	PEMBERTON	CBG	GRAPPLE ON UNIT 421	137 4 1008	Attachment, Grapple Bucket
2008	PEMBERTON	CBG	GRAPPLE ON UNIT 421	137 4 1008	Grapple Bucket
2008	DEERE	240D	48 INCH BUCKET ON UNIT 421	212036-6-1	Attachment, Bucket
2008	DEERE	240D	48 INCH BUCKET ON UNIT 421	212036-6-1	Bucket
	PEMBERTON		GRAPPLE FOR IT28G	147430100	Attachment, Grapple Bucket
	PEMBERTON		GRAPPLE FOR IT28G	147430100	Grapple Bucket
2007	EZEE-ON	8550	DISC 9.5 FT 32 IN BLADES	51789	Disc
	BUSH HOG		HARROW PLOW		Plow, Snow
	BOBCAT	60 inch	BROOM POWER ARTICULATED 60"		Broom
			BUCKET HIGH TIP ROLL OUT		Attachment, Bucket
			BUCKET HIGH TIP ROLL OUT		Bucket
	JRB	WA380-3	FORKS WHEEL LOADER IT38	1201-82969-1/2	Forks
1999	LABOUNTY	140HDR	GRAPPLE	14468	Attachment, Grapple Bucket
1999	LABOUNTY	140HDR	GRAPPLE	14468	Grapple Bucket
1998	PEMBERTON	JD690E	GRAPPLE FJD690 OR HITACHI200	625 3 1098	Grapple
	EMPIRE	L120C	BUCKET 8CY FOR VOLVO 120	E-507-8	Attachment, Bucket
	EMPIRE	L120C	BUCKET 8CY FOR VOLVO 120	E-507-8	Bucket
	LABOUNTY	HDR110	GRAPPLE	11583	Attachment, Grapple Bucket

Model Yr	Manufacturer	Model	Description	VINNumber	Car Type
	LABOUNTY	HDR110	GRAPPLE	11583	Grapple Bucket
	LABOUNTY	140HDR	GRAPPLE	14455	Attachment, Grapple Bucket
	LABOUNTY	140HDR	GRAPPLE	14455	Grapple Bucket
	MELROE	66 inch	GRAPPLE TINE	425501326	Grapple
	MELROE	66 inch	GRAPPLE/BUCKET 66"	477002581	Grapple
	MELROE	72 inch	GRAPPLE/BUCKET	456100184	Grapple
	EMPIRE	FOR PC300	SHEAR ADAPTER		Shear
	ROCKLAND	BR	RAKE ROOT DOZER	DV449A	Rake
	PEMBERTON	CAT320 3 MDG200	CONCRETE DENSIFIER	083 3 0499	Attachment, Pulverizer
	PEMBERTON	CAT320 3 MDG200	CONCRETE DENSIFIER	083 3 0499	Pulverizer
	MANN		GRAPPLE HYDR FOR IT38F	LX5479	Grapple
	HARLEY	PRO-6	RAKE POWER	P66D022	Rake
	TINK	7.5 CY	BUCKET TINK IT38F 7.5CY	LX552 06354E	Attachment, Bucket
	TINK	7.5 CY	BUCKET TINK IT38F 7.5CY	LX552 06354E	Bucket
	CATERPILLAR	IT-28G	FORKS FOR IT-28	36397	Forks
	MELROE	60 inch	GRAPPLE 60"	659902763	Grapple
	PEMBERTON	IT-38	GRAPPLE RAKE IT 38	LR/P-1424-4-1098	Grapple
	PEMBERTON		GRAPPLE FOR IT28G	1423-3-1098	Grapple
			BUCKET DITCHING 66"		Attachment, Bucket
			BUCKET DITCHING 66"		Bucket
	EMPIRE	5 TINE	GRAPPLE 5 TINE		Grapple
	ROME	KG	BLADE CLEARING W/C-FRAME		Attachment, Blade
	ROME	KG	BLADE CLEARING W/C-FRAME		Blade
	FLECO	980	RAKE W/ CLAMPS STACKING		Rake
	MELROE	66 inch	GRAPPLE TINE 66"	1232	Grapple
1993	SWEEPSTER	L4800AF	BROOM SNOW W/HYD MOTOR	945761	Broom
	MELROE	96 inch	BUCKET 96"		Attachment, Bucket
	MELROE	96 inch	BUCKET 96"		Bucket
			BUCKET IT38F	3TL05901	Attachment, Bucket
			BUCKET IT38F	3TL05901	Bucket
	MELROE		BUCKET BOBCAT		Attachment, Bucket
	MELROE		BUCKET BOBCAT		Bucket
			BUCKET 96"		Attachment, Bucket
			BUCKET 96"		Bucket
	TROJAN		BUCKET ON TROJAN		Attachment, Bucket
	TROJAN		BUCKET ON TROJAN		Bucket
			BUCKET 73" SNOW		Attachment, Bucket
			BUCKET 73" SNOW		Bucket
	MELROE	78 inch	BUCKET 78"		Attachment, Bucket
	MELROE	78 inch	BUCKET 78"		Bucket
	FLECO		RAKE ROOT FOR TROJAN		Rake
	PRENTICE		GRAPPLE	8701	Grapple
	MELROE	6576891	BUCKET	G88945	Attachment, Bucket
	MELROE	6576891	BUCKET	G88945	Bucket
1996	SWEEPSTER	LH 72	BROOM		Attachment, Broom
1996	SWEEPSTER	LH 72	BROOM		Broom
	MELROE		BUCKET DIRT ON UNIT 473		Attachment, Bucket
	MELROE		BUCKET DIRT ON UNIT 473		Bucket
1995	SWEEPSTER	LH72	BROOM	9547001	Attachment, Broom
1995	SWEEPSTER	LH72	BROOM	9547001	Broom
	BOSS	9 FT	PLOW, SNOW 9 FT 2 IN	90619	Plow, Snow
	MELROE	54 inch	BUCKET 54 inch		Attachment, Bucket
	MELROE	54 inch	BUCKET 54 inch		Bucket

Model Yr	Manufacturer	Model	Description	VINNumber	Car Type
	BOSS	9 FT	PLOW, SNOW 9 FT 2 IN ON UNIT 34	31643	Plow, Snow
	BOSS	9 FT	PLOW, SNOW 9 FT	35220	Plow, Snow
			BUCKET DIRT FOR VOLVO 120C	92777	Attachment, Bucket
			BUCKET DIRT FOR VOLVO 120C	92777	Bucket
			GRAPPLE HYDR FOR SWINGER		Grapple
			BUCKET SWINGER 1.25CY		Attachment, Bucket
			BUCKET SWINGER 1.25CY		Bucket
	BM	3.25 YDS	BUCKET IT38F 3.25CY	X3779	Attachment, Bucket
	BM	3.25 YDS	BUCKET IT38F 3.25CY	X3779	Bucket
	BOSS	9 FT	PLOW, SNOW 9 FT 2 IN	90808	Plow, Snow
	CATERPILLAR	6W8900	FORKS 416 CAT	4500X2472075X600	Forks
			BUCKET IT28G	9Z8955-06	Attachment, Bucket
			BUCKET IT28G	9Z8955-06	Bucket
	BALDERSON	BIT-36-7SQ	BUCKET IT38F 7.5CUYD	3JL06477	Attachment, Bucket
	BALDERSON	BIT-36-7SQ	BUCKET IT38F 7.5CUYD	3JL06477	Bucket
			BUCKET PC300	904834	Attachment, Bucket
			BUCKET PC300	904834	Bucket
	BOSS	9 FT	PLOW, SNOW 9 FT 2 IN ON UNIT 81	90798	Plow, Snow
	PRENTICE	120 LOADER	ATTACHMENT LOADER	Z204334	Attachment, Boom
	PRENTICE	120 LOADER	ATTACHMENT LOADER	Z204334	Boom
			PLOWING DISC		Disc
	DE NARDI CORP	M-90787	ATTACHMENT FORKLIFT	2021-9	Attachment, Forks
	DE NARDI CORP	M-90787	ATTACHMENT FORKLIFT	2021-9	Forks
	FARM KING		AUGER		Auger
	KOMATSU	PC220	QUICK ATTACH		Quick Attach
			QUICK ATTACH		Quick Attach
	LABOUNTY	RT65	QUICK CONNECTOR FOR PC300	131847	Quick Attach
	EMPIRE	FOR PC220	QUICK TACH ADAPTER		Quick Attach
	LABOUNTY	140HDR	GRAPPLE	14428	Grapple
	LABOUNTY	120HDR	GRAPPLE	12414	Grapple
	GENERAL TRACTOR	185BM	ASPHALT CUTTER		Cutter
	VOLVO	3 YD	BUCKET 3YD VOLVO LDR		Attachment, Bucket
	VOLVO	3 YD	BUCKET 3YD VOLVO LDR		Bucket
			BUCKET FOR 936/IT38 LOADER	7781	Attachment, Bucket
			BUCKET FOR 936/IT38 LOADER	7781	Bucket
			BUCKET HOE 12"		Attachment, Bucket
			BUCKET HOE 12"		Bucket
	DROTT	4 IN 1	BUCKET LOADER	AZ04408	Attachment, Bucket
	DROTT	4 IN 1	BUCKET LOADER	AZ04408	Bucket
	DROTT	4 IN 1 31228	BUCKET LOADER	A70A408	Attachment, Bucket
	DROTT	4 IN 1 31228	BUCKET LOADER	A70A408	Bucket
			BUCKET TROJAN LOADER		Attachment, Bucket
			BUCKET TROJAN LOADER		Bucket
			BUCKET 64" FOR UNIT # 21		Attachment, Bucket
			BUCKET 64" FOR UNIT # 21		Bucket
	LABOUNTY	HDR 120	GRAPPLE 5 TINE		Grapple
	FLECO	D7E 9R5000CQ	RAKE W/O ARMS	92102	Rake
	KOMATSU	D75S	RAKE W/ CLAMP LOADER		Rake
	INGERSOLL RAND	SD-100-D	SHEEPSFOOT SHELL		Sheepsfoot
	INGERSOLL RAND	SD-100-D	SHEEPSFOOT SHELL		Sheepsfoot
2006	AMCO	F42B 3224	FARM DISC 2 ROW 12 FT W/ HITCH	06020061/ 676	Disc
			HOPPER FEED GREEN		Hopper
2014	BUSH HOG	DSP12	BLADE PULL TYPE 12' EDGE	12-00026	Grader

Model Yr	Manufacturer	Model	Description	VINNumber	Car Type
	RAYFO		HOOK 18 FT AMP	86138	Container
	EMPIRE	FOR PC300	QUICK TACH ADAPTER	C597	Quick Attach
	BOBCAT	60 INCH	SWEEPER 60 INCH	6707144	Broom
	SEPPI	M-225/3	TREE/BRUSH MOWER	900113	Mower
	FARM KING		AUGER		Auger
	MELROE	6564951	BUCKET 36" FOR # 39	G90181	Attachment, Bucket
	MELROE	6564951	BUCKET 36" FOR # 39	G90181	Bucket
	WAG WAY	54 inch	BUCKET DIGGING 54"		Attachment, Bucket
	WAG WAY	54 inch	BUCKET DIGGING 54"		Bucket
	CATERPILLAR		BUCKET GENERAL PURPOSE		Attachment, Bucket
	CATERPILLAR		BUCKET GENERAL PURPOSE		Bucket
	VOLVO	6.5YD	BUCKET HIGH TIP ROLL OUT 6	001-94-693	Attachment, Bucket
	VOLVO	6.5YD	BUCKET HIGH TIP ROLL OUT 6	001-94-693	Bucket
	STEWART		GRAPPLE LOG		Attachment, Grapple Bucket
	STEWART		GRAPPLE LOG		Grapple Bucket
	BOBCAT	68 inch	BROOM POWER ARTICULATED 68"	231311646	Attachment, Broom
	BOBCAT	68 inch	BROOM POWER ARTICULATED 68"	231311646	Broom
	LANG	LK	RAKE ROCK		Attachment, Rake
	LANG	LK	RAKE ROCK		Rake
	FROST (KOMATSU)	PC220	RIPPER		Attachment, Ripper
	FROST (KOMATSU)	PC220	RIPPER		Ripper
	PEMBERTON	EGR300	GRAPPLE	50630297	Attachment, Grapple Bucket
	PEMBERTON	EGR300	GRAPPLE	50630297	Grapple Bucket
	EMPIRE	FOR PC300	GRAPPLE FOR PC300		Attachment, Grapple Bucket
	EMPIRE	FOR PC300	GRAPPLE FOR PC300		Grapple Bucket
	EMPIRE	RR20684	BUCKET SAND 3 CY	173113	Attachment, Bucket
	EMPIRE	RR20684	BUCKET SAND 3 CY	173113	Bucket
	MELROE	66 inch	BUCKET SNOW 66" FOR #47	6576900	Attachment, Bucket
	MELROE	66 inch	BUCKET SNOW 66" FOR #47	6576900	Bucket
	SUBURBAN		WRECKING BALL		Wrecking Ball
	EMPIRE	PC400	RIPPER FROST PIN ON		Ripper
	BOBCAT	68 inch	BROOM POWER ARTICULATED 68"	231314104	Broom
	VIRING	96 inch	BUCKET SNOW 96"		Attachment, Bucket
	VIRING	96 inch	BUCKET SNOW 96"		Bucket
	MILLER	BOBCAT 225+	WELDER	KF833561	Welder
	MILLER	BOBCAT	WELDER (WAS ON #51)	KJ283449	Welder
	MILLER	BOBCAT 225NT	WELDER	KH401459	Welder
	MILLER	BOBCAT 225 NT	WELDER ONAN ENGINE	KK296545	Welder
	CI		WELDER		Welder
2020	SNAP-ON	MM350XL	WELDER, 350A		Welder
	LINCOLN	DC-400	WELDER W/ ACC	AC-655278	Welder
	NORTHERN		WELDER AIR GAS		Welder
	MILLER	BOBCAT 225NT	WELDER ONAN ENG	LA290224	Welder
2019			COMPRESSOR, 15HP		Compressor
			GENERATOR-CONVERTER	11968833	Generator
	MILLERMATIC	200	WELDER		Welder
	HONDA	EB3500AA	GENERATOR		Generator
			ELECTRICAL PANEL BOX	FROM MAPLE GROVE	Power Unit
2006	MILLER	SUITCASE X-TREME 12V	WELDER SUITCASE	LG480100W	Welder
	MILLER	251	WELDER MIG ARC	LG160892B	Welder
2006	MILLER	BOBCAT 225	WELDER GAS ENGINE KOHLER	LG081679	Welder
2004	NORPRO	1365	MOBILE GENERATOR 12.5KW DIESEL		Generator
			AIR COMPRESSOR	58777	Compressor

Model Yr	Manufacturer	Model	Description	VINNumber	Car Type
			AIR COMPRESSOR		Compressor
	DAYTON		AIR COMPRESSOR	LO30995-00433	Compressor
	SANBORN	G500BPL60V	AIR COMPRESSOR	K2835305	Compressor
			AIR COMPRESSOR		Compressor
	HONDA		AIR COMPRESSOR 30GAL 13HP	L5/3102-00018	Compressor
2005	U S GENERAL		COMPRESSOR		Compressor
	BOWIE	3000	HYDROSEEDER	300 296 070	Seeder
2007	ALKLEAN	4005	WASHER PRESSURE & TRAILER		Washer / Steamer
	NORTH STAR		CLEANER STEAM		Washer / Steamer
	KAMAN MACHINE DIV		POWER UNIT PORTABLE HYDRAU	HD745	Power Unit
2018	NORTHSTAR		WASHER, HOT WATER PRESSURE on TRAILER	4K1PT4C17JK006958	Washer / Steamer
	TORO	400XT	MOWER RIDING	250000158	Mower
	DELTAWELD	452	WELDER MIG	MF270037CMF310002U	Welder
	MILLER	BIG 40	WELDER DIESEL CAT ENGINE	LC475843	Welder
	DELTAWELD	300	WELDER MIG		Welder
2005	PENGO	MDT-20K C1-3-A	BORING HEAD SYSTEM FOR EXCAVATOR		Auger
2015	CHICAGO PNEUNATIC	QRS20HPD	COMPRESSOR BAG BLDG	CAI813261	Compressor
2011	QUINCY	QT15	COMPRESSOR UPRIGHT 80 GAL 240V	QU1101290061	Compressor
2013	QUINCY	ATV-7.5-80AM	COMPRESSOR UPRIGHT 80 GAL 240V	UTZ650847	Compressor
	ARROW MASTER	P2000RW	COMPACTOR PLATE W/ WATER SYS	705P2907	Compactor - Hand
2010	CASTAIR		AIR COMPRESSOR - TEMP SHOP TX		Compressor
2012	CASTAIR	I10312HC2-S	AIR COMPRESSOR	604126151	Compressor
2011	BOBCAT	68 inch	BROOM POWER ARTICULATED 68"	231318183	Sweeper - Open
2011	BOBCAT	60 inch	SWEEPER 60 INCH BOX BROOM	714422827	Sweeper - Closed
2011	ALKLEAN	PH5040DGOD	WASHER DIESEL STEAM CLEANER	105940	Washer / Steamer
	DEWALT	DP3750	WASHER PRESSURE	1100139739	Washer / Steamer
2014	HOTSY	1075BE	WASHER DIESEL STM CLEANER	11105660-100625	Washer / Steamer
2017	MILLER	BOBCAT 225	WELDER GAS ENGINE KOHLER 23HP	MH480907R	Welder
	MILLER	XMT-450 CC/CV	WELDER		Welder
	ELLIS	1600	MITRE BANDSAW	16967565	Shop Tool
	HYD-MECH	DM-8	MITRE BANDSAW	134606-28A	Shop Tool
	MONOLITHIC	EMIX001	CONCRETE MIXER BOBCAT	MT060127	Mixer
2018	MILLER	MILLERMATIC 252	WELDER MIG 230V 1PH	MJ080363N	Welder
2018	MILLER	MILLERMATIC 252	WELDER SPOOLMATIC 30A W/ GUN	MJ3600323T	Welder
	BOSTON WEATHERHEAD	T-70	HOSE MACHINE		Shop Tool
	BOSTON WEATHERHEAD	T-481-110	HOSE MACHINE	62300	Shop Tool
2020	BOSCH AUTOMOTIVE	34988NI	REFRIGERANT RECLAMATION MACHINE	430450744	Shop Tool
			2" Tap Machine (Boring)		Shop Tool
2020	R & M	SX40410050P35FBD0S	CRANE HOIST, 5 TON		Lift
	OTC	GENISYS	SCAN TOOL ENGINE DIAGNOSTIC	MFE51666408	Shop Tool
2005	SPX ROBINAIR	34800-2K	RECLAMATION PUMP		Shop Tool
	OTC	GENISYS	SCAN TOOL ENGINE DIAGNOSTIC		Shop Tool
2015	ROBINAIR	34988	RECLAMATION PUMP	607880	Shop Tool
2019	ADVANTAGE LIFT	SS11000WD	LIFT, VEHICLE	SX20190401607	Shop Tool
2005	WACKER	BPU 3545A	COMPACTOR	1584392	Compactor - Hand
	WACKER	BPU 3545A	COMPACTOR	1584393	Compactor - Hand
	MIKASA	MT-65HA	COMPACTOR	N2245	Compactor - Hand
	MIKASA	MT-65HA	COMPACTOR	N2340	Compactor - Hand
	BOMAG	BT 65/4	COMPACTOR 68KG	101 540 48 7634	Compactor - Hand
	BOMAG	BVP18/45	COMPACTOR	861834282186	Compactor - Hand
2020	EDCO	C10-13H	SAW, 13HP CRACK CHASING, 8" BLADE		Saw, Cement
			PUMP 4 INCH TRASH W/11HP HONDA	GC05-2730500	Pump
	HONDA	WB20X	PUMP	WABT-1135466	Pump

Model Yr	Manufacturer	Model	Description	VINNumber	Car Type
	MULTIQUIP	QP-40TH	PUMP	40TH-1530	Pump
	WACKER	PT2A	PUMP 2" TRASH GAS W/ SUC & DISC HOSES	20163390	Pump
	WACKER	PT3A	PUMP 3" TRASH GAS W/ SUC & DIS HOSE	24283376	Pump
1990	GORMAN RUPP	PA6A60F4L	PUMP 6" DIESEL	1146569	Pump
2016	GATOR PUMP	SAILFISH	PUMP PTO TRAILER	N162439	Pump
2016	GATOR PUMP	SAILFISH	PUMP PTO TRAILER	N162440	Pump
2017	GATOR PUMP	SAILFISH	PUMP PTO TRAILER 12"		Pump
			HYDRAFAB DRILL RIG		Attachment, Drill Rig
			HYDRAFAB DRILL RIG		Drill Rig
	COLEMAN	POWERMATE 6250	GENERATOR PORTABLE	41018	Generator
	COLEMAN	POWERMATE 6250	GENERATOR PORTABLE	050719YD39498	Generator
	TROY-BUILT	1924	GENERATOR PORTABLE	1012349416	Generator
			Generator 12-14.9KW	3740233	Generator
	GENERAC	GUARDIAN 0044560	GENERATOR STATIONARY LP 12KW	3538012	Generator
2008	BRIGGS & STRATTON	5500	GENERATOR PORTABLE		Generator
	DEWALT	DG4400B	GENERATOR PORTABLE	2712002206	Generator
	CATERPILLAR	3412	ENGINE	38S16061	Engine
	MUSTANG	GF3	GENERATOR SELF CONTAINED 40KW		Generator
	MI-T-M	60000MHO	GENERATOR PORTABLE	40030011	Generator
	MI-T-M	60000MHO	GENERATOR PORTABLE	40016019	Generator
	MI-T-M	60000MHO	GENERATOR PORTABLE	40016053	Generator
2009	POWERLAND	PD10000E	GENERATOR PORTABLE		Generator
2009	POWERLAND	PD10000E	GENERATOR PORTABLE		Generator
2008	MAGNUM	MLT5200	LIGHT PLANT/20KW GEN	831643	Generator
2008	MAGNUM	MLT5200	LIGHT PLANT/20KW GEN	831644	Generator
	MULTIQUIP	QP30ITA	PUMP	30ITA-5846	Pump
2007	WACKER	PT4S	PUMP 4" TRASH GAS	5761712	Pump
	WACKER	PT4S	PUMP 4" TRASH GAS	5831126	Pump
	WACKER	PT4S	PUMP 4" TRASH GAS	5701846	Pump
2009	POWERLAND	PD100	PUMP 4 INCH		Pump
	HONDA	WT30XK3A	PUMP 3 INCH		Pump
	MULTIQUIP	QP3TH	PUMP 3 INCH	19687	Pump
2015	WACKER	PT3H	PUMP 3" TRASH DIESEL	20280893	Pump
	AMERICAN	155	HEATER TORPEDO	VGZ155KA	Heater
	DAYTON		HEATER TORPEDO	4006380	Heater
	WACKER	PDT3A	PUMP 3" DIAPHRAM DIESEL	20155746	Pump
2014	TORO	38700	SWEEPER WALK BEHIND	314000590	Sweeper
	CHICAGO		AIR CURTAIN INCINERATOR SKID	161857	Incinerator
	CHICAGO		AIR CURTAIN BURNER JD MOTOR	T04239D188801	Incinerator
2015	TMA	TTMA+AB	ATTENUATOR WITH ARROW BOARD	4593a2410fh089089	Traffic management
2003	WANCO	WRLMBSLL2	SIGN BOARD	5F12S151631001449	Traffic management
2015	WANCO		ARROWBOARD ON TRAILER		Traffic management
2014	NTS		ROCK BOX / BEDDING BOX	M14051333	Container
2014	NTS		ROCK BOX / BEDDING BOX 9YD	M14051330	Container
2014	ORION	SENTRY	PALLET WRAPPER 20" ROLL		Shrinkwrapper
	SIMPLEX	25T	HYDROPRESS H-FRAME		Mats & Shoring
	UNI-HYDRO INC	42-14	IRON WORKER 42 TON	3P3947X	Mats & Shoring
	STEARNS		MAGNET		Mats & Shoring
	THERMO ENVIRO INS	580B OVM	PHOTO IONIZER / DATA LOGGER	580B-28865-233	Mats & Shoring
	AMERICAN MACHINE	Q150 XLS	BORING BAR SET		Mats & Shoring
	TOTALCOMP / INSCA	T-500E	SCALE DIGITAL 5000 LB	5D200110000846	Mats & Shoring
	TC / FAIRBANKS		SCALE DIGITAL	23494	Mats & Shoring
	OVM METER		THERMO ENV		Mats & Shoring

Model Yr	Manufacturer	Model	Description	VINNumber	Car Type
	HARVESTOR	200 CPC-42192	COLORING SYSTEM AND CONVEYOR	BU9719	Coloring System
2008	AMERIMULCH	MIDDIE-MITE	COLORING SYSTEM AND CONVEYOR	MD081630039	Coloring System
2011	AMERIMULCH	TROM 250	COLORING SYSTEM AND CONVEYOR		Coloring System
2020	AMERIMULCH	Marksman	Colorant Monitoring System		Coloring System
2017	AMERIMULCH	TROM 300	COLORING SYSTEM AND CONVEYOR	TR171520046	Coloring System
2007	BRADY	GLOBALMARK2	LABEL MAKER		Office Equipment
2014			FAN SWAMP COOLER		HVAC
2016	RICE LAKE	EZ7011-ST-100-ATV	SCALE TRUCK 100T 11X70	6PY4	Scale / Measure
2012	RICE LAKE	EZ7011-ST-100-ATV	SCALE TRUCK 100T 11X70	4RSM	Scale / Measure
	FELLER BUNCHER	SHOP BUILT	FELLER BUNCHER/SHEAR CAT IT38	50157	Attachment, Forestry
	FELLER BUNCHER	SHOP BUILT	FELLER BUNCHER/SHEAR CAT IT38	50157	Forestry
	GAR-BRO		CEMENT HOPPER	08258C	Hopper
	GAR-BRO		CEMENT HOPPER		Hopper
2014	UNION	8020022715A	STITCHING HEAD WITH HOT CUTTER		Fabric Tools
	UNION	8020022715A	STITCHING HEAD WITH SUSPENSION		Fabric Tools
2006	TOPCON	8110	GPS MOTORGRADER SYSTEM	MULTIPLE SEE ATTACHMENTS	GPS System
	TOPCON	1HZ GPS&GLONASS	GPS BASE STATION		Survey Tools
2007	TOPCON		HIPER PLUS ROVER		Survey Tools
	TOPCON	TP-L46GV	LASER PIPE LEVEL AND REMOTE	VD0108	Survey Tools
	TOPCON		SLOPE SENSOR		Survey Tools
	TOPCON	FC-250	DATA CONNECTORS (2 EA) W/ TRIPOD	L12124/L12131	Survey Tools
	TOPCON		HIPER GA BASE-ROVER KIT		Survey Tools
2011	TOPCON		HIPER GA BASE-ROVER KIT	49073	Survey Tools
2014	TOPCON		GPS SET ON D6N DOZER		Survey Tools
2015	TOPCON		HIPER & BASE SET		Survey Tools
2015	TOPCON		HIPER & OAF BUNDLE		Survey Tools
2015	Topcon 3D X-63i	X-63i	Topcon GPS equipment		Survey Tools
2016	NORTHROP GRUMMAN		QUADCOPTER DRONE & SOFTWARE PACKAGE		Survey Tools
2016	MCPHERSON SYSTEMS	M30F	TRENCH BURNER 30'	1116160	Incinerator
2016	MCPHERSON SYSTEMS	M30F	TRENCH BURNER 30'	1116140	Incinerator
2016	MCPHERSON SYSTEMS	M30F	TRENCH BURNER 30'	1116150	Incinerator
2016	MCPHERSON SYSTEMS	M30F	TRENCH BURNER 30'	1216180	Incinerator
	AIR CURTAIN DESTRUCT	CP2000	TRENCH BURNER 20'		Incinerator
2015	LOADSCAN LTD	LVS-3TMM	VOLUMETRIC SCAN SYSTEM MOBILE		Scale / Measure
2018	MCPHERSON	M30F	TRENCH BURNER 30'	0418330	Incinerator
2018	MCPHERSON	M30F	TRENCH BURNER 30'	0618350	Incinerator
2005	MANDALAY	42 FT	MOTOR HOME 42 FT	4U2ABFDC45CU44120	RV
2006	IDLE TIME	2875 FRKSS	REC VEHICLE HOME 34 FT	1A9AA02NX6A014456	RV, Trailered
2012	JAYCO	32TSBH	REC VEHICLE HOME 32 FT	1UJB0BS2C18V0070	RV, Trailered
2011	FOREST RIVER	CARDINAL	REC VEHICLE 5TH WH 32 FT	4X4FCAG2XBG096805	RV, Trailered
2017	FOREST RIVER	35BL	REC VEHICLE 5TH WH 40 FT	5ZT3SP0BXHF491914	RV, Trailered
2007	JAYCO	328 RLS	R/V, 32 ft	1UJB02R171EA0315	RV, Trailered
2018	JAYFLIGHT	212QBW	R/V, 28 ft	1UJB0BL8J75Z0499	RV, Trailered
2018	JAYFLIGHT	212QBW	R/V, 28 ft	1UJB0BL6J75Z0582	RV, Trailered
2018	JAYFLIGHT	212QBW	R/V, 28 ft	1UJB0BL5J75Z0587	RV, Trailered
2018	JAYFLIGHT	212QBW	R/V, 28 ft	1UJB0BL9J75Z0589	RV, Trailered
2019	COLEMAN	264RLWE	R/V, 30 ft	4YDT26425KY938602	RV, Trailered
2019	COLEMAN	264RLWE	R/V, 30 ft	4YDT26428KY938612	RV, Trailered
2019	COLEMAN	264RLWE	R/V, 30 ft	4YDT2642XKY938613	RV, Trailered
2017	COLEMAN	LANTERN 26BH	R/V, 26 ft Bunkhouse, conventional	4YDT26226HM930463	RV, Trailered
2018	FOREST RIVER	CATALINA 26 BH	R/V, 26 ft Bunkhouse, conventional	5ZT2CARB7JK001869	RV, Trailered
2006	GULF STREAM	CAVALIER	2 ROOM 8' X 32'	1NL1GTR2861066640	RV, Trailered
2006	GULF STREAM	CAVALIER	GUTTED FOR OFFICE 8' X 32'	1NL1GTR2961014160	RV, Trailered

Model Yr	Manufacturer	Model	Description	VINNumber	Car Type
2021	COLEMAN	LT 262BH	R/V 26 ft	4YDT26226MM932532	RV, Trailered
2021	COLEMAN	LT 262BH	R/V 26 ft	4YDT26224MM932531	RV, Trailered
2020	COLEMAN	LT 262BH	R/V 26 ft	4YDT26223LH932625	RV, Trailered
2019	FOREST RIVER	291 BHS	R/V 29 ft	5ZT2CAUB6K4032611	RV, Trailered
2007	SKYLINE DISPLAYS		MARKETING DISPLAY 10 X 30		Marketing Tools
2012	FORD	F250	TRUCK PICKUP	1FDBF2A69CEB45336	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A6XCEB45278	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A67CEC96742	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A68CEA94024	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A64CEA94067	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A63CEB75352	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A60CEA93966	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A68DEB65501	Truck, Pickup (Light) <10K
2013	FORD	F250	TRUCK PICKUP	1FDBF2A61DEB63699	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A64CEA93842	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A60CEC83797	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A67CEB75385	Truck, Pickup (Light) <10K
2013	FORD	F250	TRUCK PICKUP	1FDBF2A60DEB25672	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A60CEB45323	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A68CED00717	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A65CEB45320	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A64CEB45325	Truck, Pickup (Light) <10K
2012	FORD	F250	TRUCK PICKUP	1FDBF2A61CEC77765	Truck, Pickup (Light) <10K
2009	GMC	SIERRA 1500	TRUCK PICKUP	1GTEK39079Z217509	Truck, Pickup (Light) <10K
2006	FORD	F150	TRUCK PICKUP	1FTPW14V26FB11731	Truck, Pickup (Light) <10K
2009	DODGE	RAM 1500	TRUCK PICKUP	1D3HV18T79S793895	Truck, Pickup (Light) <10K
2016	GMC	SIERRA 1500	PICKUP 2WD 1/2 TON	1GTN1LBC4GZ901644	Truck, Pickup (Light) <10K
2007	INTERNATIONAL	9200I	TRACTOR SEMI DAY CAB WB 181	2HSCEAPR27C427411	Tractor - Semi
2007	INTERNATIONAL	9200I	TRACTOR SEMI DAY CAB WB 181	2HSCEAPR47C427118	Tractor - Semi
2007	INTERNATIONAL	9200I	TRACTOR SEMI DAY CAB WB 181	2HSCEAPR77C427419	Tractor - Semi
2007	INTERNATIONAL	9200I	TRACTOR SEMI DAY CAB WB 181	2HSCEAPR37C427420	Tractor - Semi
2007	INTERNATIONAL	9200I	TRACTOR SEMI DAY CAB WB 181	2HSCEAPRX7C475495	Tractor - Semi
2007	INTERNATIONAL	9200I	TRACTOR SEMI DAY CAB WB 181	2HSCEAPR87C475494	Tractor - Semi
2007	INTERNATIONAL	9200I	TRACTOR SEMI DAY CAB WB 181	2HSCEAPR47C475492	Tractor - Semi
2007	INTERNATIONAL	9200I	TRACTOR SEMI DAY CAB WB 181	2HSCEAHR47C392174	Tractor - Semi
2007	INTERNATIONAL	9200I	TRACTOR SEMI DAY CAB WB 181	2HSCEAPR27C427618	Tractor - Semi
2007	INTERNATIONAL	9200I	TRACTOR SEMI DAY CAB WB 181	2HSCEAPR47C427619	Tractor - Semi
2007	INTERNATIONAL	9200I	TRACTOR SEMI DAY CAB WB 181 (not roadworthy)	2HSCEAPR37C427630	Tractor - Semi
2007	INTERNATIONAL	9200I	TRACTOR SEMI DAY CAB WB 181	2HSCEAPRX7C364736	Tractor - Semi
2007	INTERNATIONAL	9200I	TRACTOR SEMI DAY CAB WB 181	2HSCNSCR07C545954	Tractor - Semi
2007	INTERNATIONAL	9200I	TRACTOR SEMI DAY CAB WB 181	2HSCEAPR07C427620	Tractor - Semi
2007	INTERNATIONAL	9200I	TRACTOR SEMI DAY CAB WB 181	2HSCNSCRX7C557707	Tractor - Semi
2007	INTERNATIONAL	9200I	TRACTOR SEMI DAY CAB WB 181	2HSCNSCR37C557712	Tractor - Semi
2007	INTERNATIONAL	9200I	TRACTOR SEMI DAY CAB WB 181	2HSCEAPR47C366563	Tractor - Semi
2007	INTERNATIONAL	9400I SBA 6X4	TRACTOR SEMI DAY CAB	2HSCNSCR77C557714	Tractor - Semi
2013	INTERNATIONAL	PROSTAR (6X4)	TRACTOR, SEMI DUAL AXLE	3HSDJAPR7DN363084	Tractor - Semi
2014	INTERNATIONAL	PROSTAR (6X4)	TRACTOR, SEMI DUAL AXLE	3HSDJAPR1EN766995	Tractor - Semi
2014	INTERNATIONAL	PROSTAR (6X4)	TRACTOR, SEMI DUAL AXLE	3HSDJAPR0EN766972	Tractor - Semi
2014	INTERNATIONAL	PROSTAR (6X4)	TRACTOR, SEMI DUAL AXLE	3HSDJAPR3EN767016	Tractor - Semi
2014	INTERNATIONAL	PROSTAR (6X4)	TRACTOR, SEMI DUAL AXLE	3HSDJAPR8EN785253	Tractor - Semi
2014	INTERNATIONAL	PROSTAR (6X4)	TRACTOR, SEMI DUAL AXLE	3HSDJAPR9EN767019	Tractor - Semi
2014	INTERNATIONAL	PROSTAR (6X4)	TRACTOR, SEMI DUAL AXLE	3HSDJAPR6EN785283	Tractor - Semi
2015	INTERNATIONAL	PROSTAR (6X4)	TRACTOR, SEMI DUAL AXLE	1HSDJAPR0FH117975	Tractor - Semi

Model Yr	Manufacturer	Model	Description	VINNumber	Car Type
2015	INTERNATIONAL	PROSTAR (6X4)	TRACTOR, SEMI DUAL AXLE	1HSDJAPR1FH117886	Tractor - Semi
2015	INTERNATIONAL	PROSTAR (6X4)	TRACTOR, SEMI DUAL AXLE	3HSDJAPR8FN118393	Tractor - Semi
2008	FORD	F550	TRUCK BUCKET	1FDAF57R58ED46401	Truck - Bucket
2009	CHEVROLET	C8500	TRUCK BUCKET	1GBS8C4B89F406458	Truck - Bucket
2010	INTERNATIONAL	4300	TRUCK BUCKET	1HTMMAAN2AH213303	Truck - Bucket
2008	FORD	F550	TRUCK BUCKET	1FDAF57R88ED23341	Truck - Bucket
2008	FORD	F550	TRUCK BUCKET	1FDAF57R48EC84523	Truck - Bucket
2010	FORD	F550	TRUCK BUCKET	1FDAF5GR5AEA39932	Truck - Bucket
2008	INTERNATIONAL	7400	TRUCK BUCKET	1HTWHAAR38J568208	Truck - Bucket
2020	INTERNATIONAL	HV607	TRUCK, BUCKET	3HAEKTAT2ML107243	Truck - Bucket
2006	PETERBILT	335	TRUCK ROLL OFF	2NPLLZ0X26M887918	Truck, Straight
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3925FS819043	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3929FS819045	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3920FS819046	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3922FS819047	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3924FS819048	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3926FS819049	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3922FS819050	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3924FS819051	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3926FS819052	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3928FS819053	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS392XFS819054	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3921FS819055	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3923FS819056	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3925FS819057	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3927FS819058	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3929FS819059	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3925FS819060	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3927FS819061	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3929FS819062	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3920FS819063	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3922FS819064	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3924FS819065	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3926FS819066	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3928FS819067	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS392XFS819068	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3922FS819095	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3924FS819096	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3926FS819097	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3928FS819098	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS392XFS819099	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3925FS819110	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3927FS819111	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3929FS819112	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3920FS819113	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3922FS819114	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3924FS819115	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3926FS819116	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3928FS819117	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS392XFS819118	Trailer, Dumping
2015	SDI	TANDEM	TRAILER SIDE DUMP TANDEM	1S9DS3921FS819119	Trailer, Dumping
2000	TRAILMOBILE		LIVE FLOOR TRAILER SOFTSIDE	1PT01ABH5Y9016157	Trailer, Walking Floor
2000	TRAILMOBILE		LIVE FLOOR TRAILER SOFTSIDE	1PT01ABH7Y9016158	Trailer, Walking Floor

Model Yr	Manufacturer	Model	Description	VINNumber	Car Type
1995	EAST		LIVE FLOOR TRAILER - SCALE INSTA	1E1U1Y284SRG17406	Trailer, Walking Floor
1997	EAST		LIVE FLOOR TRAILER	1E1U1Y284VRE20255	Trailer, Walking Floor
2004	TITAN	48	LIVE FLOOR TRAILER - SCALE INSTA	2K9WF1L274H035008	Trailer, Walking Floor
2004	TITAN	48	LIVE FLOOR TRAILER	2K9WF1L204H035237	Trailer, Walking Floor
1995	EAST		LIVE FLOOR TRAILER	1E1U1Y286SRL18500	Trailer, Walking Floor
2010	GREAT DANE		TRAILER FLATBED 36' X 108"	1GRDM7329AH712592	Trailer, Flat Deck
2019	LOAD KING	503/554	TRAILER LOWBOY	5LKL54358K1030861	Trailer, Lowboy
2019	LOAD KING	FL201-37	AXLE PIN ON	5LKF05115J1030798	Trailer, Lowboy
2019	FONTAINE	MAGNITUDE 55H	TRAILER LOWBOY	57JE53306K3575808	Trailer, Lowboy
2019	FONTAINE	AXLE MAGNITUDE	AXLE PIN ON	57JM05107K35P1579	Trailer, Lowboy
2002	COZAD	RGN	TRAILER, LOWBOY RGN	1C9WL452221772042	Trailer, Lowboy
2017	FELLING	FT40-2	TRAILER 40K GVW	5FTCF3220J1001775	Trailer, Tag
2017	FELLING	FT40-2	TRAILER 40K GVW	5FTCF3222J1001759	Trailer, Tag
2017	FELLING	FT40-2	TRAILER 40K GVW	5FTCF3226J1002171	Trailer, Tag
2017	FELLING	FT40-2	TRAILER 40K GVW	5FTCF3224J1003898	Trailer, Tag
2017	FELLING	FT40-2	TRAILER 40K GVW	5FTCF3220J1003882	Trailer, Tag
2011	HILLTOP	10X36	TRAILER, OFFICE 10 x 36	9904	Trailer, Temp Job
2019	THUNDER CREEK	EV990	TRAILER FUEL TANDEM 12K	56ZL1UF20JP000692	Trailer
2019	THUNDER CREEK	EV990	TRAILER FUEL TANDEM 12K	56ZL1UF21JP000667	Trailer
2019	THUNDER CREEK	MTT920	TRAILER, FUEL	56ZL1UJ20KP000992	Trailer
2021	PJ		TRAILER, SIGN/LANDSCAPE		Trailer, Light
2021	PJ TRAILER	UK122	TRAILER, SIGNAGE	3CVUK1223M2622957	Trailer
2020	FELLING	FT14	TRAILER, 14K TILT DECK	5FTBE2522L2001388	Trailer, Carhauler
2020	FELLING	XF-110-3 HDG	TRAILER, LOWBOY	5FTSL5332M1000882	Trailer, Lowboy
2019	BIG TEX	4GN-20BK+5	TRAILER, GOOSENECK	16VGX2029K6068230	Trailer, Open Deck
2017	BIG TEX	14ET	TRAILER UTILITY 14K GVW	16VEX2028H2083437	Trailer, Open Deck
2017	LOAD TRAIL	EQ102-20T7-MPD	TRAILER UTILITY 14K GVW	4ZECH2022H1139048	Trailer, Open Deck
2018	LOAD TRAIL	EQ102-20T7-MPD	TRAILER UTILITY 14K GVW w/ ramps	4ZECH2429J1152220	Trailer, Open Deck
2017	LOAD TRAIL	T83-16+4T7T-G	TRAILER UTILITY 14K GVW, Tilt Deck	4XETD2024H1141136	Trailer, Open Deck
2018	LOAD TRAIL	T83-16+4T7T-G	TRAILER UTILITY 14K GVW, Tilt Deck	4ZETD202XJ1150459	Trailer, Open Deck
2017	LOAD TRAIL	CH102-20T7-DOF	TRAILER UTILITY 14K GVW	4ZECH2022J1150735	Trailer, Open Deck
2011	TOWMASTER	T10DD	TRAILER UTILITY 10K GVW	4KNUC1424BL160417	Trailer, Open Deck
2019	BIG TEX	14GN20+5 SR	TRAILER 20' GOOSENECK 16K	16VGX202XK6086056	Trailer, Open Deck
2019	SPARTAN	SP	TRAILER, CARGO 6 x 12	50XBE1222KA014514	Trailer, Light
2019	CARRY-ON	CX12CGECTP	TRAILER, CARGO	4YMB1215KR002883	Trailer
2019	CARRY-ON	CX12CGECTP	TRAILER, CARGO	4YMB1216KR002889	Trailer
2019	HAULMARK	PP612S2	TRAILER, CARGO	7KD1E1216KU001032	Trailer
2019	HAULMARK	PP612S2	TRAILER, CARGO	7KD1E1213KU001053	Trailer
2019	HAULMARK	PP612S2	TRAILER, CARGO	7KD1E1219KU001056	Trailer
2019	HAULMARK	PP612S2	TRAILER, CARGO	7KD1E1211KU001066	Trailer
2019	CARRY-ON	6X12CGRECTP	TRAILER, CARGO	4YMB1218KR003994	Trailer
2019	CARRY-ON	6X12CGRECTP	TRAILER, CARGO	4YMB1217KR003999	Trailer
2019	CARRY-ON	6X12CGRECTP	TRAILER, CARGO	4YMB1218KR004000	Trailer
1996	STOUGHTON	TRL SE	TRAILER, SEMI CARGO	1DW1A532XTS005608	Trailer, Semi Cargo
2014	MCCLOSKEY	36X80 TRACKSTACKER	CONVEYOR 36X80	82788	Conveyor
2014	MCCLOSKEY	36X80 TRACKSTACKER	CONVEYOR 36X80	82789	Conveyor
2014	MCCLOSKEY	48X80 TRACKSTACKER	CONVEYOR 48X80	84006	Conveyor
2017	PORTABLE STACKERS LL	36X80	CONVEYOR 36X80		Conveyor
2017	KEESTRACK	S5 - 40X75	CONVEYOR TRACKED 40X75	04-KS195	Conveyor
2018	KEESTRACK	S5 - 40X75	CONVEYOR TRACKED	04-KS238	Conveyor
2018	BARFORD	TR8036	CONVEYOR TRACKED 36X65	KE-TR8036-C-A-160	Conveyor
2012	VECOPLAN		UNLOADER WALKING FLOOR		Conveyor
2017	JP CONVEYORS	30X60	CONVEYOR RADIAL STACKER 30X60 ELECT 20HP	306	Conveyor

Model Yr	Manufacturer	Model	Description	VINNumber	Car Type
2017	JP CONVEYORS	30X60	CONVEYOR RADIAL STACKER 30X60 ELECT 20HP	307	Conveyor
	WESTERN	STRIKER	SANDER ON UNIT 49		Sander
2017	APEX	IS30HLBTHD	BOX ROLL OFF 30YD TUB		Container, Storage
2017	APEX	IS30HLBTHD	BOX ROLL OFF 30YD TUB		Container, Storage
2017	APEX	RDS30ROBT	BOX ROLL OFF 30YD TUB		Container, Storage
2017	APEX	RDS30ROBT	BOX ROLL OFF 30YD TUB		Container, Storage
2019	ALLOY WELDING		CONTAINER, WASTE 30 YD w/ Divider		Container, Waste Hauling
			CONTAINER OPEN TOP 20' on Tag Trailer	DAYU 250356-9	Container, Product Hauling
			CONTAINER OPEN TOP 20' on Tag Trailer 265	POCU 402768-1	Container, Product Hauling
			CONTAINER 10X8	HCZU 200451-2	Container, Storage
	SWENSON	EV100	SANDER ON UNIT 136	1011-4778	Sander
			CONTAINER 8X8, Grinder Support	USAU 024361-5	Container
			CONTAINER 8X8	USAU 743896-4	Container
			CONTAINER 10'	FLXU 143561-6	Container
			CONTAINER OPEN TOP 20' on Tag Trailer		Container, Product Hauling
			CONTAINER OPEN TOP 20' on Tag Trailer		Container, Product Hauling
			CONTAINER OPEN TOP 20' on Tag Trailer		Container, Product Hauling
			CONTAINER OPEN TOP 20' on Tag Trailer		Container, Product Hauling
			CONTAINER OPEN TOP 20' on Tag Trailer	SLSU 310304-5	Container, Product Hauling
			CONTAINER OPEN TOP 20' on Tag Trailer		Container, Product Hauling
			CONTAINER 20'	VALU 200259 0	Container, Product Hauling
			CONTAINER 10'	ARTU 107042-1	Container, Shipping/Transport
			CONTAINER 20'	ARTU 220152-6	Container, Shipping/Transport
			CONTAINER 20'	ARTU 203569-9	Container, Shipping/Transport
2015			CONTAINER 10'	FBXU 819002-2	Container
2016			CONTAINER 40'	PHTU 400059-4	Container
2015			CONTAINER 40'	OKFU 508182-0	Container
			CONTAINER 40'	ARTU 402072-2	Container, Shipping/Transport
			CONTAINER 20'	ARTU 220114-6	Container, Shipping/Transport
			CONTAINER 20'	VCXU 201987-3	Container, Shipping/Transport
			CONTAINER 6'	BSLU 060107-1	Container, Shipping/Transport
			CONTAINER 20'	RGHU 107061-0	Container
			CONTAINER 20'	MANU 341124-6	Container
			CONTAINER 20'	WSCU 325910-0	Container
			CONTAINER 20'	WSCU 325242-4	Container
			CONTAINER 40'	TGHU 775109-0	Container
2019	VERMEER	TG7000	GRINDER, TUB	1VRY46365K1001071	Grinder, Tub
2015	VERMEER	HG8000	GRINDER HORIZONTAL TRI-AXLE	1VR250383F1000122	Grinder, Horizontal
2001	DIAMOND Z	1463B	GRINDER TUB	147260	Grinder, Tub
2013	DOPPSTADT	3060K Type C	SHREDDER SLOW-SPEED TRACKED	194	Shredder
2016	VERMEER	HG6000	GRINDER HORIZ. TRAILER	1VRY44318F1001077	Grinder, Horizontal
2015	VERMEER	HG6000	GRINDER HORIZ. W/ TRAILER DOLLY	1VRY39310F1001087	Grinder, Horizontal
2018	VERMEER	HG6800TX	GRINDER HORIZ. W/ TRAILER DOLLY	1VRK48047J1000104	Grinder, Horizontal
2018	VERMEER	HG6800TX	GRINDER HORIZ. W/ TRAILER DOLLY	1VRK4804XJ1000114	Grinder, Horizontal
2018	VERMEER	HG6800TX	GRINDER HORIZ. W/ TRAILER DOLLY	1VRK48048J1000130	Grinder, Horizontal
2018	VERMEER	TG7000	GRINDER 11' TUB ON TRI-AXLE	1VRY46367K1001072	Grinder, Tub
2019	VERMEER	HG6800TX	GRINDER HORIZ. W/ TRAILER 1412A	1VRK4804XK1000132	Grinder, Horizontal
2005	CATERPILLAR	M313C	EXCAVATOR WHEELED BUCKET/THUMB	CATM313CJBD02178	Excavator
2020	VERMEER	HG6800TX	GRINDER HORIZ. W/ TRAILER DOLLY	1VRK48047L1000168	Grinder, Horizontal
2011	VOLVO	EC210C	EXCAVATOR MARSH	VCEC210CV00111421	Excavator
2009	CATERPILLAR	M316D	EXCAVATOR WHEEL BUCKET/THUMB	CATM316DPW6A01102	Excavator
2015	DEERE	290G	EXCAVATOR	EE706256	Excavator
2019	CATERPILLAR	330F TC	EXCAVATOR W/ HYDRAULIC THUMB	CAT0330FV/HCK20220	Excavator

Model Yr	Manufacturer	Model	Description	VINNumber	Car Type
2017	CATERPILLAR	336F	EXCAVATOR	0RKB20064	Excavator
2015	CATERPILLAR	336F	EXCAVATOR 60" BUCKET	RKB01614	Excavator
2015	CATERPILLAR	336F	EXCAVATOR	RKB01616	Excavator
2015	CATERPILLAR	336F	EXCAVATOR	RKB01538	Excavator
2015	CATERPILLAR	336F	EXCAVATOR	RKB01226	Excavator
2012	HITACHI	ZX210LC-3	EXCAVATOR W/ HYDRAULIC THUMB	220953	Excavator
2012	HITACHI	ZX210LC-3	EXCAVATOR W/ HYDRAULIC THUMB	221207	Excavator
2010	HITACHI	ZX210LC-3	EXCAVATOR W/ HYDRAULIC THUMB	214932	Excavator
2014	DEERE	544K	LOADER, WHEEL	1DW544KHJEE662717	Loader
2018	DEERE	324K HL	LOADER, WHEEL	1LU324KHHZB049840	Wheel Loader
2016	DEERE	724K	LOADER, WHEEL	1DW724KZAHF681276	Loader
2018	DEERE	544K-II	WHEEL LOADER	1DW544KZTJF689845	Loader
2013	DEERE	544K	WHEEL LOADER	1DW544KHHDE653781	Loader
2006	CATERPILLAR	345C L	EXCAVATOR	PJW01325	Excavator
2012	CATERPILLAR	336E	EXCAVATOR	CAT0336EPBZY01603	Excavator
2018	CATERPILLAR	950M	LOADER WHEEL	CAT0950MHJ1S01665	Loader
2017	DEERE	324K	LOADER WHEEL	1LU324KXPZB041136	Wheel Loader
2016	CATERPILLAR	938M	LOADER, WHEEL	CAT0938MEJ3R02057	Loader
2018	DEERE	324K	LOADER, WHEEL	1LU324KXLZB048130	Wheel Loader
2015	CATERPILLAR	336F	EXCAVATOR	RKB00658	Excavator
2015	CATERPILLAR	336F	EXCAVATOR 60" BUCKET	RKB00642	Excavator
2018	CATERPILLAR	325F LCR	EXCAVATOR	CAT0325FANDJ20192	Excavator
2015	CATERPILLAR	325F LCR	EXCAVATOR	CAT0325FEXAA10318	Excavator
2016	CATERPILLAR	320FL TH P	EXCAVATOR	CAT0320FHYBM10247	Excavator
2011	CATERPILLAR	320E LRRTHP	EXCAVATOR	CAT0320E0TFX01603	Excavator
2014	CATERPILLAR	D5K2	DOZER	KYY01192	Dozer
2013	CATERPILLAR	D6N LGP	DOZER	PBA00883	Dozer
2017	CATERPILLAR	299D2	LOADER, SKID	0FD202471	Loader - Skid-Track
2015	CATERPILLAR	299D2XHPCA	LOADER, SKID	0DX203188	Loader - Skid-Track
2018	CATERPILLAR	299D2XHP	LOADER, SKID	CAT0299DPDX203454	Loader - Skid-Track
2014	CATERPILLAR	D5K2	DOZER	KYY0658	Dozer
2017	BOBCAT	S590	SKID LOADER	AR9R18151	Loader - Skid
2016	BOBCAT	S595	SKID LOADER	B3NL11335	Loader - Skid
2015	CATERPILLAR	259D	SKID LOADER TRACKED	CAT0259DCFTL03853	Loader - Skid-Track
2014	BROCE	CR-350	SWEEPER	408348	Sweeper
2014	BROCE	CR-350	SWEEPER	408936	Sweeper
2014	BROCE	CR-350	SWEEPER	408944	Sweeper
2013	HYUNDAI	30L-7M	FORKTRUCK 6000# LP 60" FORKS	HHKHHF19CD0000404	Forktruck
2006	MAST EXPLORER	H25DA4WD	FORKTRUCK 5000# 4WD DIESEL 60" FORKS	4HD6173C	Forktruck
2006	CATERPILLAR	P6500D	FORKLIFT 6500# DIESEL	AT14E50277	Forktruck
2013	DEERE	524K	WHEEL LOADER	1DW524KZKCE650402	Loader
2015	DEERE	544K	WHEEL LOADER	1DW544KZCEE663019	Loader
2020	SENNEBOGEN	718ME	TREE CARE HANDLER, RUBBER TIRE	718.0.2052	Forestry Equipment
2020	SENNEBOGEN	718ME	TREE CARE HANDLER, RUBBER TIRE	718.0.2081	Forestry Equipment
2021	SENNEBOGEN	728ME	TREE CARE HANDLER, RUBBER TIRE	728.0.1007	Forestry Equipment
2021	SENNEBOGEN	718 R HD	TREE CARE HANDLER, TRACKED	718.5.2124	Forestry Equipment
2021	SENNEBOGEN	738ME	TREE CARE HANDLER, RUBBER TIRE	738.0.1005	Forestry Equipment
2015	CATERPILLAR	CS56B	ROLLER 84" SMOOTH DRUM SHEEPFOOT KIT	VS5600119	Compactor
2012	CATERPILLAR	CP44	66" ROLLER SHEEPFOOT	MPC00220	Compactor
2006	CATERPILLAR	MT875B CHALLENGER	TRACTOR TRACK DRIVE	AFCC0875JNSLF1011	Tractor - Tracked
2006	CATERPILLAR	MT875B CHALLENGER	TRACTOR TRACK DRIVE	AFCC0875VNSLF1013	Tractor - Tracked
2011	DEERE	9630S	TRACTOR 4WD	1RW9630EVBEO23233	Tractor - Farm
2017	BOBCAT	V519	TELEHANDLER	B3YH11215	Telehandler

Model Yr	Manufacturer	Model	Description	VINNumber	Car Type
2017	BOBCAT	V519	TELEHANDLER	B3YH11220	Telehandler
2013	BOBCAT	V417	TELEHANDLER	AC1C15209	Telehandler
2015	BOBCAT	V417	TELEHANDLER	AC1C15492	Telehandler
2009	BOBCAT	V417	TELEHANDLER	AC1C11121	Telehandler
2009	BOBCAT	V417	TELEHANDLER	AC1C11139	Telehandler
2007	BOBCAT	V723	TELEHANDLER	368012186	Telehandler
2017	PRINCETON	PB55	FORKLIFT PIGGYBACK	0470398C	RENTAL Const Aux Equip
2017	CATERPILLAR	272D2	SKID LOADER	CAT0272DKBL200882	Loader - Skid
2007	BOBCAT	S150	SKID LOADER	529711393	Loader - Skid
2010	BOBCAT	S175	SKID LOADER	A3L536823	Loader - Skid
2005	CATERPILLAR	268B	SKID LOADER	CAT0268BCLBA00557	Loader - Skid
2018	DEERE	GATOR TS	UTILITY VEHICLE 4X4 2 PERSON	1M04X2SJVJM130729	Utility Vehicle
2016	POLARIS	RANGER	UTILITY VEHICLE 4X4 4 PERSON	4XARVAD17H7743797	Utility Vehicle
2011	KAWASAKI	4010	UTILITY VEHICLE 4X4 2 PERSON	JK1AFCM1788507826	Utility Vehicle
2018	EZGO	L6 G	UTILITY CART 6 PERSON GAS	3316974	Utility Vehicle
2015	MAGNUM PRO	MWT 500	WATER WAGON, 500 GAL	1506197	Trailer
2018	MULTIQUIP	WT5C	WATER WAGON, 500 GAL	47262	Trailer
2018	MULTIQUIP	WT5C	WATER WAGON, 500 GAL	52534	Trailer
2018	MULTIQUIP	WT5C	WATER WAGON, 500 GAL	52535	Trailer
2019	MULTIQUIP	WT5C	WATER WAGON, 500 GAL	52719	Trailer
2019	MULTIQUIP	WT5C	WATER WAGON, 500 GAL	52720	Trailer
2019	MULTIQUIP	WT5C	WATER WAGON, 500 GAL	52721	Trailer
2019	MULTIQUIP	WT5C	WATER WAGON, 500 GAL	52722	Trailer
2020	VIRNIG	ISP84	GRAPPLE BUCKET	161958	Attachment, Grapple Bucket
2020	VIRNIG	ISP84	GRAPPLE BUCKET	161958	Grapple Bucket
2020	VIRNIG	ISP84	GRAPPLE BUCKET	163099	Attachment, Grapple Bucket
2020	VIRNIG	ISP84	GRAPPLE BUCKET	163099	Grapple Bucket
2014	DEERE	1810E	PAN EJECTOR 12.5 STRUCK 18.3	1T81810EVE0120905	Scraper
2005	DEERE	1810E	PAN EJECTOR 12.5 STRUCK 18.3	T81810E050107	Scraper
2017	FLECO	PRW-17-120QAGR	GRAPPLE RAKE	59856	Attachment, Grapple Bucket
2017	FLECO	PRW-17-120QAGR	GRAPPLE RAKE	59856	Grapple Bucket
2015	JRB		BUCKET 5.5 CUYD ROLLOUT	0615AKR38547	Attachment, Bucket
2015	JRB		BUCKET 5.5 CUYD ROLLOUT	0615AKR38547	Bucket
2006	JRB		BUCKET 4 YD GRAPPLE	0706-103844-1	Attachment, Bucket
2006	JRB		BUCKET 4 YD GRAPPLE	0706-103844-1	Bucket
	LABOUNTY	HDR70S	GRAPPLE DEMO	70711	Attachment, Grapple Bucket
	LABOUNTY	HDR70S	GRAPPLE DEMO	70711	Grapple Bucket
	PEMBERTON	EGR500	GRAPPLE DEMO	7231013	Attachment, Grapple Bucket
	PEMBERTON	EGR500	GRAPPLE DEMO	7231013	Grapple Bucket
2014	DEERE	AT340353-544	BUCKET 3 YD	2012195	Attachment, Bucket
2014	DEERE	AT340353-544	BUCKET 3 YD	2012195	Bucket
2017	VIRING		BUCKET SNOW 84"	126723	Attachment, Bucket
2017	VIRING		BUCKET SNOW 84"	126723	Bucket
2017	VIRING		BUCKET SNOW 84"	126724	Attachment, Bucket
2017	VIRING		BUCKET SNOW 84"	126724	Bucket
			GRAPPLE RAKE		Attachment, Grapple Bucket
			GRAPPLE RAKE		Grapple Bucket
	TAG	CFRTD	GRAPPLE RAKE	218618-10	Attachment, Grapple Bucket
	TAG	CFRTD	GRAPPLE RAKE	218618-10	Grapple Bucket
	CATERPILLAR		FORKSET 42"		Attachment, Forks
	CATERPILLAR		FORKSET 42"		Forks
2017	VIRNIG	ISG78	GRAPPLE	127150	Attachment, Grapple Bucket
2017	VIRNIG	ISG78	GRAPPLE	127150	Grapple Bucket

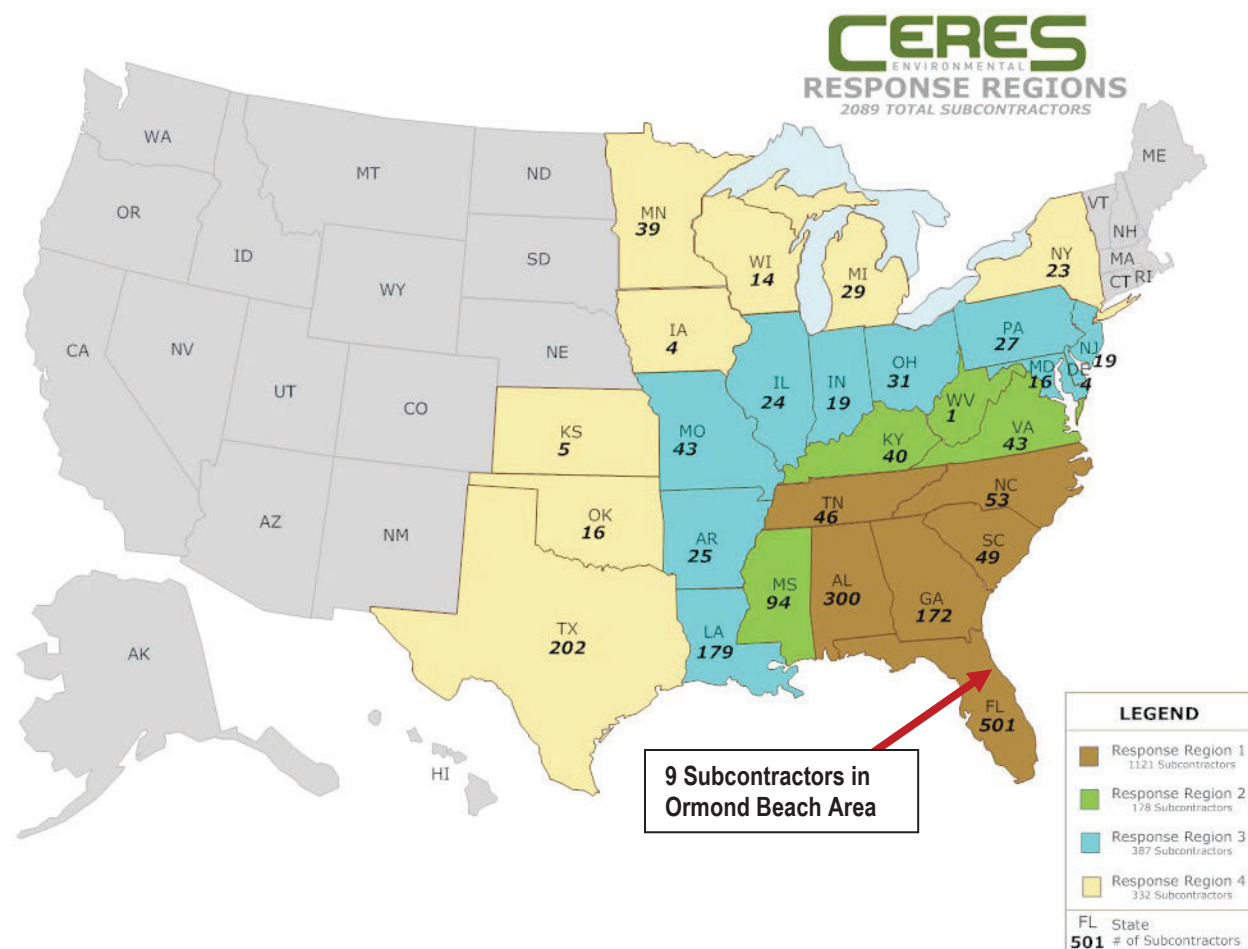
Model Yr	Manufacturer	Model	Description	VINNumber	Car Type
2015	HLA ATTACHMENTS	HD5560	GRAPPLE 90" HD SKELETON SKIDLOADER PLATE	15332526	Attachment, Forks
2015	HLA ATTACHMENTS	HD5560	GRAPPLE 90" HD SKELETON SKIDLOADER PLATE	15332526	Forks
2017	VIRNIG	STG90	GRAPPLE 90" HD SKELETON SKIDLOADER PLATE	97943	Attachment, Grapple Bucket
2017	VIRNIG	STG90	GRAPPLE 90" HD SKELETON SKIDLOADER PLATE	97943	Grapple Bucket
2017	VIRNIG	SGV72	GRAPPLE	127334	Attachment, Grapple Bucket
2017	VIRNIG	SGV72	GRAPPLE	127334	Grapple Bucket
2017	VIRNIG	SGV72	GRAPPLE	127427	Attachment, Grapple Bucket
2017	VIRNIG	SGV72	GRAPPLE	127427	Grapple Bucket
2017	VIRNIG	SGV72	GRAPPLE	126866	Attachment, Grapple Bucket
2017	VIRNIG	SGV72	GRAPPLE	126866	Grapple Bucket
2017	VIRNIG	SBG72	GRAPPLE	120713	Attachment, Grapple Bucket
2017	VIRNIG	SBG72	GRAPPLE	120713	Grapple Bucket
2017	VIRNIG	ISG72	GRAPPLE	126865	Attachment, Grapple Bucket
2017	VIRNIG	ISG72	GRAPPLE	126865	Grapple Bucket
2017	VIRNIG	ISG72	GRAPPLE	127231	Attachment, Grapple Bucket
2017	VIRNIG	ISG72	GRAPPLE	127231	Grapple Bucket
2017	VIRNIG	STG84	GRAPPLE	127336	Attachment, Grapple Bucket
2017	VIRNIG	STG84	GRAPPLE	127336	Grapple Bucket
2013	BOBCAT	68 Inch	GRAPPLE	AFORO2992	Attachment, Grapple Bucket
2013	BOBCAT	68 Inch	GRAPPLE	AFORO2992	Grapple Bucket
2015	BOBCAT	80 Inch	GRAPPLE IND BUCKET	AFOPO2770	Attachment, Grapple Bucket
2015	BOBCAT	80 Inch	GRAPPLE IND BUCKET	AFOPO2770	Grapple Bucket
	CATERPILLAR		BUCKET GP 3YD	9734 05 1089	Attachment, Bucket
	CATERPILLAR		BUCKET GP 3YD	9734 05 1089	Bucket
	BOBCAT	72 PALLET FORK	FORK SET 6 FT 6000#	29900553	Forks
2017	BOBCAT	GRPL 74 INDL BKT	GRAPPLE BUCKET	AF0H06915	Attachment, Grapple Bucket
2017	BOBCAT	GRPL 74 INDL BKT	GRAPPLE BUCKET	AF0H06915	Grapple Bucket
	BOBCAT		FORK SET 4 FT		Forks
2017	VIRNIG	ISG78	GRAPPLE	127150	Attachment, Grapple Bucket
2017	VIRNIG	ISG78	GRAPPLE	127150	Grapple Bucket
2017	VIRNIG	ISG72	GRAPPLE	118110	Attachment, Grapple Bucket
2017	VIRNIG	ISG72	GRAPPLE	118110	Grapple Bucket
2018	VIRNIG	ISG72	GRAPPLE	128615	Attachment, Grapple Bucket
2018	VIRNIG	ISG72	GRAPPLE	128615	Grapple Bucket
2017	VIRNIG	ISG72	GRAPPLE	126610	Attachment, Grapple Bucket
2017	VIRNIG	ISG72	GRAPPLE	126610	Grapple Bucket
	PEMBERTON	CAT IT38 3 LFP	RAKE	1427-3-0697	Rake
2017	CERES		CLEAN OUT RAKE		Rake
2018	CERES		LAND PLANE SKID ATTACH		Attachment, Blade
2018	CERES		LAND PLANE SKID ATTACH		Blade
2020	SNOWDOGG	VXFII	PLOW, SNOW 8' 6" V STAINLESS & LIFT FRAME	M072403361 / 001853	Plow, Snow
2019	SNOWEX	SP-1675	SPREADER, SALT and MOUNT	TBD	Sander
2018	BOSS	9 FT	PLOW, SNOW 9' 2" V	401531631	Plow, Snow
2019	TYLERBUILT	SP-96	PLOW BLADE, SKID LOADER		Plow, Snow
2019	TYLERBUILT	SP-120	PLOW BLADE, SKID LOADER 10 FT, w/adapter for V723		Plow, Snow
2019	TYLERBUILT	RBG-72	GRAPPLE, SKID LOADER		Grapple
2019	TYLERBUILT	IC-66	GRAPPLE RAKE, SKID LOADER		Grapple
1997	CATERPILLAR		FORK SET 4 ft		Forks
	BOBCAT		FORKSET 42"		Forks
	BOBCAT		FORKSET 42"		Forks
2020	BAUERBILT	PF5000	FORKS, 42"	10159	Forks
	BOBCAT		BROOM, 68 INCH ANGLE	B4KZ01515	Broom
2015	D & E MFG		BLADE/ROLLER 16"		Grader

Model Yr	Manufacturer	Model	Description	VINNumber	Car Type
2016	D & E MFG		BLADE/ROLLER 16'		Grader
2016	D & E MFG		BLADE/ROLLER 16'		Grader
	BOSS	8 FT	PLOW, SNOW 8 ft 2 in	BC088678	Plow, Snow
2006	CENTRAL FABRICATORS	PC400LC-7	BUCKET, 2.83 cuyd excavator PC400		Attachment, Bucket
2006	CENTRAL FABRICATORS	PC400LC-7	BUCKET, 2.83 cuyd excavator PC400		Bucket
	OKADA	OKB308	HAMMER 2500#		Attachment, Hammer
	OKADA	OKB308	HAMMER 2500#		Hammer
	CATERPILLAR		BUCKET MUCK		Attachment, Bucket
	CATERPILLAR		BUCKET MUCK		Bucket
	TINK	R3058	BUCKET 5.75 CUYD ROLLOUT		Attachment, Bucket
	TINK	R3058	BUCKET 5.75 CUYD ROLLOUT		Bucket
	TINK	R3058	BUCKET 5.75 YD ROLLOUT JRB 416 COUPLER	R938314	Attachment, Bucket
	TINK	R3058	BUCKET 5.75 YD ROLLOUT JRB 416 COUPLER	R938314	Bucket
	TINK		BUCKET 12.5 YD ROLLOUT JRB 420 COUPLER	R1040317	Attachment, Bucket
	TINK		BUCKET 12.5 YD ROLLOUT JRB 420 COUPLER	R1040317	Bucket
	CATERPILLAR	336F	GRAPPLE DEMOLITION (DAMAGED ON JOB 3819 FALL 2019)	UEQ000434	Grapple
	CATERPILLAR	336F	GRAPPLE DEMOLITION	UEQ000435	Grapple
	CATERPILLAR	336F	GRAPPLE DEMOLITION	UEQ000436	Grapple
	CATERPILLAR	336F	GRAPPLE DEMOLITION		Grapple
2018	US PRIDE PRODUCTS	HF 300	STUMP SCREW	6061118	Attachment, Forestry
2018	US PRIDE PRODUCTS	HF 300	STUMP SCREW	6061118	Forestry
2018	US PRIDE PRODUCTS	HF 300	STUMP SCREW		Attachment, Forestry
2018	US PRIDE PRODUCTS	HF 300	STUMP SCREW		Forestry
2020	BOBCAT	6905425	FORK SET, HYDRAULIC	230802852	Forks
2018	DEERE	AT413238	BUCKET, 1.6 Yd Slot Connention	1048	Attachment, Bucket
2018	DEERE	AT413238	BUCKET, 1.6 Yd Slot Connention	1048	Bucket
2018	DEERE	AT413237	BUCKET, 1.4 Yd Slot Connention	163020	Attachment, Bucket
2018	DEERE	AT413237	BUCKET, 1.4 Yd Slot Connention	163020	Bucket
			BUCKET, MULCH LOADOUT, CAT 336F	00918	Attachment, Bucket
			BUCKET, MULCH LOADOUT, CAT 336F	00918	Bucket
			RAKE, ROOT		Rake
	HENSLEY	LD600	BUCKET	17425	Attachment, Bucket
	HENSLEY	LD600	BUCKET	17425	Bucket
2019	MILLER	BOBCAT 250	WELDER, KOHLER GAS ENGINE	MK140982R	Welder
2017	NORTH STAR	459382C	AIR COMPRESSOR STATIONARY 13HP VERTICAL	1115 7089	Compressor
			GROUP OF SIGNS BARRICADES ATTACHED		Traffic management
			SILT FENCE HOPPER FOR SKID LOADER		Hopper
2015	STIHL	MS661C	CHAINSAW 36" BAR	179296005	Power Tool
2015	STIHL	MS362C	CHAINSAW 20" BAR	502183436	Power Tool
			DOLLY GRINDER	SHOP BUILT UNIT	Dolly
			DOLLY GRINDER	1733	Dolly
			DOLLY GRINDER	1734	Dolly
			DOLLY GRINDER	1734	Dolly
			DOLLY GRINDER	1734	Dolly

Model Yr	Manufacturer	Model	Description	VINNumber	Car Type
2018	VMC	SD74	GRAIN DRILL w/ CULTIPACKER	SD7402190010	Seeder
2011	COMPANY WRENCH	SP15000	DUST SUPPRESSION UNIT	1101847	Dust Suppression
2018	BAD BOY	BZ60KT745P	MOWER, MAVERICK EZT 60	BMV60ZT74001190021	Mower
	GOCKEL	G50EL	GRINDING MACHINE, KNIFE SHARPENER	10848	Shop Tool
2014	CERES		PIPE WINCH SYSTEM		**PLACEHOLDER**
2019	CERES		PIPE WINCH SYSTEM		**PLACEHOLDER**
2019	CERES		PIPE WINCH SYSTEM		**PLACEHOLDER**
2012	MULTIQUIP	DCA45SSIU4C	GENSET 45KW	7205717	Generator
2015			COOLING SYSTEM		Environmental Control
2016	FLYGT	2640.181	PUMP ELECT DEWATERING		Pump
2016	WACKER	PT3A	PUMP 3" DEWATERING	24317906	Pump
2016	WACKER	PT3A	PUMP 3" DEWATERING	24309491	Pump
	GODWIN	CD100M	PUMP, 4" Dewatering	D-61193	Pump
	GODWIN	CD100M	PUMP, 6" Dewatering	D-41752A	Pump
2015	TEREX	RL4000	LIGHT PLANT 4 HEAD DIESEL	RL415-12345	Light Plant
2015	TEREX	RL4000	LIGHT PLANT 4 HEAD DIESEL	RL415-12354	Light Plant
2015	TEREX	RL4000	LIGHT PLANT 4 HEAD DIESEL	RL415-12750	Light Plant
2015	TEREX	RL4000	LIGHT PLANT 4 HEAD DIESEL	RL415-12759	Light Plant
2015	TEREX	RL4000	LIGHT PLANT 4 HEAD DIESEL	RL415-14389	Light Plant
2015	TEREX	RL4000	LIGHT PLANT 4 HEAD DIESEL	RL415-14392	Light Plant
2016	ALLMAND BROS	NL5000	LIGHT TOWER	06-00085	Light Plant
2016	ALLMAND BROS	NL5000	LIGHT TOWER	06-00087	Light Plant
2016	ALLMAND BROS	NL5000	LIGHT TOWER	06-00091	Light Plant
2016	ALLMAND BROS	NL5000	LIGHT TOWER	06-00097	Light Plant
2016	ALLMAND BROS	NL5000	LIGHT TOWER	06-00099	Light Plant
2016	ALLMAND BROS	NL5000	LIGHT TOWER	06-00101	Light Plant
	ALLMAND BROS	NL PRO II	LIGHT TOWER	1675PRO215	Light Plant
	ALLMAND BROS	NL PRO II	LIGHT TOWER	1676PRO216	Light Plant
2015	CERES		TIRE WASH FOR TRUCKING		Truck Tire Wash
2020	ELSA	SC140-1-ESTENMM_R5	LINE BORING/WELDING SYSTEM		Shop Tool
2008	JLG	3394RT	SCISSOR LIFT 33'	0200178613	Scissor Lift
2007	JLG	260MRT	SCISSOR LIFT 26'	0200172516	Scissor Lift
2008	JLG	260MRT	SCISSOR LIFT 26'	0200162245	Scissor Lift
2007	GENIE	4390 RT	SCISSOR LIFT 43'	GS900745381	Scissor Lift
2007	GENIE	4390 RT	SCISSOR LIFT 43'	GS900745383	Scissor Lift
2017	NORTH STAR	5500PPG	GENERATOR	0916 8511	Generator
2020	TOPCON		GPS BASE STATION, UHF 440-470	1448-15693	GPS System
2019	OPTIMA	OP-928	SCALE, PORTABLE TRUCK		Scale / Measure
2019	OPTIMA	OP-928	SCALE, PORTABLE TRUCK		Scale / Measure
2019	OPTIMA	OP-928	SCALE, PORTABLE TRUCK		Scale / Measure
	QUALITY MAT CO		MAT, RIG 8' X 40' X 6"	1638	Mats & Shoring
	QUALITY MAT CO		MAT, RIG 8' X 40' X 6"	11835	Mats & Shoring
	QUALITY MAT CO		MAT, RIG 8' X 40' X 6"	12036	Mats & Shoring
	QUALITY MAT CO		MAT, RIG 8' X 40' X 6"	12038	Mats & Shoring
	QUALITY MAT CO		MAT, RIG 8' X 40' X 6"	12044	Mats & Shoring
	QUALITY MAT CO		MAT, RIG 8' X 40' X 6"	12054	Mats & Shoring
	QUALITY MAT CO		MAT, RIG 8' X 40' X 6"	12117	Mats & Shoring
	QUALITY MAT CO		MAT, RIG 8' X 40' X 6"	12128	Mats & Shoring
	QUALITY MAT CO		MAT, RIG 8' X 40' X 6"	12130	Mats & Shoring
	QUALITY MAT CO		MAT, RIG 8' X 40' X 6"	12401	Mats & Shoring
	DURABAY		MATS, 4 x 8 x 3/4 inch (40 in a set)		Mats & Shoring
			Fill		**PLACEHOLDER**
			Furniture & Fixtures		Furniture & Fixtures

Model Yr	Manufacturer	Model	Description	VINNumber	Car Type
			Infrastructure Improvements		Infrastructure Improvement
			Infrastructure Improvements		Infrastructure Improvements
			Leasehold Improvements		Leasehold Improvement
			Leasehold Improvements		Leasehold Improvements
			Maintenance Scheduling Place Holder		Car, Passenger
			Generic		**PLACEHOLDER**
			test		Truck, Pickup (Light) <10K
	DEERE	4045-F280	MOTOR, PONY	PE4045L261647	Engine
	DEERE	4045-F280	MOTOR, PONY	PE404SL032645	Engine
	DEERE		MOTOR, PONY		Engine
	DEERE	4045D	MOTOR, PONY	PE4045D123544	Engine

C.2 Subcontracting Plan



Introduction

Our objective at Ceres Environmental Services, Inc. is to perform all work associated with this contract in an efficient and safe manner through the effective administration and management of our equipment, personnel, subcontractors, and suppliers. In accordance with Ceres' policies and programs, the work plan for this contract will be developed and executed assisting, counseling, advising, and utilizing, to the maximum extent possible and to the extent consistent with City of Ormond Beach's interest, Local and other Small Businesses (SB) as well as Small Disadvantaged Businesses (SDB) such as HUBZone, Veteran-owned (VO), Service Disabled Veteran-Owned (SDVO), Woman-Owned (WOSB) for the provision of equipment, labor, services and supplies.

It is important for Ceres to provide opportunities for local companies and their employees to work on any project that may result from this contract. Additionally, Ceres may directly employ individuals to work for Ceres on a project. Ceres has a very well-developed subcontracting plan, and Ceres also has a stellar record of implementing our plan and making payments to local subcontractors on past projects performed when Ceres is the prime contractor.

During our Hurricane Katrina response, Ceres was very successful in subcontracting with local companies. Our first priority is to give opportunities to local firms, and it is our commitment to meet or exceed other small business and minority hiring goals of Ormond Beach. We recognize the importance of bringing in local companies and thereby further assisting in the economic recovery of the local area.

Ceres paid local subcontractors 59.5% of subcontracted dollars during our response to Hurricanes Katrina and Rita in Louisiana, and successfully subcontracted to Small Disadvantaged Businesses (10.77%), Women Owned Businesses (18.25%) and Veteran Owned Businesses (8.38%).

Additionally, over the 2011 Alabama tornado season, Ceres paid 80% of subcontracting dollars to Alabama businesses. Ceres employs a Subcontract Manager who is dedicated to soliciting and involving local businesses with our projects. We look forward to using our subcontracting plan to further involve local businesses with work opportunities with Ceres.

Subcontracting to Firms within the Area of the Project

It is the intention, policy and practice of Ceres to utilize **local** subcontract services in the performance of the proposed contract to the maximum extent possible as consistent, within the requirements of **the Stafford Act**, Sec. 307, Use of Local Firms and Individuals (42 U.S.C. 5150), the prime contract and sound business practices and management policies. In General - In the expenditure of Federal funds for debris clearance, distribution of supplies, reconstruction, and other major disaster or emergency assistance activities which may be carried out by contract or agreement with private organizations, firms, or individuals, preference will be given, to the extent feasible and practicable, to those organizations, firms, and individuals residing or doing business primarily in the area affected by such major disaster or emergency. We recognize the advantages obtainable by utilizing other responsible and experienced firms who are capable of furnishing specialty services and products of high quality. First priority will be given to those subcontractors who are from or do business in the surrounding area.

A separate program will be included for local contractors that do not necessarily have goals established under the contract requirements. Ceres' internal subcontractor databases, on-line databases, online local business directories, and local government offices will be used to identify contractors in the immediate area. This is the process used quite successfully by Ceres on previous projects. The search and identification will validate the speed and performance level to mobilize contractors on site and begin the physical work. Our internal subcontractor database includes subcontractors who have expressed an interest in or assisted our firm in the successful completion of emergency response contracts. All efforts will be made to also procure supplies, materials and labor from local vendors.

Ceres has and will continue to communicate with local authorities, elected officials, and community organizations, its desire to hire local and small business enterprises and subcategory businesses to meet the requirements of FAR 19.704(a) and 52.219-9(d), DFARS Subpart 219.5, 219.704(a)(1), 219.705 and 252.219-7003 and meet specified goals for hiring SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones. Copies of the contract will be sent to Plan Rooms servicing the particular region in addition to our office in the project area. The contract will also be posted to a web site and potential subcontractor registration will also be available via web, FAX, direct contact (1-877-STORM12). A dedicated toll-free telephone service will be established specifically for subcontractors interested in contracting with Ceres. Ceres has made as many resources available to subcontractors as possible in order to initiate and facilitate communication.

The Manager of Administration and the Subcontract Manager will notify regionally based subcontractors of the issuance of a notice to proceed. Ceres' subcontractor database currently contains more than 2,000 disaster debris management prospective subcontractors who have contacted Ceres with an interest in subcontracting. More than 1,100 of these subcontractors have worked on Ceres' disaster projects, providing, along with Ceres' owned fleet, more than 7,000 pieces of loading and hauling equipment. While our database of qualified subcontractors is very large, it is our intention to select from a more regionally based group and have established for Ormond Beach four unique response regions. These are based on relative distance from your area and use straight-line miles and/or drive time to establish which region each state of potential subcontractors belongs in.

The following table contains information taken directly from our subcontractor database, showing the home state of operation and numbers of subcontractors, by the approximate drive times to Ormond Beach. A list of prospective Florida subcontractors is included in this proposal. Should you desire a listing of the Region 1-4 subcontractors by name and location; Ceres can provide such a list upon request.

Response Region 1: 240 straight-line miles or 6-8 hours driving time			
Alabama	300	North Carolina	53
Florida	501	South Carolina	49
Georgia	172	Tennessee	46
Subtotal of firms within 6-8 hours driving time = 1,121			
Response Region 2: 360 straight-line miles or 8-10 hours driving time			
Kentucky	40	Mississippi	94
Virginia	43	West Virginia	1
Subtotal of firms within 8-10 hours driving time = 178			
Response Region 3: 360 straight-line miles or 8-10 hours driving time			
Arkansas	25	Delaware	4
Maryland	16	Missouri	43
Illinois	24	New Jersey	19
Indiana	19	Ohio	31
Louisiana	179	Pennsylvania	27
Subtotal of firms within 8-10 hours driving time = 178			
Total Number of Subcontractors Within One Days Driving Time = 1,686			
Response Region 4: greater than 600 straight-line miles or more than 14 hours driving time			
Iowa	4	New York	23
Kansas	5	Oklahoma	16
Michigan	29	Texas	202
Minnesota	39	Wisconsin	14
Subtotal of firms greater than 14 hours driving time = 332			
Total Number of Subcontractors Within Two Days Driving Time = 2,018			

Ceres Subcontract Manager and Duties

The Ceres Subcontract Manager is:

Tia Laurie
Subcontract Manager
Ceres Environmental Services, Inc.
6968 Professional Parkway
Sarasota, FL 34240
(800) 218-4424
tia.laurie@ceresenv.com

Ms. Laurie's responsibilities include:

- Identification, development, and maintenance of source lists of small, small disadvantaged, and women-owned small business concerns. Verifying the list of subcontract entities, or database, is properly maintained.
- Develop outreach programs through advertising; broadcast fax solicitations; networking with local and national organizations such as SBA, applicable trade unions, Chambers of Commerce etc.
- Ensuring the inclusion of targeted business concerns in all solicitations for services or products; and ensuring that all solicitations are structured to permit the maximum possible participation by targeted concerns.
- Ensuring that certain solicitations or sources sought are restricted to SDB concerns (competitive basis).
- Ensuring the establishment and maintenance of records of all subcontract awards to ensure appropriate documentation of non-selection of bids submitted by targeted enterprises.
- Ensuring the preparation and submittal of all compliance reports.
- Maintaining records and measuring performance against established goals.
- Advise, train, and foster project management personnel on the purposes of the SB Subcontracting Program.
- To ensure any provided study or reports are formatted in a manner compliant with the contract or otherwise acceptable to the City.

- Encouraging all employees and subcontractors to attend off-site training courses offered by public and private entities in small business development and small business program goals. Arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 99-661, Section 1207 and Public Law 100-180, Section 806 on purchasing procedures.
- Participate in voluntary federal programs which encourage the private sector to utilize SDBs, SBs, WOSBs, VOs, SDVOs, and HUBZone subcontractors.
- Ensuring periodic rotation of potential subcontractors on bidder's lists.
- Identification of other SB concerns when the number of prospective sources is not adequate using the internet or other mass media as a resource.
- Review and approval of SB subcontracting plans submitted by large businesses.
- Maintaining requirements of the prime contract in subcontract agreements. Verification that subcontract agreements contain flowdown clauses.
- Prepare and submit semi-annual and annual subcontracting reports.
- Reporting progress in achieving goals under this program to senior level management.
- Implementation of an "in-reach" program that provides targeted businesses access to project managers and key personnel.

Methods Utilized To Develop and Achieve Subcontracting Goals

Ceres will utilize a minimum of one subcontract manager and/or specialists in the execution of this contract. All personnel are familiar with and recognize Ceres' commitment to Public Law 99-661, Section 1207 and Public Law 100-180, Section 806 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 100-707 and Public Law. Ceres will conduct internal training seminars and workshops to assure staff compliance with requirements of FAR 19.704(a) and 52.219-9(d), DFARS Subpart 219.5, 219.704(a)(1), 219.705 and 252.219-7003 and meet specified goals for hiring SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZone subcontractors.

In addition to technical and field work subcontracted in association with this contract, buyers will make every effort to identify and utilize SBs & SDBs for supplies and services including but not limited to the following: Office and temporary housing service, Cleaning and supplies, Housekeeping Services, Laboratory Supplies and Services, Safeguarding and Security Services, and other supplies and services not typically identified for subcontract opportunities to targeted firms. Additionally, large business subcontractors will be counseled on the identification, evaluation, solicitation, and utilization of targeted businesses within their scope of services. Historically, principal items or areas we have identified for subcontract opportunities to SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones under these similar contracts include:

- Trucking and Hauling
- POL Products
- Nursery and Landscape Products and Services
- Sand and Aggregate
- Field vehicle supply, parts and service/maintenance
- Labor housing (tent and food service supply)
- Portable Toilet supply and service
- Office and temporary housing service, cleaning and supplies
- Office and clerical support staff
- General Laborers
- Parts, fuel, maintenance, and related equipment service
- Heavy Equipment Rental/Lease concerns
- Specialty services such as, but not limited to: sewer cleaning services, solid waste hauling, and recycling, tree removal and trimming, and demolition.

Through the application of Ceres' proven capabilities relative to technical performance and contract administration, it is our intent that the Owner be provided with the highest level of performance while still achieving our participation goals and capturing opportunities for these businesses while acquiring an expanded base of qualified small businesses; obtaining more competitive pricing on procurement opportunities resulting in cost savings; and achieving an increase in small business program goal

accomplishments. Achievement of these goals will be realized through the application of the following functions and activities:

- Identification and maintenance of a qualified potential Internal Subcontractor Database, which includes business status within each level of government.
- Developing and maintaining bidder's lists for each new project of SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones from all possible resources to include but certainly not limited to the Internal Database.
- Identification of all federal, state, and local government and private associations/coalitions for targeted businesses.
- Solicit, counsel, and discuss subcontracting opportunities with representatives of targeted business firms, and encourage certification of these firms prior to commencement of work.
- Provide assistance to business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Ensuring that procurement packages are designed to permit the maximum possible participation.
- Ensure that SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones concerns have an equitable opportunity to compete for subcontracts, and that other subcontracts and services are identified that will be restricted to competitive SDB bids. Identification of subcontracts for restricted competitive bid should consider all potential services and supplies and not only those traditionally awarded to SB or SDB firms. See also DFARS 219.705-4(d).
- Provide internal motivational training to encourage purchasing and contract administration personnel to meet or exceed these goals.
- Provide assistance to potential subcontractors in completing the System of Award Management (SAM)
- Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status for the purpose of obtaining a subcontract intended to be included as part or all of a goal contained within this subcontracting plan.
- Conduct reviews of subcontractor performance, providing feedback to SB and SDB firms relative to competency, abilities, experience and capacity and provide technical assistance to any firms as appropriate, based on the outcome of the review.
- Submit the required reports and documentation of all efforts used to identify and solicit targeted business concerns.
- Participate and cooperate in any studies or surveys that may be requested by the Owner or other agencies.

Utilization of Small Business Concerns and Small Disadvantaged Business Concerns

It is the policy of Ceres and its agents, hereinafter referred to as "contractor" or "contractor plan," to hire small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals. Ceres agrees to carry out this policy in awarding to subcontractors, to the fullest extent possible, consistent with the efficient performance of this agreement and its options. Ceres agrees to cooperate in any studies or surveys that may be conducted by the City as may be necessary to determine the extent of Ceres' compliance with this clause.

As used in this plan, the term "small business concern" (SB) will mean a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" (SDB) will mean a business concern:

- (1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially or economically disadvantaged individuals; and
- (2) Whose management and daily business operations are controlled by one or more such individuals.

Ceres will presume that socially and economically disadvantaged individuals include Black-Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and other minorities, or any individual found to be disadvantaged by the Administration pursuant to 8(a) of the Small Business Act.

Utilization of Service Disabled-Veteran, Veteran-Owned and Women-Owned Small Business Concerns

It is the policy of Ceres to hire small business concerns and small business concerns owned and controlled by service-disabled veterans, veterans, and women. Service disabled veteran and women owned, as used in this clause, means businesses that are at least 51 percent owned by veterans, service disabled veterans or women who are United States citizens and who also control and operate the business. Ceres agrees to use its best efforts to give veteran, service disabled veteran, and women-owned small businesses the maximum practical opportunity to participate in subcontract awards to the fullest extent consistent with the efficient performance of this contract plan.

Utilization of HUBZone Small Business Concerns

It is the policy of Ceres to hire HUBZone small business concerns. HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns Maintained by the SBA.

Description of Efforts to Ensure That SBs, Service Disabled Veteran Businesses, Woman-Owned Businesses, HUBZone Businesses, and SDBs Have an Equitable Opportunity to Participate In the Acquisition

Ceres agrees to use its best efforts to give targeted business the maximum practical opportunity to participate in subcontract awards to the fullest extent consistent with the efficient performance of this contract plan. Ceres will assist small business and small disadvantaged concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Payment schedules will be adjusted to allow for participation of all firms with cash flow concerns. Materials, Supplies, Equipment and Services will be identified and discussed with these concerns. These items include POL products, Parts and Equipment, and Services (Equipment rental, equipment subcontracting, etc.).

Records and Source Documents

The types of records maintained and procedures adopted to demonstrate compliance with the requirements and goals of the Small Business Subcontracting Plan include the following:

1. Source Lists (The following source lists for targeted firms are representative and are not intended to be construed as sole sources of this information. Ceres is making every effort to identify, log, and procure the necessary contractor data to allow for the fair and equitable participation in this contract. The following listings are provided as an immediate source of contractors that qualify as SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones:

- SBA Dynamic Small Business Search
- List of Federally Registered Contractors for Contractor Compliance
- American Business Information Business USA
- List of Minority Businesses Councils
- Business Development Agencies
- DOD Subcontracting Directory
- Department of the Treasury, Small Business Subcontracting Opportunities
- Small Business Administration, Subcontracting Opportunities Directory
- State and Regional Small Business Administration (SBA) Resources
- National Minority Purchasing Council Vendor Information Service
- Research and Information Division of the Minority Business Development Agency in the Department of Commerce
- Trade Associations for SB, VO, SDVO, HUBZone SB, SDB, and WOSB Concerns.
- Dun and Bradstreet Procurement Planning Directory
- Participation in various local, regional, and national SB trade associations and conferences
- Membership in SB organizations, development organizations, and various government organizations
- SBA Commercial Market Representative (CMR)

Additionally, Ceres has contacted city, county and municipal minority business development offices as additional resources to identify SB and SDB firms.

2. For each subcontract solicitation resulting in an award of more than \$ 10,000.00, Ceres will retain documentation to indicate:

- Whether small business concerns were solicited and if not, why not
- Whether small disadvantaged business concerns were solicited and if not, why not
- Whether women owned small business concerns were solicited and if not, why not
- The reason award was not made to a small business concern
- Records of outreach efforts to contact:
 - Trade Associations
 - Business Development Organizations
 - Conferences and Trade Fairs
 - Records of Internal Guidance
 - Records of Subcontractors Award Data

3. Ceres Subcontractor Database Management

Ceres' existing subcontractor database has been developed through out-reach efforts including, but not limited to: advertising; broadcast fax solicitations; networking with local and national organizations such as the AGC, applicable trade unions, and Chambers of Commerce, etc. This database contains thousands of subcontractors who have registered with us on-line at www.ceresenvironmental.com. This registration process requires potential subcontractors to indicate their small business subcategory status. The database is continually updated and used by Ceres in recruiting and hiring appropriate subcontractors to meet the requirements of FAR 19.704(a) and 52.219-9(d), DFARS Subpart 219.5, 219.704(a)(1), 219.705 and 252.219-7003 and meet specified goals for hiring SDBs, SBs, WOSBs, VOs, SDVOs, and HUBZone subcontractors.

The Subcontract Manager will ensure that the subcontractor database modified for this project is appropriate for the type of information required to be retained and suitable in terms of generating utilization data and contract information for bid solicitations. Specific elements of the management of this system include:

Addition and Deletion from Master List of Subcontractors including the following:

- Contact Person
- Company
- Address
- Telephone
- Email if available
- Equipment Available
- Labor Available
- Time Needed to Mobilize
- Status, Category

Additional Requirements of Contractors when Added to Master List

- Annual business updates, faxed or mailed
- Request to be maintained on Ceres qualified subcontractor list
- Insurance Capability
- Bonding Capability
- Subcontract Package to Include Subcontract Forms and Standard Government Contract Clauses

Addition and Deletion of Resource Centers such as:

- Contractor Associations
- State, Federal, and Local Subcontractor Management
- Procurement Automated Source System
- National Minority Purchasing Council Vendor Information Service

- Council Vendor Information Service
- Research and Information Division of the Minority Business Development Agency
- Sources used are the SBA's procurement automated source system (PASS)
- National Purchasing Council Vendor Information Service
- Minority Business Development Agency
- U.S. Department of Commerce
- Local Minority Business Development Centers
- Economic Development Centers
- National American Indian Enterprise Development

At present, Ceres' subcontractor database includes SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones utilized by Ceres on past projects totaling in excess of 500 Million Dollars, those who have responded to a solicitation by Ceres by means of a letter of interest inquiry executed by a company representative having signatory authority, and those who have been otherwise identified as a potential subcontractor by the Subcontract Manager through various means mentioned herein.

In addition, Ceres modified the corporate website (www.ceresenvironmental.com) to include an electronic means of potential subcontractor registration with our firm. This website provides potential subcontractors the opportunity to register with Ceres their pertinent company information, current business status, and capabilities. This information is linked to upload into our database facilitating more ready access by means of database inquiry to locate specific types of contractors, specific types of business concerns, and/or specific locations. The information required to be submitted by each potential subcontractor, which is retained in the database, includes:

Information provided by the subcontractors in the registration includes the following:

- Contractor Name
- Address
- Phone/Fax Number
- Email Address
- Business Type (SBs, SDBs, WOSBs, VOs, SDVOs, and HUBZones)
- Ownership Information
- Years in Business
- Insurance Information
- Equipment Available (type and quantity)

All potential vendors and subcontractors will be integrated into the Ceres Subcontractor Database modified specifically for this project. This (Access) database retains basic subcontractor information (name, address, and contact information), types of equipment or services provided, any pricing agreement, and business status. In addition, this system tracks work or services provided by each organization, amounts invoiced, and goals. This active vendor base will continue to be broadened throughout the performance of this contract as additional potential vendors and subcontractors are identified and/or as additional needs/solicitations arise. Efforts to broaden this vendor database will also be in conformance to those requirements of FAR 19.704(a) and 52.219-9(d), DFARS Subpart 219.5, 219.704(a)(1), 219.705 and 252.219-7003. The provision of certain services or materials sought in support of this contract may be restricted to competitive bids received from only SDBs. Such restrictions will be identified by the Project Manager and communicated to the appropriate buyer(s) or contract administrator assisting in solicitation of competitive bids.

Ceres is able to utilize the information in this database, then, to contact potential subcontractors who may be interested and capable of providing specific services to our company. By identifying any parameters, such as service type or business location, Ceres can quickly generate an extensive list of potential subcontractors, meeting the criteria of a disadvantaged business as discussed in this plan, for the purposes of soliciting a competitive bid for such services.

Award to any given subcontractor will be contingent upon the provision of basic company information, current licensing, as required, and the verification of current insurance information (general liability, automobile, and workers compensation). Other factors may include capacity, capability, experience, and abilities of the firm. The Subcontract Manager can provide direction and assistance to any such firms not

readily meeting all of the required or desired business elements in an effort to assist the firm in overcoming such obstacles.

4. Records of internal guidance and encouragement provided to acquisition personnel through workshops, seminars, training programs, incentive awards, and monitoring to evaluate compliance with program requirements.

Past Performance

On USACE projects performed by Ceres, in Puerto Rico during the 1998 and 1999 hurricane seasons (Hurricane George), 100% of all subcontracting dollars went to locally-based Small and various Disadvantaged Business concerns. Additionally, on USACE projects performed in Louisiana in response to Hurricanes Katrina and Rita, 59.5% of subcontracted dollars went to local businesses and 76.1% of the dollars subcontracted to small business went to local small businesses. While utilizing 1,619 vendors and subcontractors, Ceres exceeded all of its subcontracting goals of USACE contract number W912P8-D-05-0024. During Ceres' the Alabama tornados response in 2011, Ceres used over 80% local and minority subcontractors to complete various projects.

During the performance of the above-mentioned contracts Ceres successfully utilized several hundred local SB and SDB firms, and was able to exceed the proposed award goals for SB, SDB, WOSB, VO, SDVO, and HUBZone firms. Numerous other government projects have been completed by Ceres over the course of the past 25 years with successful utilization (meeting or exceeding established goals) of local and other Small Businesses, SDBs, WOSBs, VOs, SDVOs and HUBZone small businesses.

Based on our historically successful contract performance and utilization goals, Ceres anticipates that the completion of work under this contract for City of Ormond Beach will also be successful in meeting, minimally, the stated goals contained within this plan.

List of Potential Subcontractors

Category Key: SB = Small Business; WO = Woman-Owned Small Business; VO = Veteran-Owned Small Business; SDVO = Service-Disabled Veteran Owned Small Business; 8a = Currently 8a Certified; SDB = Small Disadvantaged Business; HUB = HUB Certified

Local Subcontractors

SOW	Company	City	Certs
Debris Removal	Big League Landscape of Daytona Beach	Ormond Beach	SB
Debris Removal, Blue Roof	County Line Services Llc	Ormond Beach	SB
Other Services	Hilda Ever Mac John Llc	Daytona Beach	
Debris Removal, Tree Trimming	S & P Brush Removal	Daytona Beach	SB, VO, SDVO
Debris Removal, Construction	Coastal Building Solutions Specialists	Port Orange	SB
Debris Removal	Select 3	Port Orange	SB
Debris Removal, Tree Trimming	Terrific Turf Lawn Care Landscaping	Port orange	SB
Debris Removal, Construction	Laster Holdings, LLC	New Smyrna Beach	SB
Debris Removal	Motorway Inc	Deland	SB

Florida Subcontractors

SOW	Company	City	Certs
Debris Removal	Branching Out Tree Care	Alford	
Debris Removal, Tree Trimming	Chain Reaction Tree Services LLC	Apopka	SB
Debris Removal, Boat, Marine	Express Boat Transport Corp	Apopka	SB
Debris Removal, Construction	Green Side Up Land Management	Apopka	SB
Debris Removal, Tree Trimming	Champion Services of FL LLC	Apopka	
Debris Removal	Peight Timber Company Inc.	Arcadia	SB
Debris Removal, Tree Trimming	First Impressions Outdoor Inc.	Astatula	SB
Debris Removal	Hurricane Hero LLC	Auburndale	SB
Debris Removal, Construction	Precise Contracting LLC	Auburndale	SB

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SOW	Company	City	Certs
Suppliers and Material Providers	Corpac Steel Products	Aventura	
Debris Removal	Gibbons Fence Company	Bartow	SB
Debris Removal	D&G Logging & Trucking, LLC	Blountstown	SB
Debris Removal	G3 Construction Group	Blountstown	
Debris Removal	Innovative Environmental Services	Boca Raton	SB, WO
Debris Removal	Mhd Marketing Inc	Boca Raton	SB
Construction	Scionti Construction Group LLC	Boca Raton	SB
Debris Removal, Construction	Precision Emergency Response LLC	Bonifay	WO
Recycling	Barry Recycling	Bonita Springs	SB
Debris Removal, Tree Trimming	Caseys Tree Service	Bradenton	SB
Debris Removal, Construction, Demolition	Forristall Enterprises, Inc.	Bradenton	WO
Tree Removal	Olive Branch Ent of FL Inc.	Bradenton	SB
Debris Removal, Construction	Layers Asphalt	Brandon	SB,
Debris Removal	Scott McClain LLC	Brandon	SB
Debris Removal, Construction, Other Services	Trail Guides	Bristol	
Debris Removal	HernandoAg, Inc.	Brooksville	
Debris Removal	Fouraker Mechanical Heating And Air	Bryceville	SB
Debris Removal, Construction	ECO-2000, Inc.	Bushnell	
Debris Removal, Tree Trimming	Larios Trucking Inc	Canal point	SB
Debris Removal	Seaside Grounds Maintenance Inc	Cantonment	SB, WO
Debris Removal, Tree Trimming	G5 Unlimited LLC	Cape Coral	VO
Debris Removal	General Property Solutions	Cape Coral	SB
Stump	Linda Trucking	Cape Coral	SB, SDB
Blue Roof, Construction	Mike's Construction	Cape coral	WO
Debris Removal, Construction	Southwest Florida Seafood Import And Export, LLC	Cape Coral	SB, WO, VO
Debris Removal	Halls Debris Removal Inc	Caryville	SB
Debris Removal	Lanstar	Casselberry	SB, WO, DBE
Debris Removal, Tree Trimming	Tree Wise Urban Forestry	Casselberry	SB, WO, DBE
Hauling	AJO Services	Celebration	
Debris Removal	Rich's Lawn Service & Irrigation, LLC	Celebration	
Debris Removal, Tree Trimming	Larkins Landscape Irrigation	Clarcona	SB
Debris Removal and other services	AAA Service Company	Clearwater	
Debris Removal	J & J Property Maintenance And Tree Service	Clearwater	SB
Debris Removal, Blue roof	P&R Renovations & Procoatings, Inc.	Clearwater	
Debris Removal, Tree Trimming	Tri County Tree And Bobcat Service	Clearwater	
Hauling	ABC Transfer, Inc.	Clewiston	SB, WOB, SDB
Debris Removal, Blue Roof	Florida Steel Masters	Clewiston	SB
Debris Removal	OShea Contracting	Cocoa	SB
Debris Removal, Tree Trimming	All Florida Tree & Landscape, Inc	Coral Springs	
Debris Removal	Xtreme Land	Coral Springs	SB, WO
Debris Removal	Chris E Price LLC	Crawfordville	SB
Debris Removal, Tree Trimming	Classic Cuts & Landscaping Llc	Crestview	SB
Rental, Housing	CBC Real Estate LLC	Cutler Bay	SB
Debris Removal, Tree Trimming	Royal Tree Service, Inc.	Cutler Bay	
Debris Removal	Code 3 Enterprises	Dade City	SB, SDB, VO
Debris Removal, Landscaping	Complete Landscaping and Spray Services	Dade City	WO

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SOW	Company	City	Certs
Debris Removal	Davis Contracting	Dade City	SB
Debris Removal, Tree Trimming	Optimal Recovery, LLC	Dade City	SB
Debris Removal, Tree Trimming	Tropical Disaster Disposal	Dania	SDB, VO
Debris Removal	Empire Property Services Llc	Davie	SB, WO
Debris Removal, Landscape	Gradall Bobcat & Landscaping	Davie	SB
Debris Removal	Mike Navin LLC	Davie	
Other Services	Hilda Ever Mac John Llc	Daytona Beach	
Debris Removal, Tree Trimming	S & P Brush Removal	Daytona Beach	SB, VO, SDVO
Debris Removal	Motorway Inc	Deland	SB
Debris Removal, Snow Removal	All Around Building	Delray beach	SB
Blue Roof, Construction	Brink Roofing LLC	Delray Beach	
Debris Removal	Rogue Response LLC	Delray Beach	SDVO
Demolition	The BG Group, LLC.	Delray Beach	WO
Debris Removal	Captain Jambo's Construction	Destin	
Debris Removal	CR2 Services, LLC	Doral	SB
Debris Removal, Construction, Other Services	DC Engineering & Construction Group, Inc.	Doral	
Debris Removal	GH Builders Inc.	Doral	SB, SDB
Debris Removal, Tree Trimming	Hammock Tree Service	Dunnellon	SB
Debris Removal	National Fire Contracting	Dunnellon	
Debris Removal	Thielen Environmental LLC	Eagle Lake	SB
Debris Removal, Tree Trimming	J.J.S Tree Service, LLC	Eastpoint	
Debris Removal	JJs Tree Service LLC	Eastpoint	SB
Debris Removal, Construction	Howell Concrete & Land Service Inc	Englewood	SB
Debris Removal, Tree Trimming	All Season Lawnsclapes LLC	Fellsmere	SB
Debris Removal	Go Digga Inc	Fellsmere	SB
Debris Removal, Tree Trimming	Three D's Tractor Service, LLC	Fellsmere	SB
Debris Removal	Tate Transport Corporation	Fort Lauderdale	
Debris Removal	Wastetech	Fort Lauderdale	WO
Tree Removal	Big Tree, Inc.	Fort Myers	WO
Snow removal, Debris Removal and other services	County Waste, Inc	Fort Myers	SB, SDB
Debris Removal, Construction	Florida Contractors LLC	Fort Myers	SB
Debris Removal, Tree Trimming	Southern Coast Land Services	Fort Myers	
Debris Removal, Tree Trimming	The LSH Group, LLC	Fort Myers	SB, WO
Debris Removal, Tree Trimming	Tree Meister, LLC	Fort Myers	SB, DBE, 8A, VO, SDVO
Debris Removal, Construction	YG Construction Inc	Fort Myers	MBE
Debris Removal	12D Services	Fort Pierce	SB
Hauling	5B Land Clearing & Hauling	Fort Pierce	SB, WO
Debris Removal	Atlantic Coast Transport	Fort Pierce	
Debris Removal, Tree Trimming	Atlantic Custom Landscape	Fort Pierce	
Debris Removal, Construction	Back Forty, inc	Fort Pierce	SB, WO, SDB
Debris Removal	Blankenbaker Land Services Inc	Fort Pierce	SB, WO
Debris Removal, Construction	Catfish Development Solutions	Fort Pierce	SB, SDVO
Debris Removal	GNA Hauling	Fort Pierce	SB, WO
Debris Removal	Integrete Construction	Fort Pierce	SB
Debris Removal	JCP Enterprises, LLC	Fort Pierce	SB, VO
Debris Removal, Blue Roof	LNA Maint	Fort Pierce	SB
Debris Removal, Other Services	McCulley Marine Services, Inc.	Fort Pierce	SB

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SOW	Company	City	Certs
Debris Removal	Riverside Citrus Harvesting, LLC	Fort Pierce	
Debris Removal, Construction	South Florida Grading	Fort Pierce	
Debris Removal, Tree Trimming	South Florida Land Clearing, Inc.	Fort Pierce	
Debris Removal, Blue Roof	The Harrell, Group	Fort Pierce	SB, WO, SDB
Debris Removal, Tree Trimming	Green Innovative Services Inc	Fruitland Park	SB, WO
Debris Removal	James L King & Associates Inc	Ft Pierce	SB, WO
Environmental Consulting	GLE Associates	Gainesville	
Debris Removal	Handy Randys Services	Geneva FL	
Debris Removal, Tree Trimming	Jdmf Llc	Gotha	SB
Debris Removal	Brian's Hauling	Graceville	SB
Other Services	Circle B Express, Inc.	Graceville	
Debris Removal, Tree Trimming	Jason Branch Farms	Grand ridge	SB
Debris Removal	Spanish Trail Farms	Grand Ridge	
Debris Removal, Blue Roof, Construction	Highstyle Engineering And Construction Services LLC	Greenacres	SB, SDB
Hauling	Sade Transport, LLC	Greenwood	WO
Debris Removal, Construction	Code Red Enterprises, Llc	Groveland	SB, VO
Debris Removal	SiteWorx Commercial & Industrial Services LLC	Gulf Breeze	SB, WO
Debris Removal, Tree Trimming	Ace Tree Service Of Florida, LLC	Hamilton	SB
Debris Removal	DMW Logistic	Hawthorn	SB
Debris Removal, Construction	All Design Concrete Corp	Hialeah	SB, WO
Debris Removal	Coros Trucking LLC DbA Coros Transport	Hialeah	SB
Debris Removal, Construction	Relyc Contractor Corp.	Hialeah	
Debris Removal	Canpol Transport	Hialeah Gardens	SB
Engineering	Maytin Engineering, Corp.	Hialeah Gardens	SB
Debris Removal	Robert Foster	Hilliard	SB
Debris Removal, Construction	Bob Cantrell Trucking, LLC	Hobe Sound	
Debris Removal, Blue Roof	Clean All Products, Inc.	Hobe Sound	SB
Debris Removal	HaulinDixon	Hobe Sound	SB
Debris Removal, Tree Trimming	South Florida Tree Company	Hobe Sound	SB
Debris Removal	Waste Star Services	Holiday	SB,
Debris Removal, Construction	Hollywood Restoration, Inc.	Hollywood	SB
Debris Removal	K&R World Electrical Contractor's Inc.	Hollywood	SB,
Debris Removal, Tree Trimming	Landmark Landscape & Property Maintenance	Hollywood	SB
Debris Removal, Tree Trimming	Top Notch Property Solution Of South Florida	Hollywood	
Debris Removal, Construction	Florida Paving & Trucking Inc	Homestead	WO
Debris Removal	JT Hauling	Homestead	WO
Debris Removal, Tree Trimming	Landworkz South, Llc	Homestead	
Debris Removal	Load Masters Management, Inc.	Homestead	SB, WO
Debris Removal, Tree Trimming	SDAC	Homestead	SB, SDB, HUB Zone, 8(a), VO
Debris Removal, Tree Trimming	Hayden Bertrams Lawn Care Tree Care And Handyman Services	Homosassa	SB
Debris Removal, Tree Trimming	Myers Lawn Maintenance	Hosford	SB
	S&S Landscaping & Lawn Service, Inc.	Immokalee	
Debris Removal	Optimum Services, Inc.	Indiantown	SB, VO
Debris Removal, Tree Trimming	South Florida Palmetto Harvesting, LLC	Indiantown	WO
Debris Removal	Blue Ridge Recovery LLC	Intercession City	SB, WO
Debris Removal	Commercial Maintenance Group	Inverness	SB
Debris Removal, Construction	Rockline Construction LLC	Inverness	

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SOW	Company	City	Certs
Debris Removal Emergency Road Clearance Site Management	Canary Date Sculpting Inc	Jacksonville	
Other Services	Coastline Solutions Inc	Jacksonville	
Staffing, Recruiting, Security	DAK Resources, Inc.	Jacksonville	SB, VO, SDVO
Debris Removal, Construction	DMTM Enterprises, Inc.	Jacksonville	-
Debris Removal, Blue Roof	HD Marine LLC	Jacksonville	SB
Debris Removal	Interrail Signal Incorporated	Jacksonville	SB, WO
Debris Removal, Tree Trimming	Jax Debris Removal	Jacksonville	
Debris Removal, Tree Trimming	MY Contractors, Inc.	Jacksonville	WO, HUB, SDB
Debris Removal, Tree Trimming	Priority One Landscaping Professionals	Jacksonville	SB
Debris Removal, Construction	Rhino International LLC.	Jacksonville	SB, VO
Demolition	Surveve INC	Jacksonville	SDVO
Debris Removal, Tree Trimming	Taps Tree Service	Jacksonville	SB
Debris Removal, Tree Trimming	The Branch Manager	Jacksonville	
Debris Removal	Bills Discount, LLC	Jay	SB
Debris Removal, Tree Trimming	Integrity Landscape	Jupiter	SB
Debris Removal	Peyson Transport LLC	Jupiter	WO, SB, SMDA, VO
Vessel Removal	Action Boats LLC	Key Largo	SB
Debris Removal, Tree Trimming	KLBz Landscaping And Tree Service	Key Largo	SB, WO
Debris Removal	L T Group, Inc	Key Largo	WO
Fuel	Largo Logistics And Fuel Management, LLC	Key Largo	SB
Debris Removal, Tree Trimming	Toon Town Trash	Key Largo	SB
Debris Removal, Construction	C & D Heavy Equipment LLC	Kissimmee	SB, SDB
Debris Removal, Tree Trimming	Florida Boys Site Development	Labelle	WO
Debris Removal	Pequeno Harvesting, LLC	LaBelle	SB
Hauling	CKKS Transport, LLC	Lake City	SDB
Debris Removal, Tree Trimming	Heiderman Relief & Restoration	Lake City	
Debris Removal, Construction	JMR Services	Lake Placid	
Debris Removal	Lira Sod	Lake Placid	
Debris Removal	Disaster Strikes Again Llc	Lake wales	
Environmental Contractor	Air, Water & Soil Engineering, Inc.	Lake Worth	SB
Debris Removal	Lezcano Enterprises Llc	Lake Worth	SB, SDB
Debris Removal, Construction, Blue Roof	Mbi Project Management, LLC	Lake Worth	
Debris Removal, Tree Trimming	Landshark Land Management L.L.C.	Lakeland	SB
Debris Removal, Construction, Other Services	STAG Industries, LLC	Lakeland	WO
Debris Removal	Bay To Bay Tree Service Inc.	Largo	SB
Debris Removal, Construction	CMS Crawford Maintenance Services LLC.	Largo	SB, WO, SDB
Debris Removal, Construction	International Subsea Consultants	Largo	SB
Debris Removal	Island Recovery Services	Lauderdale Lakes	SDB
Debris Removal	7-H Enterprises, LLC.	Laurel	
Debris Removal, Tree Trimming	Marquez Trimming Inc	Lehigh Acres	
Debris Removal	Primo Enterprises Of Tampa, Inc.	Lithia	
Debris Removal, Construction	Commercial Residential Construction, LLC	Live Oak	SB
Debris Removal, Tree Trimming	The Plant Man Landscape & Design	Lloyd	SB
Debris Removal	A Sun State Trees, Inc.	Longwood	

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SOW	Company	City	Certs
Street Sweeping	Kleen Sweep, Inc.	Longwood	SB, Orange County SDVO
Debris Removal, Tree Trimming	American Hauling And Grading	Loxahatchee	SB
Debris Removal	Breen Aquatics, Inc	Loxahatchee	SB
Debris Removal, Tree Trimming	Pine Lake Nursery & Landscape	Lutz	
Snow Removal, Debris Removal	Sunset Bay Landscaping	Lutz	
Debris Removal, Construction	Lester D. Plain & Son, LLC	Madison	SB
Debris Removal	Sampson Enterprises-Scattered Pines Sawmill	Madison	
Debris Removal	1st Class Restorations LLC	Marathon	SB
Debris Removal	Bigfoot Inc	Margate	SB
Debris Removal	Disaster Emergency Support, Inc.	Marianna	
Other Services	JPJ International Golf LLC	McAlpin	
Tree Removal	Peach Contracting Services, Inc.	Melbourne	
Debris Removal, Tree Trimming	A Native Tree Service	Miami	SB, WO
Debris Removal	A&e Transport Llc	Miami	
Debris Removal	A&J Transport, Inc.	Miami	SB, WO
Debris Removal,	A&mglobalen Export Corp	Miami	SB
Debris Removal	A1 Environmental Inc DbA A1E Group	Miami	
Debris Removal	A1E Group	Miami	
Debris	ABO Engineering Contractors	Miami	
Grinding	Atlas Grinding & Recycling Group LLC	Miami	SB
Debris Removal	Building Essentials And Training LLC	Miami	SB
Debris Removal	Cambridge Project Development Inc.	Miami	SB
Marine Debris	Caribbean Marine System Corp	Miami	SB
Construction	Caribe Construction Inc.	Miami	SB, WO
Debris Removal	Caruva INC	Miami	
Debris Removal, Construction	Continental Heavy Civil	Miami	
Debris Removal	Cornerstone Nine LLC	Miami	SB
Debris Removal	Dynamic Scapes Llc	Miami	SB
Other services	Elite Investments Group Corp	Miami	
Debris Removal	Hard Core Construction	Miami	SB
Debris Removal	Horsepower Service Llc	Miami	SB, WO
Debris Removal, Construction	Jam Logistics, Llc	Miami	SB,
Debris Removal, Tree Trimming	KB & JO Trucking Corp	Miami	SB
Debris Removal	La Ceiba Nursery	Miami	SB
Debris Removal	LT Group	Miami	
Debris Removal, Construction	MVS Industries	Miami	SB, DBE
Debris Removal	Nidiquar Services Llc	Miami	SB
Debris Removal	Raidan Development, LLC	Miami	
Debris Removal, Blue Roof, Construction	Rausa Builders	Miami	SB
Debris Removal	Recovery Right LLC DBA Gator Junk Removal	Miami	-
Debris Removal	Roadway Trucking Inc.	Miami	SB
Debris Removal	SeoaneFJ Inc.	Miami	SB
Equipment	South Coast Equipment LLC	Miami	
Debris Removal, Other Services	TakeStock, Inc	Miami	SB, SDB
Debris Removal, Construction	The Combined Group Corp	Miami	SB, SDB, 8(a)
Debris Removal, Tree Trimming	Thomas Maintenance Service LLC	Miami	SB, WO
Construction	Universal Partners Group	Miami	
Debris Removal	First 2 Truck Inc	Miami Beach	
Debris Removal	DSW Logistics	Miami Gardens	SB

City of Ormond Beach
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SOW	Company	City	Certs
Debris Removal, Construction	In Touch Logistics LLC	Miami Gardens	SB, SDB
Debris Removal	Team Ten Group Construction Corp	Miami Gardens	SB
Debris Removal	EE&G Disaster Response	Miami Lakes	
Debris Removal	EE&G Disaster Response, LLC.	Miami Lakes	SB
Debris Removal,	The Franklin Ray Group, Inc	Miami Lakes	SB
Debris Removal	Southern Bobcat Services LLC	Middleburg	
Debris Removal, Tree Trimming	Southern Tree Experts Llc	Middleburg	
Debris Removal, Blue Roof	HighSteele LLC	Milton	
Debris Removal	Hishsteele LLC	Milton	
Debris Removal,	Powell's Lawn And Landscape LLC	Minneola	SB, WO
Debris Removal	Four R Equipment	Miramar	SB, WO
Debris Removal, Tree Trimming	Franklin Ray Group, LLC.	Miramar	
Debris Removal	Manny Estrada	Miramar	
Debris Removal	Blue Skies Enterprises INC	Mount Dora	SB
Debris Removal, Tree Trimming	Sansom's Tree Service	Mulberry	SB
Debris Removal, Tree Trimming	Wilkerson Hydrology Service Inc	Mulberry	
Debris Removal	Apex Tree And Landscape	Myakka City	SB
Debris Removal	AcmeGrapple Service, LLC	Naples	
Debris Removal, Construction	Eagle Engineering And Land Development, Inc.	Naples	SB, 8(a)
Debris Removal, Construction	Parthenon Restoration & Remodeling Inc.	New Port Richey	SB
Debris Removal, Construction	Laster Holdings, LLC	New Smyrna Beach	SB
Debris Removal	EarthBalance	North Port	SB
Other services	Raucci Unleashed Inc	North Port	
Tree Trimming, Debris Removal	Conrad Tree Service (DBA) Flyway Access, LLC	Ocala	
Debris Removal, Tree Trimming	Arborist Aboard, Inc	Odessa	
Debris Removal	A Shaping Inc.	Okeechobee	SB
Debris Removal	A&S Clearing Llc	Okeechobee	SB, WO
Debris Removal	Alliance Satcom	Okeechobee	WO
Debris Removal, Blue Roof, Construction	Enviro-Tech Systems, Inc.	Okeechobee	SB
Debris Removal	MMS Restoration Services, LLC	Okeechobee	SB
Debris Removal	RDB Lawn Service And Landscape	Okeechobee	SB
Debris Removal	Southeastern Crane Academy	Okeechobee	SB
Debris Removal	Wise Choice Hauling	Okeechobee	SB
Debris Removal, Tree Trimming	Xtreme Property Services Inc.	Okeechobee	SB, WO
Debris Removal, Tree Trimming	Sunshine Outdoor Services Llc	Old Town	SB, WO, DBE
Debris Removal	First Rank Property Management LLC	Oldsmar	
Debris Removal	Ideal Estate Service Group	Oldsmar	SB
Debris Removal, Other Services	Tucker Enterprise Services, Inc.	Oldsmar	SB, SDB
Debris Removal,	Crossroads Site Development, LLC	Ormond Beach	SB, WO
Trucking	Atlantic Trucking & Warehousing	Opalocka	SB
Fuel	Agricultural Fuels Corp.	Orlando	SB
Debris Removal	Albert Moore, LLC	Orlando	
Debris Removal, Construction	APRO Construction Services, LLC	Orlando	
Debris Removal	Beejai Dasrat Lawn Service And Hauling	Orlando	SB
Debris Removal	Bennett Restoration Corp.	Orlando	
Debris Removal, Tree Trimming	DMC Tree Services LLC	Orlando	
Debris Removal	D-Three Enterprises, Inc.	Orlando	SB
Debris Removal, Other Services	Elite Quality Services LLC	Orlando	SDB
Debris Removal	Ellis Debris Haul	Orlando	SB

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SOW	Company	City	Certs
Debris Removal, Construction	EMI	Orlando	SB
Operations Support	First Choice Management Services, Inc.	Orlando	SB, WOB, SDB
Debris Removal, Tree Trimming	Greg Bear Tree Service, LLC	Orlando	SB
Debris Removal, Construction	Homes Made To Order, LLC	Orlando	SB, VO
Debris Removal	JCoombs Enterprises Inc	Orlando	SB,
Debris Removal	Jep Pros Enterprise	Orlando	
Debris Removal	Kissimmee B-Logistic Service	Orlando	SB, SDV
Debris Removal, Tree Trimming	Latasha Collins Lawn Care	Orlando	SB
Other Services	Loyal Source Government Services, LLV	Orlando	SB, SDVO
Debris Removal, Construction	Marion Bray	Orlando	SB
Debris Removal, Tree Trimming	Michael Lane's Tree Service	Orlando	SB
Debris Removal	Oversize Transport LLC.	Orlando	
Consulting, Mgmt	PSA Management, Inc.	Orlando	SDB
Hauling	Quality Choice Transportation Services	Orlando	
Debris Removal, Tree Trimming	Quisqueya Landscaping Services	Orlando	SB, SDB
Debris Removal	Siles And Sons Inc.	Orlando	SB
Debris removal, Tree Trimming	SWEETS: Crisis & Disaster Solutions, LLC	Orlando	VO, SDVO
Debris Removal, Tree Trimming	Terrascope LLC	Orlando	SB, WO
Debris Removal	White and Blue Group LLC	Orlando	SB
Debris Removal	Wholesale Kingdom, LLC	Orlando	
Staffing Agency	Work Horse Temps, LLC	Orlando	SB, SDB, SDVO
Debris Removal	Big League Landscape Of Daytona Beach	Ormond Beach	SB
Debris Removal, Blue Roof	County Line Services Llc	Ormond Beach	SB
Debris Removal	Crush-It, Inc.	Osprey	SB
Equipment Rental	Gulf Coast Equipment Services	Palatka	SB, WO
	Krebs Land Development	Palatka	SB
Debris Removal, Tree Trimming	LE Land Clearing LLC	Palatka	SB, SDVO
Debris Removal	Reliability Plus LLC	Palatka	
Debris Removal	CDM Trucking Inc	Palm bay	SB
Blue Roof, Construction	Florida Roof Design, inc.	Palm Bay	SB, WO
Debris Removal	Team Waterbury LLC	Palm Bay	SB
Debris Removal, Tree Trimming, Blue Roof	Tip Top Restoration	Palm Bay	SB
Debris Removal, Tree Trimming	Tree Service Express, Inc.	Palm Bay	SB
Demolition, Debris Removal	Alfys Trucking	Palm Bay	SDB
Debris Removal, Construction	Youtzy Sitework, Inc.	Palm Bay	SB
Debris Removal	Cesani International	Palm Beach	SB, WO
Debris Removal, Tree Trimming	Elegant Landscape and Design, Inc.	Palm Beach Gardens	
Debris Removal, Construction, Blue Roof	Griffin Global Systems	Palm Beach Gardens	SB, WO, HUB Zone
Debris Removal	Above & Beyond Landscaping, LLC	Palm City	
Debris Removal, Construction	ASU Enterprises Inc	Palm City	
Debris Removal, Construction	Thompson Contracting Group, Inc.	Palm City	SB
Debris Removal	Pellicer Home Improvement L.L.C.	Palm Coast	SB, VO
Hauling	S R Trucking	Palm coast	SB
Debris Removal, Blue Roof, Construction	A+ND2 Inc	Palm Harbor	SB
Hauling	Axe Home Services	Palm Harbor	
Debris Removal	V&M Tree Services, Inc.	Palm Harbor	
Construction, Debris Removal	Walker Quality Property Maintenance	Palm Harbor	

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SOW	Company	City	Certs
Debris Removal, Tree Trimming	Walker Tree Services	Palm Harbor	SB
Debris Removal, Construction	George Can Fix It Inc.	Palm Springs	
Debris Removal	AR Ramos Enterprises, Inc	Palmetto Bay	SB
Debris Removal	814 Sand Inc	Panama City	SB, WO
Waste Management	Brooks Environmental Solutions	Panama City	8(a)
Debris Removal, Tree Trimming	Coastal Clearing LLC	Panama City Beach	SB
Debris Removal, Tree Trimming	Miguel Lopez Jr Inc	Pembroke Pines	SB, HUB, 8A
Debris Removal, Construction	The Zenith Group Enterprises Corp	Pembroke Pines	SB, VO
Debris Removal	BKW, Inc.	Pensacola	WO
Debris Removal, Tree Trimming	Cutchins Tree Service	Pensacola	
Debris Removal	Emerald Coast Builders, Inc.	Pensacola	SB
Debris Removal	K H Fendley	Pensacola	SB,
Debris Removal, Tree Trimming, Blue Roof	Richbourg Landscaping	Pensacola	SB, SDVO
Debris Removal, Blue Roof, Construction	O.D.Jones Const	Plant City	SB
Debris Removal, Tree Trimming	Southern Timber, LLC	Plant City	WO
Debris Removal	Biocarbon Technologies Inc	Plantation	
Debris Removal	Liberty Hauling, Inc.	Polk City	WBE, SB, SDB
Debris Removal	411Junk LLC	Pompano Beach	SB
Debris Removal	D.O.M.E.W.O.N Tri-Investments, LLC	Pompano Beach	SB, HUB
Debris Removal	Eastern Waste Systems, Inc.	Pompano Beach	
Safety	Zone Protection	Pompano Beach	
Debris Removal	White Crane Service, Inc.	Ponte Vedra	SB
Debris Removal, Construction	Coastal Building Solutions Specialists	Port Orange	SB
Debris Removal	Select 3	Port Orange	SB
Debris Removal, Tree Trimming	Terrific Turf Lawn Care Landscaping	Port orange	SB
Construction	Prosource	Port Richey	SB
Debris Removal	Team Farrell	Port Richey	
Debris Removal	A Great Fence, LLC & AGF Sourcing	Port Saint Lucie	SB
Debris Removal	Don Pedro And Sons LLC	Port Saint Lucie	
Other Services	Premium Automall	Port Saint Lucie	SB
Debris Removal, Tree Trimming	Community Tree & Landscape Service Inc	Port Salerno	
Debris Removal	Dirty Deeds Land Services	Port St Lucie	WO
Courier and Delivery	Answer-The Call, LLC	Port St. Lucie	SB, VO, SDVO
Construction, Debris Removal	Beccera Construction of Central FL, Inc.	Punta Gorda	
Debris Removal	All Seasons	Reunion	SB
Debris Removal	Brent's Lawn Care	Rhotuna West	SB
Debris Removal	Adam Boyd Bobcat Service, Inc. DBA ABS, Inc.	Riverview	
Debris Removal	Andy Kemner	Riverview	SB
Debris Removal	Infinity Landscape	Riverview	SB
Safety	Alpha-Omega Training And Compliance Inc	Rockledge	VO
Debris Removal	Deluxe Trucking & Transport LLC	Royal Palm Beach	SB
Blue Roof	Gulf Atlantic Roofing Corp	Royal Palm Beach	WO
Debris Removal	All Out On A Limb, LLC	Ruskin	SB
Debris Removal, Tree Trimming	TJays Tree Service LLC	Ruskin	
Debris Removal, Tree Trimming	Coastal Tree Service Llc	Saint Augustine	SB
Debris Removal	Sanks Refuse Services, Inc	Saint Augustine	SB, WO
Debris Removal	T&B Debris Removal Services, LLC	Saint Augustine	WO

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SOW	Company	City	Certs
Blue Roof, Construction	TSK Exteriors LLC	Saint Cloud	SB, WO
Debris Removal, Blue Roof	USA Paint Colors LLC	Saint Cloud	
Debris Removal, Blue Roof, Construction	Wall Brothers Construction LLC	Saint Cloud	SB
Debris Removal	Advantage	Saint Petersburg	
Environmental Consulting	Advantage Environmental Services, Inc.	Saint Petersburg	SB, WO, HUB Zone, FL MBE
Debris Removal, Tree Trimming	Martin Arborcare LLC	Saint Petersburg	SB
Debris Removal	Alberto William Lawn Service LLC	Sanford	SDB
Debris Removal	Ciotti's Lawns & More For Life Inc.	Sanford	SB
Debris Removal, Tree Trimming	LandTek Environmental Services LLC	Sanford	SB
Debris Removal, Tree Trimming	Anderson Storm Cleanup	Santa Rosa Beach	WO
Debris Removal, Tree Trimming	Casey's Trees & More, LLC	Santa Rosa Beach	SB
Debris Removal, Construction, Blue Roof	Kimmers Fleet Management Service	Santa Rosa Beach	
Debris Removal, Construction	M2 Group	Santa Rosa Beach	
Debris Removal	Major Site Development	Sarasota	SB
	No Limit Diesel Performance INC	Sarasota	SB
Construction	RIM Express Inc.	Sarasota	
Debris Removal, Emergency Road Clearance, Tree Trimming & Removal, Stump Removal	True Tree Inc	Sarasota	
Equipment	XUMA Equipment	Sarasota	WO
Debris Removal	Camelot Debris Removal	Sebring	SB, WO, VO
Debris Removal	Senior Enterprises L.L.C.	Sebring	
Debris Removal, Tree Trimming	Thunderstruck Grading And Land Clearing, Inc.	Sebring	
Other Services	Florida Organic Solutions, Inc.	Seffner	SB
Hauling	Sabrina's Trucking LLC	Seffner	SB
Debris Removal, Construction	JDF Home Improvements, LLC	Seminole	SB
Debris Removal	Matthew McCabe	Seminole	SB
Debris Removal, Tree Trimming	Abba's Tree Service LLC	Silver Springs	WO, SDVO
Debris Removal	Environmental Cleaning Services	South Daytona	SB
Debris Removal	C & S Property Services LLC	Southwest Ranches	SB
Debris Removal,	McCall Aircraft Consulting, LLC	Southwest Ranches	SB
Debris Removal	Modern Scapes of South FL, LLC	Southwest Ranches	
Debris Removal, Construction, Other Services	Honc Industries	St. James City	SB
Debris Removal, Tree Services	Lake Area Tree Services	Starke	
Debris Removal, Cosntruction	Cacella Construction Inc.	Stuart	SB
Debris Removal, Tree Trimming, Stump	Double D's Lawn Service, Inc.	Stuart	
Construction	Rikedom LLC	Stuart	SB, 8A
Debris Removal, Construction	Travis Contracting Services	Stuart	
Debris Removal	Environmental Restoration Group	Stuart	
Suppliers and Material Providers, Blue Roof, Construction, Other Services	Training And Supervision Of Brigades	Sunny Isles	WO
Debris Removal	ECO Services DBR	Sunrise	WO
Debris Removal, Construction	Fitsaw Construction LLC	Sunrise	

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SOW	Company	City	Certs
Debris Removal	LIGLightning Commercial Cleaning Service, LLC	Sunrise	
Debris Removal	AAA Tree Experts, INC.	Tallahassee	SB
Marine	Air-Sea Systems	Tallahassee	SB
Debris Removal	AMC Infrastructure LLC	Tallahassee	SB, SDB
Hauling	B&M Transport Llc	Tallahassee	
Debris Removal	Contractors Enterprises	Tallahassee	SB, DBE
Debris Removal, Construction	Florida Developers Inc Of Tallahassee	Tallahassee	SDB
Debris Removal	Prestige Carriers LLC	Tallahassee	
Debris Removal, Construction	Progressive Business Enterprise LLC (PBE)	Tallahassee	DBE
Debris Removal, Tree Trimming	Takem Out Tree Service	Tallahassee	
Debris Removal, Construction	Thomas Concrete And Construction Services,LLC	Tallahassee	SB
Other Services	WM.H.Briggs Well Drilling	Tallahassee	
Debris Removal	Envio Logistics, LLC	Tamarac	SDB
Construction, Debris Removal	FG Construction LLC	Tamarac	
Debris Removal	Jamoa Enterprise LLC	Tamarac	
Debris Removal	Adams And Nichols Ecological Consultants, Inc.	Tampa	SB
Debris Removal	Amazing Services Group, LLC	Tampa	SB
Debris Removal, Construction	Azzarelli Paving/Site Development	Tampa	
Debris Removal, Blue Roof, Construction	Davis Development And Construction	Tampa	
Debris Removal, Construction	DeMich Business Development Group, LLC	Tampa	SB
Debris Removal	EnviroTrac LTD	Tampa	
Debris Removal	Friendly Tire Service	Tampa	
Debris Removal, Blue Roof	Gulf Coast Planning, Inc.	Tampa	WO, VO
Debris Removal	Instant Clean Property Management	Tampa	SB, WO, SDB
Debris Removal	Jansay Trucking LLC	Tampa	SB, WO
Debris Removal	Jets Property Services Llc	Tampa	
Debris Removal, Construction	Lightning Bay Industrial	Tampa	SB, WO
Debris Removal	Mastercraft	Tampa	
Construction	NDM Group, Inc	Tampa	SB
Construction	NEC Keystone, Inc.	Tampa	WO
Debris Removal, Suppliers and Material Providers, Construction, Other Services	On-Site Excavation & Septic Services, Inc.	Tampa	SB, SDB
Debris Removal, Construction	PBC Group LLC	Tampa	SB
Debris Removal, Tree Trimming	Pro Tree Specialists, Inc	Tampa	SB
Debris Removal	Reliable Maintenance	Tampa	SB, WO
Debris Removal	Renew Construction Services	Tampa	SB, WO, SDB
Debris Removal, Construction	Souvenir Builders, Inc.	Tampa	SB, VO
Debris Hauling	Spaulding Decon	Tampa	WO
Debris Removal, Tree Trimming	SRG Government Services	Tampa	SB
Debris Removal, Construction	Teovaldo Construction Llc	Tampa	SB
Debris Removal, Tree Trimming	Tree Man	Tampa	SB,
Debris Removal, Construction	Wiggins Hauling & Transfer Svc	Tampa	SB, SDB
Debris Removal, Construction,	C. Miller Construction, Inc.	Tarpon Springs	SB
Debris Removal	Southern Drainage Systems	Tarpon Springs	SB
Debris Removal	KLBz Backhoe Services	Tavernier	
Debris Removal	Khaos Recovery Corp	Trenton	SB

SOW	Company	City	Certs
Debris Removal	Cliffs Land Development LLC	Valrico	SB
Debris Removal	Global Construction And Home Repair LLC	Valrico	SB
Equipment Rental	JMJ Equipment, LLC	Venice	WO
Debris Removal, Construction	Teddy Bear Timber Corporation	Vernon	SB
Debris Removal	Alph Futchs Tree Service	Vero Beach	SB
Debris Removal	BMI Group	Vero Beach	SB, WO
Debris Removal	East Coast Earthworks & Excavating	Vero Beach	FL DBE
Debris Removal	Gomez Brothers Enterprise	Vero Beach	SB
Debris Removal	KFGreene, LLC	Vero Beach	SB
Debris Removal	M&S Citrus, Inc.	Vero Beach	
Debris Removal	Mr. Restore Services	Vero Beach	
Debris Removal	Mr. Restore Services	Vero Beach	SB
Debris Removal	Orchid Island Millworks	Vero beach	SB
Construction	Southern Concrete Construction	Vero Beach	SB
Debris Removal	Fulford Citrus, Inc.	Wabasso	SB
Construction	Main Gate Enterprises Inc	Wauchula	
Debris Removal	Amos Trucking	Webster	SB
Debris Removal	Asphalt Repair Inc	Webster	SB
Debris Removal, Tree Trimming	Absolutely DTB LLC	Weeki Wachee	SB
Debris Removal, Tree Trimming	JD Tree Service	Welaka	SB
Debris Removal, Tree Trimming	D&D Tree Service LLC	Wesley chapel	SB
Debris Removal	Cecil Field Inc	West Melbourne	
Debris Removal	Realtree, Inc.	West Melbourne	-
Debris Removal, Demolition, Construction	Shear Quality Demolition & Site Work, LLC	West Melbourne	SB
Debris Removal, Construction	Universal Contracting And Construction, Inc.	West Melbourne	SB, WO
Debris Removal	Environmental Care	West Palm Beach	
Debris Removal	Lara's Trucking	West Palm Beach	SB
Debris Removal	M.O.D.	West Palm Beach	WO
Debris Removal	McTurn Investments LLC	West Palm Beach	SB
Debris Removal, Tree Trimming	Meyers Turf LLC	West Palm Beach	SB
Debris Removal, Tree Trimming	Palm Beach Tree & Landscape	West Palm Beach	SB
Debris Removal, Tree Trimming	RPM Landworks Inc	West Palm Beach	SB
Debris Removal	TrashHelp / JA Daniel Management Inc.	West Palm Beach	SB, WO
Debris Removal	BeacCorp (Bell) Corp	West palm beach	
Debris Removal, Tree Trimming	Gradall Bobcat and Landscaping	West Park	SB
Debris Removal, Blue Roof, Other Services	Perfect Property Resources LLC	West Park	
Debris Removal, Suppliers and Material Providers, Construction, Other Services	2 G Planr Trucking	Weston	SB, WO, VO
Construction	Florida Home Masters	Westville	
Environmental Consulting	TCOR Consulting Group	Westville	SB, VO
Debris Removal	FUV Transport LLC	Wimauma	
Debris Removal	Pro Logistic Transport	Windemere	SB
Debris Removal	C & W Global	Winter Garden	
Engineering, Surveying	PES, LLC	Winter Garden	SDV, MBE, FEMA
Construction	Del-Mar Solutions Inc	Winter Park	
Debris Removal	Groundwerks INC	Winter Park	
Debris Removal, Tree Trimming	HDD of Florida LLC	Winter Park	

City of Ormond Beach

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SOW	Company	City	Certs
Suppliers and Material ProvidersBlue RoofConstruction, Other Services	Total Restoration & Stucco	Winter Park	SB, WO
Debris Removal	GUTI Landscaping & Maintenance, LLC	Winter Springs	
Blue Roof, Construction	Sunshine State Framing, Inc.	Winter Springs	SB, WO
Dumpster Rental	Allied Dumpster Rentals	Zephyrhills	SB
Debris Removal	Cross Environmental Services, Inc.	Zephyrhills	
Debris Removal, Construction	RTD Construction, Inc.	Zephyrhills	

Item No.	Description of Service	Unit	Bid Price
1	Load and Haul Vegetative Debris from ROW to a DMS (based on incoming CY)	CY	
a	0-10 miles		\$8.78
b	10.1-20 miles		\$8.98
c	20.1-30 miles		\$9.68
d	30+ miles		\$9.98
2	Load and Haul Construction and Demolition Debris from ROW to a DMS (based on incoming CY)	CY	
a	0-10 miles		\$9.48
b	10.1-20 miles		\$9.68
c	20.1-30 miles		\$10.38
d	30+ miles		\$10.68
3	Load and Haul Vegetative Debris from ROW directly to Approved Landfill (based on incoming CY)	CY	
a	0-10 miles		\$9.28
b	10.1-20 miles		\$9.48
c	20.1-30 miles		\$10.18
d	30+ miles		\$10.48
4	Load and Haul Construction and Demolition Debris from ROW to Approved Landfill (based on incoming CY)	CY	
a	0-10 miles		\$9.68
b	10.1-20 miles		\$9.88
c	20.1-30 miles		\$10.58
d	30+ miles		\$10.88
5	Demolition, Removal, Transport and Disposal of Non-RACM Structures	CY	
a	0-10 miles		\$15.25
b	10.1-20 miles		\$15.75
c	20.1-30 miles		\$16.25
d	30+ miles		\$16.75

6	Demolition, Removal, Transport and Disposal of RACM Structures	CY	
a	0-10 miles		\$25.35
b	10.1-20 miles		\$26.25
c	20.1-30 miles		\$27.35
d	30+ miles		\$28.00
7	DMS Management (based on incoming CY)	CY	\$1.95
8	Vegetative Debris Reduction (based on incoming CY)	CY	
a	By Open Burn		\$0.45
b	By Air Curtain Incineration		\$1.95
c	By Grinding		\$2.45
9	Construction and Demolition Debris Reduction by Compaction	CY	\$0.98
10	Load and Haul Reduced Vegetative Debris to Final Disposal Site	CY	
a	0-10 miles		\$3.55
b	10.1-20 miles		\$4.55
c	20.1-30 miles		\$5.35
d	30.1-40 miles		\$6.15
e	40.1-50 miles		\$6.95
f	50.1+ miles		\$7.75
12	Load and Haul Reduced Construction and Demolition Debris to Final Disposal Site	CY	
a	0-10 miles		\$3.55
b	10.1-20 miles		\$4.55
c	20.1-30 miles		\$5.35
d	30.1-40 miles		\$6.15
e	40.1-50 miles		\$6.95
f	50.1+ miles		\$7.75
1	Removal of Dangerous Hanging Limbs	TREE	\$99.00
14	Removal of Dangerous Split, Uprooted or Leaning Trees and placing in ROW for pickup under CLIN #1 or #3	TREE	
a	Less Than 24"		\$50.00
b	Greater Than 24" but Less Than 36"		\$125.00
c	Greater Than 36"		\$195.00

15	Removal, Haul and Disposal of Hazardous Stumps		
a	Greater Than 24" but Less Than 36"	TREE	\$150.00
b	Greater Than 36" but Less Than 48"		\$155.00
c	Greater Than 48"		\$215.00
16	Backfill for Hazardous Stump Removal	CY	\$28.50
17	Removal, Load, Haul and Dispose of Hazardous Household Waste	LB	\$4.98
18	White Goods Removal	EACH	\$44.00
19	Freon Removal	EACH	\$34.00
20	E-Waste Removal and Final Disposal	EACH	\$25.00
21	Dead Animal Carcasses	LB	\$0.98
22	Waterways and Drainage System Debris Removal	CY	\$79.88
23	Soil/Sand/Beach Screening Includes Sand collection, staging, screening, and hauling back to the beach. Excludes grading sand back to upper beach profile.	CY	\$17.85
24	Vehicle Removal	EACH	\$115.00
25	Land Based Vessel Removal	LF	
a	Up to 20.9'		\$21.00
b	Greater Than 21' but Less Than 30.9'		\$24.00
c	Greater Than 31' but Less Than 40.9'		\$29.00
d	Greater Than 41'		\$35.00

Ceres will pay tipping fee at final disposal site and bill the City at cost with no markup.

Note: Ceres Environmental Services, Inc. retains the capability and experience to remove other special debris. These prices can be negotiated as the need arises.

Equipment	Hourly Rate w/ Op
Skid Steer	\$ 98.00
Telehandler	\$ 98.00
JD 544 Wheel Loader with Debris Grapple	\$ 134.00
JD 644 Wheel Loader with Debris Grapple	\$ 149.00
Truck and Trailer	\$ 34.00
Self-Loading Knuckleboom Truck (20-40 CYs)	\$ 165.00
Self-Loading Knuckleboom Truck (40-80 CYs)	\$ 185.00
Self-Loading Knuckleboom Truck (80+ CYs)	\$ 205.00

Personnel	Hourly Rate w/ Op
Laborer with Hand Tools	\$ 42.00
Flagger	\$ 42.00
Skilled Sawman	\$ 48.00
Equipment Operator	\$ 48.00
Crew Foreman with Truck and Communications	\$ 65.00
Operations Manager with Truck and Communications	\$ 75.00
Climber with Gear	\$ 55.00
Superintendent with Truck and Communications	\$ 70.00
Safety/QC Inspector with Truck and Communications	\$ 70.00

Per Addendum 2:	
CPI Increases (compounded) in Subsequent Years of Contract	Percentage
After Year 1	4.0%
After Year 2	3.5%
After Year 3	3.2%
After Year 4	3.0%



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Debris Removal, Reduction and Recovery for City of Ormond Beach

RFP NUMBER: 2021-17

RFP OPENING DATE & TIME: June 23, 2021 @ 2pm

RFP OPENING LOCATION: City Hall Training Room at Ormond Beach City Hall

PRE-SUBMITTAL MEETING: N/A

Submittals Received After the Above Date and Time Will Not Be Accepted.

PROPOSER'S NAME: Ceres Environmental Services, Inc.

PROPOSER'S MAILING ADDRESS: 6968 Professional Parkway

CITY-STATE-ZIP: Sarasota, Florida 34240

F.E.I.N.: 41-1816075

PHONE NUMBER: (800) 218-4424 FAX NUMBER: (866) 228-5636

If returning as a "No Submittal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X

AUTHORIZED SIGNATURE (MANUAL)

Dawn Brown

NAME (TYPED)

Assistant Corporate Secretary

TITLE

DATED

**City of Ormond Beach
Request for Proposals (RFP)
Debris Removal, Reduction and Recovery for City of Ormond Beach
(RFP No. 2021-17)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

June 17, 2021

Addendum Number

2

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Ceres Environmental Services, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: CGC1508764

ADDRESS: 6968 Professional Parkway, Sarasota, Florida 34240

PHONE NO.: (800) 218-4424

FAX NO.: (866) 228-5636

SUBMITTER'S NAME: Dawn Brown

(Typed or Printed in Ink)

TITLE: Assistant Corporate Secretary

AUTHORIZED SIGNATURE: I,  hereby
Dawn Brown (Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.

**City of Ormond Beach
Request for Proposals (RFP)
Debris Removal, Reduction and Recovery for City of Ormond Beach
(RFP No. 2021-17)**

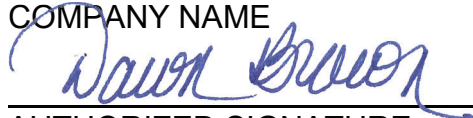
CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- ☐ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☒ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Ceres Environmental Services, Inc.

COMPANY NAME



Dawn Brown

NAME (PRINT OR TYPE)

TITLE

June 16, 2021

DATE

Attachment 1 – Litigation

Ceres Environmental Services, Inc. has never been litigated against by any city, county, state or federal government agency, and Ceres has never litigated against a city, county, or state Government agency. Ceres has never filed for bankruptcy, has never been debarred, has never been defaulted and has never failed to complete a project.

Below is a list of Ceres' litigation, claims(s) or contract dispute(s) filed by or against the offeror in the past five (5) years related to the services that Ceres provides in the regular course of its disaster debris, reduction, and recovery business:

1. *Ramon Valle v. Environmental Restoration Group, LLC, Ceres Environmental Services, Inc., AA and K Restoration Group LLC, Katherine M. Biscardi, and Alfred Miller; Jackson County, FL [PENDING]*

Filed on or about June 14, 2019, plaintiff Ramon Valle contended that one of Ceres' subcontractors was not providing compensation in accordance with the Fair Labor Standards Act (FLSA) from June 2016 through the date of filing. Ceres was named as a co-defendant because the plaintiff was unable to locate the subcontractor and primary defendant. Since the initial filing, the subcontractor, Environmental Restoration Group, LLC, has been served with a summons and has been identified as the defendant. This matter is pending.

2. *Linda Hoffman and Keith Hoffman v. Ceres Environmental Services, Inc.; Beaufort County, SC [RESOLVED]*

Filed on or about October 26, 2018, plaintiffs Linda Hoffman and Kenneth Hoffman contend that disaster recovery work being performed on or about November 6, 2016, by Ceres on Simms Street in Beaufort County with a front-loader caused damage to the plaintiffs' irrigation system and that Ceres is responsible for the costs of the repair totaling approximately \$2,100. This matter was settled on March 20, 2019, for \$1,613.00.

3. *OMNI Construction v. Ceres Environmental Services, Inc.; St. Tammany Parish, LA [PENDING]*

Filed on or about August 31, 2018, plaintiff OMNI Construction operated as a subcontractor to Ceres for work performed in Puerto Rico. Following the completion of the work, Ceres made partial payment to plaintiff for the work. Before final payment was made to plaintiff, OMNI asked for a judgement on the full amount. Ceres appealed the judgement and asked that it be vacated; this matter is pending.

4. *Robert King and Mytsooko King v. Ceres Environmental Services, Inc.; U.S. Virgin Islands [DISMISSED]*

Filed on or about July 26, 2018, plaintiffs contended that on or about December 14, 2017, a vehicle registered to Ceres and operated by Ceres employees/contractors crossed into the plaintiffs traffic lane. The plaintiffs further contended that the crash resulted in significant damages and injuries to the plaintiffs and their vehicle. Ceres contended that the plaintiffs were motivated to submit their complaint because they were in financial default on their mortgage and taxes. This case was mediated and settled in mediation with no fault admitted by any party and was dismissed with prejudice on August 5, 2019.

5. *Mark Shaffer v. DEH Disaster Relief, LLC; Ceres Environmental Services, Inc.; Beaufort County, SC, et al.; Beaufort County, SC [PENDING]*

Filed on or about August 24, 2017, plaintiff contends that a trailer being hauled by a contractor of DEH Disaster Relief, LLC, a subcontractor to Ceres in the cleanup of debris from Hurricane Matthew in Beaufort County, SC, on or about May 3, 2017, became disconnected from the truck, resulting in an accident that was fatal to the plaintiff's wife, Susan Shaffer. Ceres is a secondary defendant named in this matter. This matter is pending.

**City of Ormond Beach
Request for Proposals (RFP)
Debris Removal, Reduction and Recovery for City of Ormond Beach
(RFP No. 2021-17)**

**CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION**

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in 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 violation.
- 3) Give each employee that engages 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) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Ceres Environmental Services, Inc.

Company Name

Authorized Signature

Dawn Brown

Print Name

Assistant Corporate Secretary

Title

**City of Ormond Beach
Request for Proposals (RFP)
Debris Removal, Reduction and Recovery for City of Ormond Beach
(RFP No. 2021-17)**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

COMPANY NAME

Dawn Brown

AUTHORIZED SIGNATURE

Dawn Brown

NAME

Assistant Corporate Secretary

TITLE

June 16, 2021

DATE

City of Ormond Beach, FL

RFP 2021-17

Debris Removal, Reduction and Recovery

Wednesday, June 23, 2021 @ 2:00 pm



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

Ashley Ramsay-Naile, President
5629 Commerce Blvd. East
Mobile, AL 36619
800-992-6207 Phone
251-459-7433 Fax
iramsay@crowdergulf.com
www.crowdergulf.com

Disaster Recovery and Debris Management

5629 Commerce Blvd. East
Mobile, Alabama 36619

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

June 21, 2021

City of Ormond Beach
Attn: Rob Hart, Purchasing Coordinator
22 S. Beach Street, Room 101
Ormond Beach, FL 32174

Re: RFP NO. 2021-17 Debris Removal, Reduction and Recovery

CrowderGulf is pleased to submit the enclosed proposal as a firm and irrevocable offer in response to the RFP referenced above. We want to express our desire to enter into agreement with City of Ormond Beach for Debris Removal, Reduction and Recovery. We believe we are the best company to provide the City the requested services based on our **personal experience in Ormond Beach after Hurricane Irma in 2017**, 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-one (51) years' experience in helping communities like the City of Ormond 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. **After the 2020 Hurricane Season, the CrowderGulf Team responded to nine major disaster (7 tropical events and 2 tornados), having 28 contracts activated in six different states, including Texas.** One of the most notable accomplishments is the consistent daily production rates and that CrowderGulf removed over **22 Million Cubic Yards of debris, to date**. After Hurricanes Harvey and Irma in 2017, we completed 91 activations and CrowderGulf received the **American Public Works Association – Florida Chapter 2018 Contractor of the Year Award** for our work within the City of Punta Gorda, Florida. Our disaster experience includes the completion of **over five hundred (500) disaster recovery projects** and success in removing, reducing and disposing of **over three hundred and seventy-five (375) million cubic yards of debris** and is testament to our ability to meet the scope of work established by the City.

The knowledge and experience of the CrowderGulf management team, coupled with our personal inventory of heavy equipment and a large cadre of dedicated subcontractors, has meant that every project has been completed successfully and within contract timelines. **Our team is dedicated to following FEMA 325 guidelines and meeting 2 CFR requirements.** Our past experience enables us to assemble uniquely trained and experienced project teams and match specialized equipment and resources with project execution requirements. We believe training and pre-planning are keys to a successful debris removal operation. CrowderGulf provides **pre-planning and training** to our clients **free of charge** throughout the contract term.

CrowderGulf is committed to responding to any event in the City of Ormond Beach, 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 Hurricane Michael devastated the State. Don had the privilege of helping the City of Ormond Beach after Hurricane Irma in 2017 and after Hurricane Matthew in 2016. Don 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 of Ormond Beach. 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 Ormond 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. **During the 2018 hurricane season (Hurricane Michael), CrowderGulf was able to self-finance nearly 95% of over \$150,000,000 in payments to subcontractors with all subcontractors being paid on a weekly basis.**

CrowderGulf's financial stability is solid and reliable and over the years we have established an excellent line of credit with our financial institution. We have always paid our subcontractors and personnel weekly. This ensures that we are able to provide the very best subcontractors for the City and that we are able to secure additional qualified subcontractors to fulfill any concurrent contracts. CrowderGulf has always met all financial obligations without interruption.

AGGREGATE BONDING CAPACITY	\$ 500,000,000
SINGLE BONDING CAPACITY	\$ 250,000,000
OTHER AVAILABLE FUNDING	\$ 80,000,000

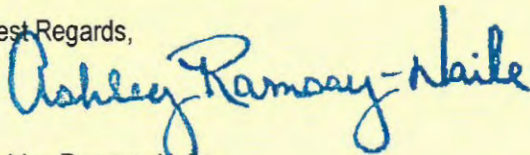
CrowderGulf maintains **all required insurances** such as General Liability, Personal Injury, Workers Compensation, Automobile/Equipment Liability, as well as Maritime Insurance. Additional information regarding insurance has been presented with our proposal response.

CrowderGulf has encountered and successfully handled everything within the City's Scope of Work identified in the RFP. This includes removal of eligible disaster-related vegetation, construction & demolition (C&D), hazardous waste, white goods, e-goods, stump removal, marine debris removal, debris reduction and disposal etc. Details of our abilities are summarized in our Past Performance in the attached proposal.

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 of Ormond Beach.** We will be pleased to provide any additional information that would assist the City in its deliberations and look forward to your favorable response.

As the President of CrowderGulf, I attest that this proposal is presented in fairness and in good faith without collusion or fraud and I, Ashley Ramsay-Naile, have the authority to bind CrowderGulf in all transactions relative to the award of **RFP 2021-17 Debris Removal, Reduction and Recovery.** 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

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A. Background of Firm



A. Background of Firm

1. History of CrowderGulf

Over Fifty Years of Debris Management Experience

CrowderGulf's owners, John and Woodie Ramsay, joined forces with local contractors in 1969 to clean up Biloxi and much of the Mississippi Gulf Coast after Hurricane Camille. The business continued to grow and in 1984, they began doing business as Gulf Equipment Corporation, an Alabama General Contractor licensed in seven Southeastern states. Based on the work generated, John and Woodie developed three divisions in Gulf Equipment: tower erection, construction, and disaster management.

In 2002, CrowderGulf was formally created by the Ramsay brothers as an independent disaster management company. During the last four and a half decades, CrowderGulf has managed over **500 disaster recovery projects in 15 states and has successfully removed, reduced and disposed of over 375 million cubic yards of debris**. CrowderGulf's current and past performance, as highlighted in this proposal, demonstrates our expertise in successfully completing multiple contracts simultaneously, regardless of their locations or the amount of damage.

CrowderGulf has encountered and successfully handled everything within the City's Scope of Work identified in this RFP. We are committed to completing every project in a minimum amount of time and in a safe, orderly, and practical manner. CrowderGulf contracts have involved disaster debris work in all eligible areas identified in FEMA's Public Assistance Program, Category A. The confidence that we can deliver services to the City effectively and efficiently is bred from our past successes.

All disaster management work is completed in full regulatory compliance with all agencies involved in disaster recovery, including the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), the Environmental Protection Agency (EPA), the Florida Department of Environmental Protection, Florida Department of Health, and Florida Department of Transportation. This commitment to regulatory detail has earned CrowderGulf a reputation as a company of integrity, dependability and reliability.

CrowderGulf is committed to working as a team with City personnel to facilitate the pre-planning that will assure a smooth debris removal operation in the event of a disaster. We can assist in preparing and updating Debris Management, Emergency Operations and Mitigation Plans. In addition, CrowderGulf will provide preparedness training designed specifically to meet the needs of the City. **Our training and technical advice is provided free of charge throughout the contract term.**

The CrowderGulf Staff is dedicated to providing the City with priority service, quality performance and expert on-site management. The combination of CrowderGulf's human resources, extensive equipment inventory, financial capacity and experienced subcontracting teams, allow the company to honor all contractual commitments with dispatch and efficiency, regardless of geographic location or size of disaster. The depth of these integrated components will also allow CrowderGulf to respond to those special needs of the City that may not have been considered in the pre-event contract.

"Our City was devastated by Hurricane Michael on October 10, 2018, the largest disaster that the Florida Panhandle has endured in decades. With the quick activation by your company for debris hauling, the City of Parker was on the road to recovery in a matter of weeks. Your team was able to coach us through the cleanup with skill and patience as we navigated logistics and public relations hurdles."

*Richard Musgrave, Mayor
City of Parker, FL*

CrowderGulf Services Available to the City

CrowderGulf has a plan tailored to meet the needs and specific requirements of the City. The services provided will consist of furnishing all labor, materials, and equipment to complete and deliver full Emergency Response and Recovery Services. CrowderGulf is able to offer the City the widest possible spectrum of debris management and disaster recovery services which are itemized below:

Pre Planning & Training

Annual pre-disaster debris management planning sessions include training, review of emergency management plans, Debris Management Site (DMS) selection and other disaster recovery components.

Damage Assessment via Helicopter Flyover

After a storm has impacted a large area, CrowderGulf often implements the use of a **helicopter flyover** to assess the damage with local officials. This allows our team to prioritize which areas may need assistance sooner than others based on severity of damage, as well as see progress once work has started. **Recently, CrowderGulf used a helicopter to do weekly assessments after Hurricane Michael devastated the Florida panhandle**



Emergency Road Clearance "PUSH"

CrowderGulf provides push services by making certain that roadways designated by the City are clear and passable within 70 working hours from issuance of a Notice to Proceed (NTP) with such clearance.



ROW & ROE Debris Removal

CrowderGulf performs permitting, clearing, and/or removing FEMA eligible disaster related debris from the public rights-of-way, private property, streets, roads, canals, lakes, ponds and waterways in the City's jurisdiction as directed. Each load of debris is accurately and verifiably recorded on load tickets and presented to the City daily along with requested daily and weekly reports.

Development and Operation of DMS

CrowderGulf constructs DMS to handle the volume of debris generated in the City by the disaster. Operation of the DMS includes debris separation, reduction, recycling and proper holding, separating and disposal of hazardous waste and fluids. DMS are fully restored to original condition after project completion. CrowderGulf can also assist in selecting and identifying appropriate DMS locations and provide site specific operational plans.



Final Debris Disposal

CrowderGulf disposes of all debris, including reduced debris, in accordance with all applicable federal, state and local laws, standards and regulations. Tipping fees are typically associated with final disposal facilities and can be paid by CrowderGulf and back billed at a later date as a pass through cost at the City's request.

Stump Removal

All stump removal will be conducted following all FEMA 325 regulations. Stumps left on the rights-of-way will be hauled as regular vegetative debris. Only hazardous stumps that meet FEMA stump requirements will be removed upon FEMA approval. Complete documentation will be collected before and after the extraction.

Tree Trimming & Removal (Leaners and Hangers)

CrowderGulf performs tree trimming and removal in accordance with American National Standard ANSI A300. Other tasks also associated with tree trimming are tree topping, stump grinding, grubbing, clearing, hauling and disposal of

trees to abate imminent and/or significant threats to public health and safety. All Tree work is directed by the City and a FEMA representative.

Demolition

CrowderGulf provides demolition services and removal of condemned structures and buildings that pose a threat to public health and safety. All demolition services requested are commenced with safety and regulatory requirements in place and all local, state and federal requirements are followed.



Derelict Vehicle Removal & Abandoned Vehicle Removal

CrowderGulf can perform all aspects of vessel and vehicle removal from land or water. Also offered is assistance with Ownership records and contact verification procedures. If needed, a storage site is established, maintained and managed for the vessel and/or vehicle holding as may be required by law. Documentation is kept on all stages of the removal of each vessel and vehicle from collection to final disposal.



Removal & Disposal of White Goods & E-Goods

CrowderGulf is experienced in the special handling of white goods (refrigerators, stoves, ac units, etc.) and e-goods (electronic equipment). All regulations on the proper disposal of hazardous fluids removal are followed.

Waterway Debris Removal & Shoreline Restoration

CrowderGulf has completed numerous projects throughout the Southeast removing marine debris from storm water drainage ditches to large rivers and canal systems. Removal of debris from the rivers and canals can require the use of shallow draft boats and barges equipped with knuckle-booms or track-hoes with debris grapples. In shallow water areas with limited access and extremely sensitive areas, the debris will be removed by hand labor. CrowderGulf has also completed earthen fill repairs and restoration as well as armored shorelines consisting of rip-rap, (both stone and recycled concrete). Additionally, CrowderGulf has the capabilities and experience to install gabions, geo-web products and various types of bulkheads and retaining walls.



Sonar Scanning

CrowderGulf has conducted numerous large scale operations utilizing sonar imagery and underwater video and photography. Sonar scanning is a technological and efficient way to locate and remove sunken marine debris from waterways.

Technical Disaster Recovery Assistance

CrowderGulf can provide assistance with all aspects of the Public Assistance Program including damage survey reports, project worksheets, documentation support and consultations/negotiation services and any other technical assistance needed.



Other services CrowderGulf is experienced in are, but not limited to:

Household Hazardous Waste (HHW)	
Temporary Ice, Water and Other Consumables	
Levee Construction	Hazardous Materials Handling
Land Clearing and Site Preparation	Historic Property Preservation
Road and Utility Work	Temporary Power Services/Generators
Marine Salvage	Dredging
Marine Construction	Pile Driving
Bulkhead and Pier Replacement	Bio-Mass Recycling
Portable Housing	Wetlands Restoration
Cellular Tower Construction	

Drone Capabilities

CrowderGulf utilizes the latest in Drone Technology to access and document projects. CrowderGulf has utilized 3D Robotics Solo Smart Drones and DJI Phantom Series Drones during previous activations. At client's request and supplemental cost, implementation of aerial technology has provided beneficial intelligence of existing conditions to help better prepare the response for areas that are still unreachable by truck or boat. Coupled with state of the art software, real time aerial maps and models can be constructed on site to deliver information never before available to the client in a timely manner. These capabilities have increased the effectiveness of training with our Clients, by providing recent project data and experiences to reference. *Pricing for the CG Drone Operations can be provided upon request.*



*Aerial footage of the
Hurricane Laura Debris
Removal Operation in
Calcasieu Parish, LA
- September 2020 (left)*

*Aerial Image of Debris
Management Site on in West
Lake, LA during the Hurricane
Laura Debris Removal
Operations.*

- September 2020 (right)



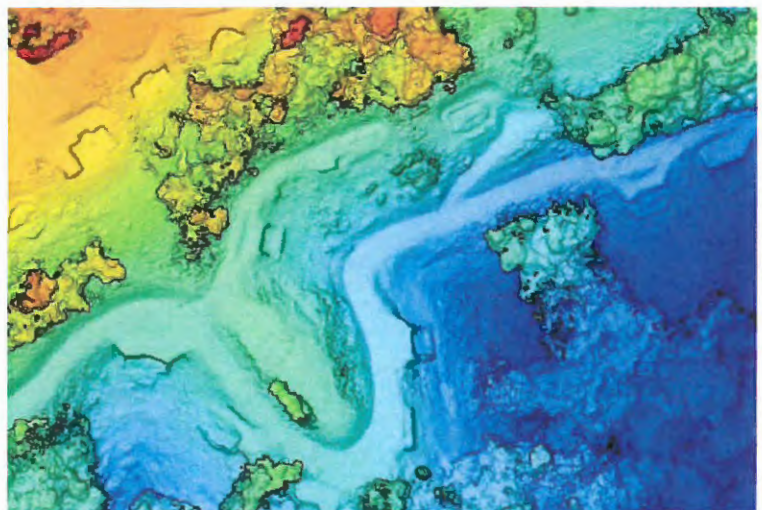
Benefits of Utilizing Drone Technology:

- High Resolution Aerial Maps of DMS or Affected Area
- Debris Estimation
- Damage Assessments
- 3D Computer Models
- High Definition Video
- Live Stream Video for EOC or other meetings
- Site/Project Documentation
- Historical Documentation
- Allows for effective decimation of information to the public showing the scope of the project
- Training
- Much more cost effective than traditional aerial platforms
- Can be deployed quickly in the most austere environments with little support



Custom Aerial Maps produced on site allow for the real time flow and decimation of critical information. These maps can be overlaid with annotations and area/volume calculations.

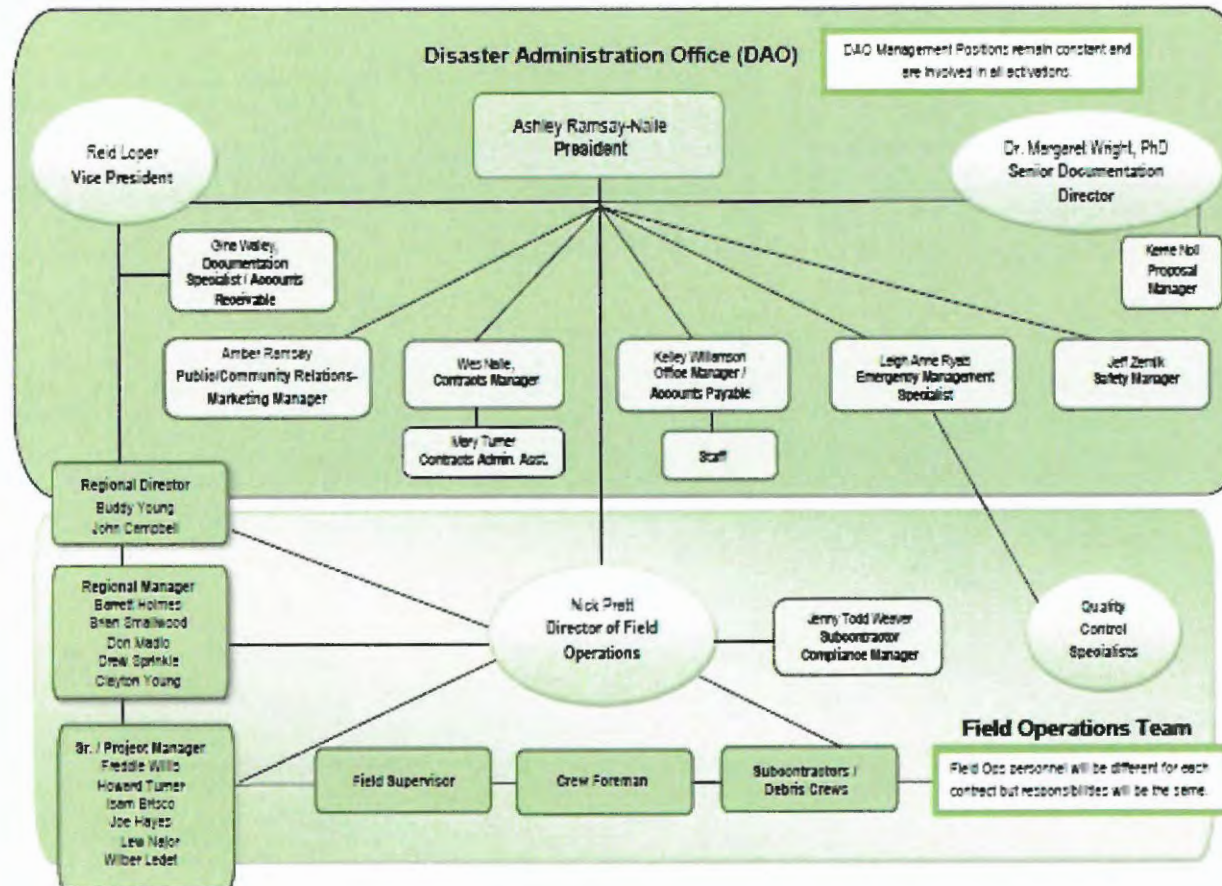
Advanced Topographical Maps can be generated and are useful in planning, recovery, and pickup operations.



2. Organizational Structure

Organizational Chart

The Organizational Chart presented below depicts the structure and chain of command of the Company. CrowderGulf uses an organizational hierarchy based on the nationally recognized Incident Command System (ICS). The ICS employs a cascade of organizational components in groups of five or less to assure good quality control in high stress operations. This arrangement limits the respective spans of control to tolerable levels. CrowderGulf's use of the ICS-based hierarchy of responsibilities exploits the strength and flexibility of its management/supervisory structure.



3. Designation of Legal Entity

CrowderGulf Joint Venture, Inc. is a Florida Corporation.

4. Florida Sunbiz Filing Attached

State of Florida Department of State

I certify from the records of this office that CROWDER-GULF JOINT VENTURE, INC. is a corporation organized under the laws of the State of Florida, filed on September 3, 2002.

The document number of this corporation is P02000095020.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on April 15, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifteenth day of April, 2021*



Randy R. Lee
Secretary of State

Tracking Number: 1211512926CC

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

5. Ownership Interests

Current ownership structure of CrowderGulf, LLC CrowderGulf Joint Venture Inc. if owned by CrowderGulf, LLC.

- 2% voting interest – The John and Woodie Ramsay Family Trust
 - FEIN: 87-6303647
 - Address: 5629 Commerce Blvd., East
Mobile, AL 36619
- 21% non-voting - The John C. Ramsay Family 2021 Non-Grantor Trust
 - FEIN: 86-6629969
 - Address: 5629 Commerce Blvd., East
Mobile, AL 36619
- 21% non-voting – The L.W. Ramsay, Jr. Family 2021 Non-Grantor Trust
 - FEIN: 86-6785563
 - Address: 5540 Business Parkway
Theodore, AL 36582
- 28% non-voting – Five A Acquisitions, LLC
 - FEIN: 36-4728679
 - Address: 5629 Commerce Blvd., East
Mobile, AL 36619
- 28% non-voting – CLG Acquisitions, LLC
 - FEIN: 38-3857223
 - Address: 5540 Business Parkway
Theodore, AL 36582

6. Active Business Venues

Primary Office: 5629 Commerce Blvd. E Mobile, AL 36619

Satellite Offices Palm Harbor, Deerfield Beach and Winter Garden, FL
D'Iberville, Mississippi
Hilton Head Island and Laurens, South Carolina
Austin and Denton, Texas
Richmond, Virginia

7. Present Status and Projected Direction of Business

CrowderGulf is a national full-service debris management firm with over fifty-one (51) years' experience in helping communities like the City of Ormond 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. **After the 2020 Hurricane Season, the CrowderGulf Team responded to nine major disaster (7 tropical events and 2 tornados), having 28 contracts activated in six different states, including Texas.** One of the most notable accomplishments is the consistent daily production rates and that CrowderGulf removed over **22 Million Cubic Yards of debris, to date.** After Hurricanes Harvey and Irma in 2017, we completed 91 activations and CrowderGulf received the **American Public Works Association – Florida Chapter 2018 Contractor of the Year Award** for our work within the City of Punta Gorda, Florida. Our disaster experience includes the completion of **over five hundred (500) disaster recovery projects** and success in removing, reducing and disposing of **over three hundred and seventy-five (375) million cubic yards of debris** and is testament to our ability to meet the scope of work established by the City.

CrowderGulf's management team includes previous FEMA Directors, Emergency Managers and qualified Debris Specialists with 40+ years of training and "boots on the ground" field experience. You will find our team fully knowledgeable in all aspects of debris clean-up from operational methodology to quality control and FEMA public assistance reimbursements. We recognize that an efficient, orderly and safe debris management operation can only be achieved by experienced on-site personnel. Our key management and field staff have obtained numerous FEMA and OSHA certifications in emergency management, safety and environmental compliance and remain with you from contract activation to closeout.

The knowledge and experience of the CrowderGulf management team, coupled with our personal inventory of heavy equipment and a large cadre of dedicated subcontractors, has meant that every project has been completed successfully and within contract timelines. **Our team is dedicated to following FEMA 325 guidelines and meeting 2 CFR requirements.** Our past experience enables us to assemble uniquely trained and experienced project teams and match specialized equipment and resources with project execution requirements. We believe training and pre-planning are keys to a successful debris removal operation. CrowderGulf provides **pre-planning and training** to our clients **free of charge** throughout the contract term.

CrowderGulf is committed to responding to any event in the City of Ormond Beach, 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 of Ormond Beach throughout the year. Both he and Don can provide valuable knowledge and experience with an inherent commitment and dedication to the City of Ormond Beach. 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.

Financial strength is one of the most important aspects for the City 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. **During the 2018 hurricane season (Hurricane Michael), CrowderGulf was able to self-finance nearly 95% of over \$150,000,000 in payments to subcontractors with all subcontractors being paid on a weekly basis.**

CrowderGulf's financial stability is solid and reliable and over the years we have established an excellent line of credit with our financial institution. We have always paid our subcontractors and personnel weekly. This ensures that we are able to provide the very best subcontractors for the City and that we are able to secure additional qualified subcontractors to fulfill any concurrent contracts. CrowderGulf has always met all financial obligations without interruption.

AGGREGATE BONDING CAPACITY	\$ 500,000,000
SINGLE BONDING CAPACITY	\$ 250,000,000
OTHER AVAILABLE FUNDING	\$ 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 is an **Equal Opportunity Employer**. It is our policy to provide an employment and work process free of any unlawful discrimination. We will promote the value of a diverse work force, which fosters fair treatment of all individuals based on knowledge, skill, ability and performance.

CrowderGulf is a participant in the **National Drug Free** work place program. Our policy prohibits drug distribution, possession or use while in the employment of CrowderGulf. This policy applies to all subcontractors and/or consultants that support or assist the company in any work conducted. Employee training, counseling and/or employee assistance programs bolster the drug free policy.

CrowderGulf has encountered and successfully handled everything within the City's Scope of Work identified in the RFP. This includes removal of eligible disaster-related vegetation, construction & demolition (C&D), hazardous waste, white goods, e-goods, stump removal, marine debris removal, debris reduction and disposal etc. Details of our abilities are summarized in our Past Performance in the attached proposal. A summary of our debris management services include the following.

Our Disaster Management Services include the following:

Pre Planning and Training	Waterway Debris Removal	Demolition
Emergency Road Clearance	Marine Salvage	Dredging
ROW & ROW Debris Removal	Bio-Mass Recycling	Portable Housing
Development & Operation of DMS	Derelict Vehicle and Abandoned Vehicle Removal	Levee Construction
Final Debris Disposal	Removal & Disposal of White Goods & E-Goods	Sonar Scanning
Hazardous Materials Handling	Tree Trimming and Removal (leaners /hangers)	Marine Construction
Technical Disaster Recovery Assistance	Sand Removal, Screening & Breach Restoration	Cellular Tower Construction
Historic Property Preservation	Temporary Ice, Water and Other Consumables	Road and Utility Work
Bulkhead and Pier Replacement Pile Driving	Temporary Power Services/Generators	Land Clearing and Site Prep

8. Overall Qualifications of CrowderGulf

CrowderGulf At-A-Glance

- **Full time (365 days/yr.) Debris Management Company with over 50 years of successful experience** in debris management, removal and disposal services.
- **Bases of Operation:**
 - Primary **Mobile, Alabama**
 - Satellite Offices Palm Harbor, Deerfield Beach and Winter Garden, FL
D'Iberville, Mississippi
Hilton Head Island and Laurens, South Carolina
Austin and Denton, Texas
Richmond, Virginia
- **Never failed to complete** all contract obligations and never defaulted on a contract.
- **Committed to the same** Project Management Team remaining with the project from start to finish.
- Large cadre of management personnel with extensive disaster debris training and experience.
- **Completed simultaneous** debris projects after all major hurricanes since 1969.

2020 Historic Storm Season

During the 2020 Hurricane / Storm Season, the CrowderGulf Team responded to nine major disaster (7 tropical events and 2 tornados), having 28 contracts activated in six different states. One of the most notable accomplishments is the consistent daily production rates and that CrowderGulf removed over **22 Million Cubic Yards** of debris, to date.

- Over **500** disaster recovery projects successfully completed.
- Successfully removed, reduced and disposed of over **375 million cubic yards of debris**.
- Industry leader in **waterway debris removal**, including work after Hurricane Sandy and Deep Horizon Oil Spill.
- Fully committed to using local citizens and qualified local subcontractors to the maximum extent, including Minority Business Enterprise (MBE) owners.
- **No lawsuits, liens or judgments by clients ever** filed or pending and no bankruptcy proceedings filed or pending.
- **No lawsuits, liens or judgments by CrowderGulf to clients ever** filed.
- Over 350 pieces of company-owned/leased equipment available for rapid response.
- Experienced in providing FEMA compliant documentation to every client. We provide unlimited support and accurate documentation to help ensure that no clients are denied reimbursement.
- Well-developed and proven Debris Management and Operations Plan that is reviewed and revised after every event.
- Quality Control always maintained to reinforce the "Clean as You Go" policy for debris removal.
- Technical advice and training available to all clients throughout the contract term, at no cost to client.
- Significant financial strength:

AGGREGATE BONDING CAPACITY	\$ 500,000,000
SINGLE BONDING CAPACITY	\$ 250,000,000
OTHER AVAILABLE FUNDING	\$ 150,000,000

9. Qualifications of CrowderGulf Employees / Key Personnel

CrowderGulf Disaster Management brings a responsible and experienced organization to partner with the City of Ormond Beach. CrowderGulf's extensive experience and personnel resources enables us to quickly assemble uniquely trained and experienced project teams and match specialized equipment and subcontractor resources with project execution requirements. All CrowderGulf officers, managers and supervisors have been involved in previous successful disaster related to debris operations and have been fully trained in quality control, safety, ethics and drug policies of CrowderGulf. Should we need their services we have additional management resources that include retired and semi-retired construction, City, County, FEMA, and Power Company professionals who are experienced in managing and inspecting disaster related work. We also have a standby agreement in place with various engineering companies to provide personnel for engineering services, if needed.

■ Project Management Team Member Bios

The names and biographical information of CrowderGulf's professional staff that could be assigned to the City's Management Team are provided below. Each individual is very experienced in emergency debris management. Depending on the need, additional staff may service the City. All additional CrowderGulf staff added will be upon approval of the City.

Name	Position	Email	Phone	Years' Experience
Nick Pratt	Director of Operations	npratt@crowdergulf.com	(251) 402-5566	16
John Campbell	Regional Director - East	jcampbell@crowdergulf.com	(859) 963-8672	25+
Buddy Young	Regional Director - West	byoung@crowdergulf.com	(940) 597-4252	25+
Don Madio	Regional Manager - FL	dmadio@crowdergulf.com	(813) 285-8749	21
Barrett Holmes	Regional Manager - NY, NJ, CT	bholmes@crowdergulf.com	(864) 569-6611	25+
Brian Smallwood	Regional Manager - AL, MS, LA	bsmallwood@crowdergulf.com	(251) 581-5789	10
Clayton Young	Regional Manager - TX	cyoung@crowdergulf.com	(940) 206-6996	9
Reid Loper	Vice President / Senior Project Manager	rloper@crowdergulf.com	(678) 477-3755	15

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Name	Position	Email	Phone	Years' Experience
Wesley Naile	Contracts Manager	wnaile@crowdergulf.com	(251) 533-5585	15
Margaret Wright	Documentation Director / PhD	mwright@crowdergulf.com	(251) 604-6346	23
Leigh Anne Ryals	Emergency Management & Quality Control Specialist	lryals@crowdergulf.com	(251) 751-8660	25
Jeff Zemlik	Safety Manager	jzemlik@crowdergulf.com	(251) 509-9422	12
Wilber Ledet	Senior Project Manager -	wledet@crowdergulf.com	(228) 326-5915	12
Matt Lucas	Senior Project Manager, East Coast	mlucas@crowdergulf.com	(609) 731-2858	25
Andrew Sprinkle	Project Manager	atsprinkle@crowdergulf.com	(251) 423-1100	5
Freddie Willis	Project Manager	fwillis@crowdergulf.com	(251) 455-5017	5
Howard Turner	Project Manager, East Coast	hturner@crowdergulf.com	(804) 814-6197	17
Isam Brisco	Project Manager	ibrisco@crowdergulf.com	(512) 373-0586	8
Joe Hayes	Project Manager	jhayes@crowdergulf.com	(561) 315-1360	5
Lew Najor	Project Manager	lnajor@crowdergulf.com	(850) 393-9985	26
Barton Holmes	Project Manager	barton@crowdergulf.com	(864) 906-1671	5

Nick Pratt – Director of Field Operations

Mr. Pratt serves as CrowderGulf's Director of Field Operations. His ability to coordinate our field assets and subcontractor resources has proved invaluable to the overall success of our many projects. Nick began his work at CrowderGulf in 2004 as an equipment operator and crew foreman following Hurricane Ivan. Having completed this large debris removal operation with great success, Nick's talents and abilities were used again to provide field supervision over crews in Pascagoula, MS following Hurricane Katrina in 2005 and in Texas after Hurricane Ike in 2008. Nick supervised and managed several hauling crews until the final cleanup work was completed in Bolivar, Texas. Nick was promoted to Project Manager in 2010 and was assigned project management duties for the BP Deep Water Horizon Oil Spill cleanup. He initially handled all of the logistics for the Oil Spill project, putting hundreds of pieces of CrowderGulf equipment in place and directing and training hundreds for CrowderGulf employees throughout the operation.



Nick has continued to assist our team by providing his expert knowledge and leadership in the field to complete any assignment given to him on or ahead of schedule. Nick has played a vital role as project manager for our large waterway debris removal contract with the New Jersey Dept. of Environmental Services, as a result of Hurricane Sandy in 2012. From 2012- 2018, Nick has worked numerous disaster responses for CrowderGulf providing Project Management and asset coordination assistance for multi-state responses. In 2017, Nick worked to secure subcontractors, field personnel, equipment and assets in 2017 after Hurricane Harvey struck the Texas Coast. Hurricane Irma devastated Florida two weeks later and he remobilized and oversaw the same task items along the Florida Coast. He managed to supply necessary subcontractors and equipment to all **91 activated contracts** in Texas and Florida after those two historical storms. **These two storms combined to require services from 683 Total Subcontractors throughout 2 States.** In addition, Mr. Pratt has been the Senior Project Manager in the field for the Florida Department of Environmental Protection waterway debris removal project that occurred after Hurricane Irma. Multiple Counties throughout Florida activated contracts and he worked with Project Managers to remove approximately **250,000 Cubic Yards** of waterway debris.

In 2018, Mr. Pratt provided leadership and resource assets for CrowderGulf's simultaneous activations in North Carolina following Hurricane Florence in which CrowderGulf had **20 contract activations** and in the Florida Panhandle for **11 additional contract activations** following the devastating Category V, Hurricane Michael. Most recently, Mr. Pratt worked to secure necessary subcontractors, field personnel and equipment to approximately **11 Clients** after Hurricanes Laura and Delta struck Louisiana and Hurricane Sally severely damaged the Alabama Coast. Mr. Pratt's ability to assess each project's needs and assign personnel and inventory assets has been instrumental in our ability to meet each contract activation with the necessary resources to quickly and efficiently respond to each client. Mr. Pratt attended the University of South Alabama. He also holds certificates in CPR and First Aid, 40 hour HAZWOPER and refresher and in 30 HR OSHA Construction. (NIMS Trained)

Don Madio – Florida Regional Manager

Don Madio is a life-long resident of Florida and serves as CrowderGulf's Florida Regional Manager. A University of Florida graduate, Mr. Madio worked in journalism and commercial real estate before beginning his career in the disaster recovery industry in 1999. Since that time, he has served on more than 150 mid-to-large scale disaster recovery, waterway, and debris management projects, and found he enjoys the many challenges of working under pressure and problem solving the industry brings. Upon taking a position with CrowderGulf following Hurricane Mathew, Don oversaw 7 debris removal and waterway projects that were successfully completed within the Client's time frame and contract specifications. Shortly thereafter, Don became CrowderGulf's Regional Manager for the State of Florida, following the devastation of Hurricane Irma, one of the most powerful and damaging Atlantic hurricanes ever recorded. His extensive management experience, multi-tasking and organizational skills served him well, as he was tasked to oversee operations throughout the State. He and his team of project managers and field supervisors successfully managed **64 debris management and waterway projects, helping to remove and dispose of over 11.8 Million Cubic Yards of debris**. In 2018, Don and his team managed 6 simultaneous projects on the West Coast of Florida after a Red Tide event generated millions of tons of putrefied marine life along Florida's shoreline. Recently, Don supervised all of Hurricane Michael's debris management projects in the Florida Panhandle, which resulted in the removal and disposal of over **15 Million Cubic Yards** have been removed and disposed. When he isn't in the midst of storm season, Don enjoys traveling the State and building relationships with clients, as well as providing contract maintenance, training, and technical assistance. A seasoned believer in pre-planning and operational improvement, Don also administers annual training to project managers, field supervisors, and regional subcontractors. Mr. Madio is NIMS trained and holds multiple FEMA and USACE certifications.



Wilber Ledet – Senior Project Manager

Mr. Ledet's disaster experience with CrowderGulf began after Hurricane Ike with the managing of the wet debris targets identified by sonar from West Galveston Bay, Tiki Island and Omega Bay, TX. This project also included his expertise in managing the stored vessel reclamation program in which he assisted in the removal of hazardous substances from the vessel and coordinated its proper disposal. From 2010 to 2012, Mr. Ledet managed up to 800 Hazwoper certified responders and facilitated meetings with Environmental Teams and BP officials, serving as project manager, assigned to the Deepwater Horizon Oil Spill. In 2012, following Hurricane Isaac, Mr. Ledet was assigned as Project Manager to oversee the sand removal, sand screening and beach berm construction for the Town of Dauphin Island, AL. This project included sea oat replacement, and the management of the right of entry program for sand reclamation on private property. Following Super Storm Sandy in 2012,



Mr. Ledet was assigned as project manager to oversee the wet debris removal from Barnegat Bay, NJ, and successfully completed removal and disposal of over 700,000 yards of wet debris. Mr. Ledet has also served as Project Manager for Ice Storm Pax (NC), and 2014 Tornado Outbreak in Limestone County (AL). Mr. Ledet worked as the Project Manager after the 2015 Severe Floods that devastated Columbia County (SC) in early October, 2015. Most recently, Mr. Ledet managed the floods in Ouachita Parish (LA) and Brazoria County (TX). In late 2016, the City of Central (LA) suffered some severe flooding and Wilber lead the CrowderGulf Team during the removal operations within the City and East Baton Rouge Parish. Mr. Ledet also was the Senior Manager on Hilton Head Island (SC) which resulted in the removal and disposal of over **2.8 Million Cubic Yards** of debris. After Hurricane Matthew, he worked on the waterway debris removal project in Brevard and Volusia County (FL) for the Florida Department of Environmental Protection. In 2017, Mr. Ledet was deployed to **Aransas County, Rockport and Corpus Christi after Hurricane Harvey** caused extensive damage to the area. As Senior Project Manager, he was in charge of all 3 locations and he and the CrowderGulf Team removed and disposed of approximately **2.5 Million Cubic Yards** of debris. In 2018, Mr. Ledet's served as Senior Project Manager overseeing North Carolina Contracts following Hurricane Florence.

Joe Hayes – Project Manager – Florida Resident

Joe Hayes grew up around the storm relief and disaster management industry. Combined with a strong background in general contracting, he is accustomed to providing the leadership and oversight to complete projects expediently, efficiently, and to the clients' utmost satisfaction. In 2016, Joe joined CrowderGulf team as a field supervisor in the wake of Hurricane Matthew. In 2017, Joe was tasked as a project manager after Hurricane Irma tore through the state; successfully managing a number of projects in the South Florida area. Through these projects and the combined effort of the CrowderGulf team, **10 MILLION CUBIC YARDS** of Hurricane Irma related debris were managed and disposed of; facilitating an extensive statewide recovery. In 2018, following the devastation of Hurricane Michael, Joe was tasked with managing the removal and disposal of debris in Jackson County, FL. Mr. Hayes, along with his CrowderGulf team were able to mitigate the challenges of such a large scale disaster while employing innovative support and leadership to provide relief to the devastated county. He and his team of field supervisors oversaw hundreds of assets and personnel; providing the logistics that resulted in over **2.5 MILLION CUBIC YARDS** of debris being removed and disposed of in Jackson County alone. When Joe is not working in the field on an active project, he is the CrowderGulf representative for the South Florida area. Mr. Hayes is a South Florida native and an honors graduate of Florida Atlantic University.



Barrett Holmes – Regional Manager

Colonel Retired Holmes joined the CrowderGulf Management Team with more than 30 years of successful leadership and management experience with the United States Army. He is a combat veteran of the United States Army with a distinguished military career where he successfully led engineer units from the platoon to brigade level. He commanded the 20th Engineer Battalion, and was assigned to the First Brigade Combat Team of the First Cavalry Division, Fort Hood Texas. The Battalion was awarded the Army Valorous Unit Citation Award for their combat service during Operation Iraqi Freedom II. Under his leadership, the 20th Engineer Battalion supervised construction projects valued at over \$718 million in eastern Baghdad, Iraq under austere conditions.



Following his service in Iraq, Colonel Holmes was selected to command the Japan Engineer District in Tokyo, Japan. As the District Engineer, he led the design and construction agency for all United States forces and federal agencies in Japan and was responsible for a multinational construction program valued at over \$975 million. Colonel Holmes then served as the Defense Coordinating Officer (DCO), the Principal Department of Defense representative with the Federal Emergency Management Agency (FEMA) Region IV. He coordinated Department of Defense resources for numerous disasters to include Hurricanes Earl, Isaac, and Sandy, and provided extended support for the United States Coast Guard during the Gulf Coast clean-up following the Deep Water Horizon oil spill.

As Regional Manager for the East Coast, following Hurricane Matthew in October 2016, his team was responsible for **17 projects** and removal and disposal of over **4.3 Million Cubic Yards** of storm debris. When Hurricane Irma devastated Florida in September 2018, he was able to assist with the Florida recovery efforts and was responsible for numerous projects throughout a multi-state area. This was part of the team effort in Florida to remove and dispose of over **11.8 Million Cubic Yards of storm debris**. During Hurricane Florence in September 2019, he provided leadership and management expertise for 19 projects to remove and dispose of over 2.1 Million Cubic Yards of storm debris. Most recently, Barrett worked to provide debris removal services for the Alabama Department of Transportation after Hurricane Sally caused significant damage to the Alabama Gulf Coast.

He received a BA degree from Clemson University, an MA degree from the University of Florida and is a graduate of the Army War College with a Masters of Strategic Studies degree. He also affiliated with the Society of American Military Engineers and the Army Engineer Association. (NIMS Trained)

Brian Smallwood – Regional Manager, LEED AP

Mr. Smallwood graduated Auburn University in 2006 with a Bachelor's Degree in Building Science. After graduation, he worked as a Project Manager in Atlanta, GA for one of the largest general contracting firms in the nation. There he built a strong management foundation and obtained the necessary fundamentals to plan and coordinate with owners, engineers and government officials. Mr. Smallwood has the skills to estimate, propose, contract, coordinate, schedule, manage, budget, document and close-out a project from start to finish. Mr. Smallwood is often the first employee on the ground after a disaster. His fast mobilization time is of great benefit to clients as it generates an extremely quick start time. Mr. Smallwood has the ability to accurately assess damaged areas to help municipalities plan for a recovery effort. **Currently**, he is working in Louisiana after Hurricanes Laura and Delta caused tremendous damage to the Calcasieu Parish area. He is the Senior Project Manager for all 7 activations, including Calcasieu Parish and the Towns/City's of Sulphur, Iowa, West Lake, DeQuincy, Lake Charles and Vinton. To date, he and his team have worked to remove 12 Million Cubic Yards of Debris. **In 2018 after CAT 5 Hurricane Michael made landfall in Bay County**, Mr. Smallwood managed the emergency road clearance, debris removal and disposal from rights of ways, storm water/ditch debris removal, waterway debris removal and the private property debris removal (PPDR) for Bay County.



The previous year, Mr. Smallwood took on the role of Regional Manager during the activation that took place after Hurricane Harvey. He oversaw **ALL 27 contract activations throughout the State of Texas**. He and his team removed and disposed of approximately **6 Million Cubic Yards of Debris**. In 2016, he worked during Hurricane Matthew with the South Carolina Department of Transportation removing and disposing of approximately 500,000 Cubic Yards of Debris. He managed 6 separate Debris Management Sites for both State and County Roads and coordinated assets and resources for a population of over 315,000 residents. Mr. Smallwood serves as the Contract Representative for pre-event contracts in the states of Alabama, Florida, Mississippi, Louisiana, Washington and California. His role in servicing contracts include conducting yearly training sessions, determining high risk areas within a community, locating debris storage sites, determining final debris disposal locations and discovering methods and options for recycling and reuse of debris. Mr. Smallwood is a **LEED Accredited Professional** with certifications in NPDES and FEMA courses. Mr. Smallwood has a current **OSHA 30, Hazwoper 40 certification and the USACE – Quality Construction Management Certification**. Mr. Smallwood also holds the General Contractors license for CrowderGulf in the State of Florida. (NIMS Trained)

Drew Sprinkle-Regional Manager

Mr. Sprinkle has a BSBA Degree from Auburn University in Supply Chain Management. He first worked with CrowderGulf in 2008 following Hurricane Ike on the Bolivar Peninsula in Texas as a field supervisor, and again during the BP Oil Spill in 2010 as a logistics supervisor. After receiving his degree from Auburn, he worked as an Account Manager for a third party logistics firm where he managed multiple high volume logistics accounts for customers in the construction and steel industries. Drew returned to the Debris Management industry as a Project Manager in 2017, when Hurricane Harvey struck the Texas coast. Since that time, Drew has successfully and efficiently managed jobs of varying scopes and size.



In 2018, Drew supervised over 200 employees and used innovative techniques to remove over 4,000 tons of dead marine life in south Florida following a massive Red Tide Fish Kill. Hurricane Michael hit the Florida Panhandle in the fall of 2018, and he served as the Project Manager for both the City of Parker and the City of Lynn Haven, Florida. During this activation, Drew successfully directed the removal and disposal of over **1.2 million cubic yards** of debris. Most recently, Drew was Project Manager for the City of Gulf Shores, AL after Hurricane Sally caused widespread damage in the area.

Mr. Sprinkle has supervised and directed all aspects of debris removal including road clearance, right of way pickup, hazardous tree and limb removal, clearing drainages and creeks of storm debris using specialized equipment, site management and debris reduction, haul-out of debris and final closeout. With an all-encompassing knowledge of the debris industry that includes bidding, managing subcontractors, operations and data reconciliation Mr. Sprinkle has an excellent working relationship with all clients. When not managing storm related work, Drew has overseen various marine construction jobs including oyster habitat creations and shoreline erosion mitigation projects. He is also tasked with

proposal writing for pre-event contract RFPs. Mr. Sprinkle holds General Contractor License's in Alabama (Railroad and Heavy Construction), North Carolina (Highway and Building), and California (Class A Engineering, HAZMAT, Tree Removal) as well as certifications in USACE Construction Quality Management, OSHA 30 and NIMS.

Clayton Young – Regional Manager

Mr. Young has been employed with CrowderGulf since 2010. He has served as the Texas and Louisiana client representative in that time, as well as project manager for a number of disaster activations. He spent parts of 2010-2011 in Galveston County Texas overseeing operations for a buyout mitigation program that turned 800 properties destroyed by Hurricane Ike, into green space on the Bolivar Peninsula. He was responsible for bidding and estimation of cost and reconstruction of these properties. After that project was completed, he spent time as a field supervisor in Alabama after the tornado outbreak in 2011. Mr. Young was promoted to a project manager and oversaw debris removal efforts in North Carolina for the NC DOT after Hurricane Irene, Montgomery and Waller Counties in Texas after they were flooded on April 15, and Memorial Day in 2015. In addition, he was called to action in Central Louisiana for flood cleanup in 2016.



In 2017, Hurricane Harvey caused significant damage to the entire State of Texas and Clayton served as project manager for the Cities of Dickinson, Friendswood, La Marque, Santa Fe, Clear Lake Shores, Jones Creek, Lake Jackson and Galveston County. After completing those projects in 2018, he switched gears and managed waterway restoration projects under a contract with the Texas General Land Office on the Colorado, San Bernard, and Brazos Rivers, as well as Chocolate Bayou and Oyster Creek. In late 2018, after Hurricane Florence hit the East Coast and Carolinas, he managed the debris recovery operations in Duplin County North Carolina. In early 2019, Mr. Young headed back to the City of Dickinson, TX as project manager for the Dickinson Bayou cleanup and de-snagging project under the Natural Resources Conservation Service (NRCS)

Mr. Young has spent time studying and living abroad which has given him unique worldview and the ability to understand and communicate with a wide range individuals. He understands the bid process, contracting, mobilization, operation management, documentation and close out of disaster recovery projects. He excels at building close client relationships, business development and servicing pre-event contracts for Client's needs such as training and pre-planning. Clayton graduated from the University of North Texas where he focused on Entrepreneurial Management and International Business Practices. NIMS Trained

■ Corporate Management Team / Top Level Management Personnel

The personnel listed below bring a wealth of disaster debris removal and management experience. They have been involved in management and operational decisions of all past contract activations for the past 10 years. The knowledge and expertise make them invaluable assets to any debris removal operation from startup to final invoicing and reconciliation.

Ashley Ramsay-Naile – President

Mrs. Ramsay-Naile is a Graduate of the University of South Alabama. She has been involved in managing the day to day business of CrowderGulf operations since 1995 when Hurricane Opal impacted the Florida Panhandle. She has played a vital role in establishing the Disaster Administration Office (DAO) in which she has structured and managed since its acquisition. As Chief Operating Officer for CrowderGulf, her role has provided a liaison to clients, logistics coordination with our field operations, contract negotiations, preparation of proposals, subcontractor coordination, field supervisor, project management, and all aspects of back office activities including accounts payable, accounts receivable and human resources. Having served in both field and documentation management positions, Mrs. Ramsay-Naile is very knowledgeable in all aspects of the debris recovery business and a national leader in the field. **Due to Ashley's integrity and excellent leadership skills, CrowderGulf has continued to cultivate one of the most dedicated and capable teams in the disaster debris recovery business.** Mrs. Ramsay-Naile is involved with all aspects of decision making for CrowderGulf and is an authorized contract signer for the Company.



Reid Loper – Vice President

Mr. Loper graduated from Auburn University with a bachelor's degree in Aerospace Engineering while he worked as a research and design student. Mr. Loper started his career with CrowderGulf in 2010, as Senior Project Manager (SPM) after the BP Oil Spill. As SPM, his role was managing over 1,200 personnel and 600 pieces of equipment. Managing simultaneous projects is one of Mr. Loper's strong points and the BP project consisted of managing eight forward operating bases throughout the Alabama area of responsibility. In 2012, he took on the task to oversee CrowderGulf's Hurricane Sandy Response for the New Jersey Department of Environmental Protection Agency. Since 2012, he has been directly involved in overall company operations for all debris missions in which CrowderGulf has responded. During this time period, managing the removal and disposal of over **50 million cubic yards of debris**. In 2017, Reid was promoted to Vice President of CrowderGulf. As Vice President, he played an integral role after the unprecedented 2017 Storm Season. This involved the management of 93 simultaneous contract activations and over 150 project managers. In 2018, the Florida panhandle was devastated by Hurricane Michael, the first Category 5 hurricane to make landfall since 1992. Reid oversaw Hurricane Michael's debris missions, which resulted in the removal and disposal of **over 14 Million Cubic Yards of debris**. Mr. Loper also oversees CrowderGulf's Special Projects Division, which includes our waterway debris removal operations, including projects from New Jersey, Florida, Alabama, and Texas; making him nationally renowned as one of the leading experts for water borne debris removal.



Mr. Loper bids and oversees various types of construction projects under this division. **Currently, Reid is managing the debris missions for Hurricanes Delta and Laura in Louisiana and Sally in Alabama and Florida.** Mr. Loper is a LEED Accredited Professional with certifications in NPDES and FEMA courses. Mr. Loper has a current OSHA 30 and Hazwoper 40 certification, is NIMS certified and holds general contractor licenses in the following states: Virginia, South Carolina, Georgia, Alabama, Mississippi, and Louisiana.

Margaret R. Wright, Ph.D. – Senior Documentation Director

Dr. Wright has over 25 years of professional training and managerial experience. As a vital member of CrowderGulf's Senior Management Team, her roles include technical proposal writing, training developer and facilitator, regulations compliance, management of record keeping, including day-to-day operations of work completed, communication and coordination with contracting entities during reconciling process, and conducting formal evaluations at completion of projects. Dr. Wright has worked in field operations setting up and managing field offices, hiring and training personnel to work with all required documentation, and at CrowderGulf's Disaster Assistance Office (DAO) after all major disasters since 2003. In 2017, Dr. Wright worked **onsite** with our Client and their monitoring firm to assure that documentation and FEMA reimbursement went smoothly after Hurricane Hermine caused damage in the Florida. She worked to properly invoice and document approximately 9 Million Dollars for the City of Tallahassee and Leon County. Most recently, she and her team worked to invoice and reconcile over **180 Million Dollars for Hurricane Irma and over 86 Million for Hurricane Harvey**. (NIMS Trained)



Raymond "Buddy" Young – Regional Director

Mr. Young was **Regional Director of FEMA Region VI from 1993 – 2001** and served as Administrator for 133 federally declared disasters and emergencies. He is nationally known and recognized in the Emergency Management field and is extremely knowledgeable about FEMA policies and procedures. He is a retired Captain of the Arkansas State Police where he served for 26 years. As the Director of Operations, Mr. Young has been directly involved in the field operations for all major disasters from Hurricane Isabel in 2003. Mr. Young's FEMA knowledge and experience is invaluable to both CrowderGulf and all clients as decisions must be made during the cleanup operation. Mr. Young is one of the most knowledgeable people working in the debris management field with firsthand experience in managing major disasters. He is also a current member of the Board of Directors for Disaster Recovery Contractors Association (DRCA). (NIMS Trained)



Gary Jones – FEMA Specialist and Technical Assistance Manager

Mr. Jones has over 28 years working for the Federal Emergency Management Agency (FEMA). He served as **Deputy Regional Director of FEMA Region VI for 17 years**. During those 17 years as Deputy, he also served as Acting Regional Director for 4 years. Mr. Jones was responsible for administration of emergency management programs in the FEMA Region VI states of Arkansas, Louisiana, New Mexico, Oklahoma, and Texas. He provided direct oversight and implementation of response and recovery operations for presidentially declared disasters in the five-state region. Additionally, Mr. Jones served as a Branch Chief managing several Technological Hazards Branch programs to include Radiological Emergency Management Preparedness, Radiological Defense, Haz. Materials, Earthquake and Hurricane Preparedness, Dam Safety and Chemical Stockpile Emergency Preparedness programs. He was designated Federal Coordinating Officer for Hurricanes Katrina, Rita and Georges and provided executive leadership to over 300 federally declared disasters. Mr. Jones has a Master's Degree from Tulane University and a Bachelor's Degree from the University of Arkansas. (NIMS Trained)



John Campbell – Regional Director

Mr. Campbell has experience in disaster response planning and management since 1968. He has a B.S. degree in Political Science from the University of Southern Mississippi and a Master's degree in Logistics Management from the Florida Institute of Technology. After retirement from the U.S. Army as a full Colonel with 30 years of service, he served for six years as Chief of Operations for Lee County Emergency Management in Fort Myers, Florida. He has direct experience in debris recovery operations from Hurricane Iniki in Hawaii and Hurricanes Charley, Ivan and Wilma that impacted Southwest Florida. He also provided mutual aid to Escambia County, Florida following Hurricane Ivan. During his 36 years of public service, he amassed an extensive background in high-level management, disaster response and training. He also trains CrowderGulf clients in all facets of debris management, Incident Command System (ICS), National Incident Management System (NIMS) and the FEMA PA program process. Mr. Campbell was previously qualified as an accredited Professional Emergency Manager through the Florida Emergency Preparedness Association (FEPA) and remains active in the organization. (NIMS Certified Instructor)



▪ Disaster Administration Office Team

Leigh Anne Ryals, ALEM, CLEM – Emergency Management and Quality Control Specialist

Mrs. Ryals has over 17 years of experience and training in Emergency Management. She has 11 years serving as an Emergency Management Director and 5 years serving as a Disaster Public Information Officer. She has worked 12 Presidential Disaster Declarations and one Incident of National Significance, the Deep Water Horizon oil spill, and of those disasters she served as Incident Commander for eight of those events prior to starting work with CrowderGulf. Mrs. Ryals joined CrowderGulf in 2011 and immediately began work in North Carolina following Hurricane Irene. She used her knowledge of the FEMA Public Assistance Reimbursement Program and experience to provide quality control and project oversight to assist our team and our clients in program policy and procedures. Since that time, Mrs. Ryals continues to provide quality control technical assistance and policy guidance to our staff and clients. Mrs. Ryals experience includes writing Debris Management and Mitigation Plans for County and Municipal Governments. She is extremely knowledgeable with FEMA's public assistance policies and procedures and has been successful in the FEMA appeals process. She has served as a member of the FEMA Hurricane Liaison Team and testified before the 110th and 111th U.S. Congress on Hurricane Katrina Preparedness and Response Initiatives – Best Management Practices. She obtained valuable knowledge in documentation proper damage survey, reports/technical writing, and extensive knowledge on FEMA policy and procedure. Mrs. Ryals learned first-hand the type of documentation and determination it takes to be successful in an OIG / FEMA audit. In addition, Mrs. Ryals has provided Project Management assistance to clients following Hurricane Matthew in Georgia, Hurricane Harvey in Texas and most recently, she served as Project Manager for the City of Daphne in Baldwin County, Alabama following Hurricane Sally. She is a Licensed and Certified Alabama Emergency Manager; and a NIMS 300 & 400 Course Instructor. She holds numerous FEMA and State Emergency Management Certifications.



Jeff Zemlik – Safety Manager

Mr. Jeff Zemlik graduated from Columbia Southern University, graduating with degrees in Occupational Safety and health as well as Organizational Management. Originally hailing from the Chicagoland area, Mr. Zemlik joined the CrowderGulf team in 2010 during the BP oil spill. During this cleanup effort, Jeff headed up the contractor safety program for the state of Alabama.



Every CrowderGulf activation requires Safety in the field, and Mr. Zemlik's field presence is one of his strongest qualities. Regardless of size, safety policy and procedure is strictly enforced, either by Jeff personally, or by the team of trained safety professionals managed by Mr. Zemlik. During Hurricanes Harvey and Irma, Jeff directed the safety program for over 1,500 hauling trucks doing work in 3 States without recordable injuries or fines. In addition, provided operational oversight for debris removal operations in Brazoria County, TX. 2018's Hurricane Michael saw Jeff taking lead in Panama City's "PUSH" operations, providing oversight for the City's leaner/hanger program and removal of trees from publically owned spaces, as well as providing safety leadership to the entire area of operations. During the hyper active hurricane season of 2020, Jeff spearheaded supplying PPE to various government agencies pertaining to COVID-19 protection. 2020 Project highlights include, removal of 60,000 yards of seaweed after Hurricane Cristobal, over 200 PUSH crews post Hurricane Laura, and working closely with the Audubon Society of New Orleans, LA for post Hurricane Zeta cleanup at several of their unique facility's housing common zoo animals and endangered species. **Since taking over the leadership of CrowderGulf Safety program, there have been zero OSHA recordable cases, zero fines or citations and CrowderGulf safety performance and modification rate have consistently been well below industry standards.**

In addition to his accredited degrees, Mr. Zemlik holds his OSHA 500, trains all HAZWOPER associates, USACE CQM and 385-1-1 training. He also has his Asbestos Inspector and Supervisor Certifications. Mr. Zemlik also manages the companies DOT program, and is trained in Fishbone root cause analysis, incident inception. Additional training and certifications include: SONS & TWIC, OSHA 10 hour General Industry, OSHA 510 & 500, Leadership & influence. Most recently, Jeff has obtained his ISA Certified Arborist classification and is a local ISA member of both Texas and Florida Chapters. (NIMS Trained)

Wesley Naile - Contracts Manager

Mr. Naile has had experience in the disaster and recovery field since 2004 when he served in Volusia County, Florida as a CrowderGulf's Field Manager during Hurricane Charley, Frances and Jeanne. In 2005, he was assigned the role of Logistics Coordinator working out of the Disaster Administration Office (DAO), coordinating materials, equipment and subcontractors to CrowderGulf's clients. Mr. Naile's roles now include the management of the pre-event contracts database information, coordinating with new and existing clients in establishing pre-event contract awards and contract documents and coordinating with clients on contract renewals. In 1999, he worked for Gulf Equipment Corporation Wireless Telecom Division on the southern east coast doing tower site build out. He has attended the University Of South Carolina Of Beaufort. He also served three years in the U.S. Army as a 12B Combat Engineer with an honorable discharge. (NIMS Trained)



Freddie Willis - Project Manager

Mr. Willis brings over 26 years of professional experience to the CrowderGulf team. Prior to working for CrowderGulf, Freddie was tasked with overseeing site remediation of a closed oil refinery. He successfully managed the removal and disposal of more than 33,331,536 gallons of crude oil, gasoline, diesel and JP-5 jet fuel from leaking tanks with final approval from the EPA and ADM. Freddie began his career with CrowderGulf in 2017 where he worked as a field supervisor in Florida in response to Hurricane Irma. **Since that time, Freddie has managed multiple projects of varying scopes, ranging from sand screening, marine construction, shoreline restoration, and dredging and debris removal.** In 2018, Freddie successfully managed debris removal crews in a 1,200 square mile area in the Carolinas; managing multiple debris management sites and removing hundreds of thousands of cubic yards of debris. After completing the project in



North Carolina, Freddie relocated to Florida and managed a marine debris project for the City of Mexico Beach, after the Cat 5 Hurricane Michael destroyed the Florida Panhandle. Mr. Willis takes great pride in exceeding the expectations of CrowderGulf's clients and establishing excellent working relationships from the start.

Isam Brisco - Project Manager

Mr. Brisco is a Graduate of the University of North Texas. He is currently managing the debris removal operations in Calcasieu Parish, Louisiana. He has overseen all of the day to day operations of a project that, at its peak had over 200 trucks removing over 98,000 cubic yards of debris from the ROW daily. He has located and permitted 12 Disaster Management Sites in strategic locations throughout Calcasieu Parish to more effectively remove debris from the ROW. He is the liaison between the subcontractors, monitoring company, and client to ensure all aspects of the job are running smoothly and the client's needs are met. He has seamlessly managed a project that has removed, reduced, and hauled to final disposal over 6,200,000 cubic yards of debris as of January 2021.



In Western Bay County, Florida, Mr. Brisco was the project manager following Hurricane Michael in October 2018. His responsibilities were: Running PUSH Operations to clear streets immediately after Hurricane Michael. Locating and permitting suitable temporary disaster management sites, mapping and plotting debris on all County roads. Debris estimations for the County, delegating debris zones to subs and ensuring they adhere to assigned zones. Supervising operations at Debris Management Sites. Removed 1,993,900 cubic yards of debris from ROW as of the end of 2020.

Managed Debris Removal Operation in Dickinson, TX after flooding from Hurricane Harvey, September 2017–March 2018. Found a suitable temporary Disaster Management Site for increased efficiency of haul in and reduction of C&D. Communicated with the City on a daily basis to update on progress and to prioritize areas for debris pickup. Mapped and plotted all of the roads in the City and relaying the maps to trucks. Zoned the City maps and assigned zones to trucks, worked with Monitoring Company to ensure the job ran smoothly. Oversaw haul out of compacted debris to final disposal, set up and supervised pick up and disposal of White Goods & HHW. Successfully removed, reduced, and hauled to final disposal over 230,000 cubic yards of C&D.
(NIMS Trained)

Matt Lucas- Project Manager

Mr. Lucas has over 25 years of extensive experience in debris clean up. He worked for the state of New Jersey and the New York Port Authority during the destruction of the world trade centers, and was instrumental in the construction of various logistical sites for the cleanup operations. In 2012 he was the Senior Project Manager managing clean-up operation for Hurricane Sandy and was instrumental in the right of way collections, PPDR, waterway debris removal, vessel recovery, and dredging ICW/marinas that were impacted. He also managed clean-up efforts in Raleigh, North Carolina and Fayetteville, North Carolina for hurricane Matthew this included right of way collection, set up and close out of temporary debris sites.



Mr. Lucas was also involved in vessel recovery and salvage operations Beaufort, South Carolina. He managed the hurricane Harvey clean up in Port Arthur, TX, which resulted in **1 million cubic yards** of debris removed and properly disposed.

More notably Mr. Lucas was the Sr. Project manager for hurricane Michael which devastated Panama City, FL. Mr. Lucas had over sight of all right of way, ditches, PPDR clean up and managed six temporary debris manage sites, which resulted in **4 million cubic yards** of debris removed from the city. He has owned and operated several business through his career. He has held a New Jersey A901 disposal license, a New Jersey electrical license, 100 ton U.S. Coast Guard License, and a CDL

Robert Lewis Najor – Project Manager & Quality Control

Robert (Lew) began work for CrowderGulf in 2017 following a 25 year career with the United States Army Corps of Engineers (USACE). While at the USACE, Robert held such positions as Project Manager and Construction Quality Control (CQC) Manager. Robert worked USACE projects for debris management services from 1993 – 2016. Robert's industry knowledge of disaster and debris related projects with the USACE and civilian contracting companies has led to his in depth experience with removal and reduction, beach restoration, levee enlargement and buildup, operation Blue Roof projects, and flood control across the Gulf Coast.



In addition to his extensive industry background, Robert is certified by the United States Army Corps of Engineers for Construction Quality Management for Contractors, and he is also certified by the State of Florida Department of Business and Professional Regulation as an Underground Utility and Excavation Contractor. Furthermore, he holds a Class B certified driver's license, and is a heavy equipment operator.

Robert brings to CrowderGulf his strong understanding of the USACE Quality Assurance and Quality Control Program. His experience and ability to provide damage assessment has been critical for evaluating the aftermath of disaster events in order to help Clients. His training and experience with debris and project management and his understanding of the complexity of CQC Management has been instrumental in the successful completion of many of CrowderGulf's debris removal projects.

Howard Turner - Project Manager

Mr. Turner has a long career spanning over 2 decades experience in the debris management industry. He began his management career at Grind-all where he oversaw scheduling and operations of four grinders, three screens, mulch coloring plant, fifteen loaders, excavators, trucks, and miscellaneous equipment. He was also responsible for the operation of three dumping and grinding sites for preparation of mulch, topsoil and organic growing media. After Hurricane Isabel devastated the eastern portion of Virginia and the Carolina's in 2003, Mr. Turner utilized his experience in DMS and debris reduction management for CrowderGulf. Mr. Turner served as the Project Manager in Virginia Beach, Norfolk, Suffolk, Newport News, and the Counties of James City, Southampton, York, and Suffolk. Mr. Turner was responsible for all aspects of disaster debris collection, recordation, reduction, damage claims and client contact. In 2004, Mr. Turner served as the Project Manager for Lee County, Cities of Ft. Meyers and Cape Coral, Sanibel and Captiva Islands, and Upper Captiva Island after Hurricane Charley and Frances damaged the area. He was responsible for day-to-day management of all disaster recovery activities including collection crews and equipment, debris reduction and disposal, site restoration and acting as the Liaison with the municipalities, the Corps of Engineers and FEMA. Then in 2011, Mr. Turner managed York County, VA after Hurricane Irene effected the area. Most recently, Mr. Turner managed the Hurricane Irma debris management operation for numerous clients in the center portion of Florida.



Amber Ramsay – Public/Community Relations and Marketing Manager

Ms. Ramsay has been CrowderGulf's Public/Community Relations and Marketing Manager since 2004. Throughout the year she interfaces with Clients and acts as CrowderGulf's (continuing education) Conference Coordinator. During a disaster, one of her main responsibilities is to liaison between CrowderGulf's Project Managers and USACE, elected officials, public work directors, incident commanders of Emergency Operations Centers and Clients. She coordinates directly with Public Information Officers and assists in the release of pertinent debris recovery operations to the citizens. Some of her field experience includes Field Supervisor in Pascagoula, MS after Hurricane Ivan in 2004, Lake Charles, LA after Hurricane Rita in 2005, Deere Park, TX after Hurricane Ike in 2008, and in Edenton, NC after Hurricane Irene in 2011 and Dauphin Island, AL after Hurricane Isaac in 2012. Prior to coming to CrowderGulf she was a Marketing/Sales Manager for McKenzie-Childs in New York City for 10 years. Ms. Ramsay is a Graduate of Auburn University. (NIMS Trained)



Gina Walley – Accounts Receivable Manager / Documentation Specialist

Ms. Walley has been the Accounts Receivable Manager and Documentation Specialist since 2005. She continually interfaces with clients and client representatives to build a strong team relationship to provide accurate documentation to support CrowderGulf work and eligibility. She works closely with clients during FEMA audits to provide necessary documentation in a timely manner. Her background in Computer Engineering Technology has helped her in creating and managing all in-house databases. Each database is specifically designed to meet the client's needs. In addition to client databases, she also builds databases that house pertinent company data such as contract information, subcontractor information and historical CrowderGulf information. Shortly after Hurricane Ike in 2008, she teamed with a programmer to build a unique and powerful database that has proven to increase accuracy in data recording. Ms. Walley's experience has spanned across more than 20 major hurricane events as well as numerous non-disaster related projects. (NIMS Trained)

**Jenny Todd – Subcontractor SMBE Compliance Manager**

Ms. Todd manages subcontractors and develops and promotes CrowderGulf's Small/Minority Business division. Her focal point is to contact and localize subcontractors during and after the RFP development phase in an effort to maintain community involvement and maximize local small /minority businesses participation. In 2003, she earned a Bachelor of Science degree in Marketing and a minor in Mathematics from the University of Alabama. After graduation, she joined a law firm in Tuscaloosa. In 2005 she joined the CrowderGulf Team which was during the rebuilding process along the Gulf Coast after Hurricane Katrina. The legal experience she gained made her the ideal candidate to oversee the subcontracting operations. (NIMS Trained)



Resumes will be provided upon request.

No employee identified for anticipated assignment to the City's Site Management Team has ever been a defendant in any proceeding involving or arising out of debris removal services.

Additional Personnel

The following is a partial list of CrowderGulf's available management, administrative, and supervisory personnel (full resumes are available upon request) who, depending on the scope of work, may be assigned to the contract:

Full Time and DAO Personnel

Last Name	First Name	Position
Ramsay	John Aaron	Superintendent, Sub Contractor Crew Foreman
Ramsay	Lyman	Senior Project Manager
Simon	Paris	Accounting Clerk
Suters	Donna	Accounting, Documentation Management
James	Jenny	Accounting, Documentation Management
Turner	Mary	Logistics, Contract Management
Williamson	Kelley	Subcontractor Accounts Payable Mgr, DAO Office Manager
Edwards	Melinda	Executive Administrative Assistant
Noll	Kerrie	Proposal Manager
Snell	Brandi	Receptionist
Sprinkle	Aimee	Receptionist, Accounting Clerk

Additional Field Personnel

Last	First	Position	Last	First	Position
Anderson	Paul	Field Supervisor	Laurent	Zakiya	Field Supervisor
Baldwin	Lisa	Field Supervisor	Lee	Brandon	Field Supervisor
Bell	Maria	Field Supervisor	Leggett	Dee & Jan	Field Supervisor
Bell	Brad	Project Manager	Loper	Leigh	Project Manager
Bender	Jay	Project Manager	Loper	Mark	Field Supervisor
Bishop	Anthony	Project Manager	Lund	Barry	Project Manager
Brewer	James	Project Manager	Matlack	Desiree	Project Manager
Brewer	Lapa	Field Supervisor	Mosby	Jacob	Field Supervisor
Cade	Victor	Field Supervisor	Perkins	Megan	Field Supervisor
Campbell	Tony	Field Supervisor	Poore	Jim	Project Manager
Crigler	Eric	Field Supervisor	Powell	Mark	Project Manager
Cruz	Lisa	Field Supervisor	Rackley	Rodney	Field Supervisor
DeHart	Vance	Project Manager	Ransom	Jim	Field Supervisor
Drinkwater	Cliff	Field Supervisor	Rel	Gabriel	Field Supervisor
Duhon	Ronnie	Project Manager	Rich	Bud	Project Manager
Edge	Ron	Project Manager	Roberts	Sam	Project Manager
Fontenot	Dru	Project Manager	Roberts	Kadeem	Field Supervisor
Francisco	Ken	Field Supervisor	Robinson	Tom	Project Manager
Frye	Jim	Project Manager	Sabasie	Dalicia	Field Supervisor
Giffens	Brian	Field Supervisor	Scantlebury	Clement	Field Supervisor
Gill	Ray	Project Manager	Smith	Tim	Field Supervisor
Gittens	Margaret	Field Supervisor	Spann	Gregory	Field Supervisor
Hall	Eric	Project Manager	Thorson	Ron	Project Manager
Hayes	Dan	Project Manager	Tompkins	Alyssa	Field Supervisor
Hayes	Roy	Project Manager	Van Vactor	Joe	Project Manager
Henry	Curn	Field Supervisor	Whitten	Brent	Field Supervisor
Hill	Philip	Project Manager	Widgeon	Pam	Field Supervisor
Holiday	Richard	Field Supervisor	Widgeon	Paul	Field Supervisor
Hollman	Michael	Field Supervisor	Wimberly	Mike	Project Manager
Holmes	Barton	Field Supervisor	Wong	Tina	Field Supervisor
Hope	Gene	Field Supervisor	Wright	Charles	Project Manager
Iuteri	Rodney	Field Supervisor	Wright	Latasha	Field Supervisor

Key Personnel Storm Chart

The chart below lists CrowderGulf's key personnel and the storms/activations since 2005. Additional information and resumes can be provided upon request.

Key Personnel Past Storm Experience	2005		2006		2008		2009		2010		2011		2012		2013	2014		2015	2016			2017		2018		2019	2020	2020					
	Hurricane Katrina	Hurricane Rita	Hurricane Wilma	Ice Storm	TS Ernesto	Hurricane Gustav	Hurricane Ike	Ice Storm	TS Ida	BP Oil Spill	Hurricane Earl	Hurricane Irene	Tornado	Hurricane Isaac	Hurricane Sandv	TS Debbie	Blizzard Nemo	Ice Storm Pax	Ice Storm Ulysses	Severe Storms & Flooding	Ice Storm	TX Severe Storms	LA Severe Storms	Hurricane Hermine	Hurricane Matthew	Hurricane Harvey	Hurricane Irma	Hurricane Florence	Hurricane Michael	Texas Tornado	Hurricane Laura / Delta	Hurricane Sally	
Ashley Ramsay-Naile, President	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Nick Pratt, Dir. of Operations	✓		✓	✓			✓			✓		✓		✓	✓			✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Reid Loper, Vice President										✓				✓	✓					✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Raymond "Buddy" Young, Regional Dir. **		✓	✓		✓		✓	✓		✓		✓	✓		✓							✓		✓	✓	✓			✓	✓	✓	✓	
John Campbell, Regional Dir.			✓				✓					✓	✓	✓	✓			✓		✓				✓		✓			✓				
Margaret Wright, Ph.D., Documentation Dir.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Jeff Zemlik, Safety Manager										✓		✓	✓	✓	✓		✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Leigh Anne Ryals, FEMA Specialist **	x					x	x		✓			✓		✓	✓			✓					✓	✓	✓	✓	✓	✓	✓	✓	✓		✓
Gary Jones, FEMA Specialist **														✓	✓		✓	✓	✓	✓		✓		✓	✓					✓			
Wesley Naile, Contracts Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Brian Smallwood, Regional Manager												✓	✓	✓	✓					✓		✓	✓	✓	✓	✓	✓	✓	✓		✓		
Barrett Holmes, Regional Manager **																		✓				✓	✓	✓	✓		✓	✓				✓	
Don Madio, Regional Manager **						x	x	x	x		x	x		x	x	x	x	x	x					x	x	✓	✓		✓			✓	
Clayton Young, Regional Manager												✓															✓	✓		✓	✓		
Wilber Ledet, Project Manager							✓	✓		✓		✓	✓	✓	✓		✓	✓	✓	✓		✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	
Howard Turner, Project Manager			x									x		✓	✓				✓						✓		✓	✓				✓	
Drew Sprinkle, Project Manager							✓			✓																✓	✓	✓	✓		✓	✓	
Joe Hayes, Project Manager																										✓	✓		✓		✓		
Matt Lucas, Project Manager																									✓	✓		✓	✓		✓		
Isam Brisco, Project Manager **																												✓	✓	✓	✓		
Lew Najor, Project Manager **																												✓	✓	✓	✓		
Amber Ramsay, Public & Com. Relations	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓					✓					✓			✓	✓	✓	✓	✓	✓	✓	✓	✓		
Gina Walley, Accounts Receivable Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Jenny Todd, Subcontracts Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	

** These employees have additional experience with storms prior to 2005, FEMA, United States Army Corp. of Engineers, Emergency Management or other Companies

Personnel Certifications and Understanding of Governmental Programs

CrowderGulf's management team includes previous FEMA Directors, Emergency Managers and FEMA trained Debris Specialists. Numerous certifications are held by all of our key management staff as well as our field operations staff. This wealth of knowledge is used to assist our clients in complying with FEMA guidelines and completing any and all paperwork that they may be called upon to provide FEMA, FHWA or the Office of Inspector General. Our staff is well-versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327). Today, the staff holds numerous FEMA course certifications and a number of OSHA Health & Safety and Hazardous Materials certifications. CrowderGulf employees are required to attend State and National conferences and training classes for continuing education credits and certification maintenance on a yearly basis.

Additional Courses that are relevant to Debris Management that are held by staff members include the following:

Course No.	Course Name	Course No.	Course Name
IS 1	Emergency Program Manager	IS-75	FEMA Military Resources and EMA
IS-2	Emergency Preparedness in the USA	IS-101/102	Deployment Basics
IS-5	Intro to Hazardous Materials	IS-111	Livestock in Disaster
IS-10/11	Animals in Disaster	IS-120	Introduction to exercises
IS-27	Orientation to FEMA logistics	IS-139	Exercise Design
IS-30/31	Mitigation eGrants training	IS-208	State Disaster Management
IS-45.11	FEMA Safety Orientation	IS-230	Principals of Emergency Management
IS-55	Household Hazardous Materials	IS-235	Emergency Planning
IS-240	Leadership & Influence	IS241	Decision Making and Problem Solving
IS-242	Effective Communications	IS-250	Emergency Support Functions
IS-324	Community Hurricane Preparedness	IS-403	Individual Assistance
IS-630	Intro to Public Assistance Process	IS-631	Public Assistance Operations
IS-632	Intro to Debris Ops in FEMA's PA Program		Oil and Hazardous Materials Response
G202	Debris Management	G363	Hurricane Readiness
G 385	Disaster Response and Recovery Operations	FEMA	EMI Professional Development Series
	Debris Management Planning Course for State Tribal and locals		Side Scan Sonar Systems Introduction and Side Scan Sonar Systems Operators Course
OSHA	Hazwoper Training	ICS 363	Hurricane Readiness
	Asbestos Contractor Supervisor	L449	ICS Incident Command Train the Trainer
IS 100	Intro to ICS	IS 200	ICS for single resources & Initial Action Incidents
IS300	Intermediate ICS	IS 400	Advanced ICS
IS 700	Intro into the National Incident Mgt. System	NIMS 800a	National Response Plan
NIMS 700/701a	Multi Agency Coordination System (MAC)	NIMs 702	NIMS Public Information System
703	NIMS Resource Management	IS 803	Emergency Support Functions PW

CrowderGulf's Certifications & Training

The following is a short list of certificates and training specialized by CrowderGulf personnel. There are over 135 additional certifications and training certificates available upon request.



FEMA | Emergency Management Institute

Emergency Management Institute



FEMA

This certificate of achievement is to acknowledge that

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course

IS-00700 a National Incident Management System (NIMS)

U.S. Department of Homeland Security

Emergency Management Institute

IS-00100 - Intro to Incident Command Systems

Ashley Ramsay-Naile	Donna Suters	Margaret Wright
Amber Ramsay	Gary Jones	Mark Loper
Andrew Sprinkle	Gina Walley	Mike Moulder
Barrett Holmes	Jenny Todd	Nick Pratt
Barry Lund	Jeff Zemlik	Reid Loper
Brian Smallwood	Joe Hayes	Ronald Thorson
Buddy Young	John Campbell	Vance DeHart
Charles Clark	Kerrie Noll	Wes Naile
Clayton Young	Leigh Anne Ryals	Wilber Ledet
Desiree Matlack	Lisa Baldwin	
Don Madio		

IS-230 - Principles of Emergency Management

Leigh Anne Ryals Joe Hayes

IS-00242 - Effective Communication

Reid Loper Mike Moulder
Leigh Anne Ryals Barry Lund

IS-00700 - Intro to National Incident Management System (NIMS)

Ashley Ramsay-Naile	Donna Suters	Margaret Wright
Amber Ramsay	Gary Jones	Mark Loper
Andrew Sprinkle	Gina Walley	Mike Moulder
Barrett Holmes	Jenny Todd	Nick Pratt
Barry Lund	Jeff Zemlik	Reid Loper
Brian Smallwood	Joe Hayes	Ronald Thorson
Buddy Young	John Campbell	Vance DeHart
Charles Clark	Leigh Anne Ryals	Wes Naile
Clayton Young	Lisa Baldwin	Wilber Ledet
Desiree Matlack		
Don Madio		

IS-300 - Intermediate ICS

IS-300 Instructors: John Campbell and Leigh Anne Ryals

Reid Loper Jeff Zemlik

IS-00200 - ICS for Single Resources & Initial Action Incidents

Ashley Ramsay-Naile	Donna Suters	Margaret Wright
Amber Ramsay	Gary Jones	Mark Loper
Andrew Sprinkle Barrett	Gina Walley	Mike Moulder
Holmes	Jenny Todd	Nick Pratt
Barry Lund	Jeff Zemlik	Reid Loper
Brian Smallwood	Joe Hayes	Ronald Thorson
Buddy Young	John Campbell	Vance DeHart
Charles Clark	Kerrie Noll	Wes Naile
Clayton Young	Leigh Anne Ryals	Wilber Ledet
Desiree Matlack	Lisa Baldwin	
Don Madio		

IS-00235 - Emergency Planning

Leigh Anne Ryals Barry Lund Joe Hayes

IS-00632 - Intro to Debris Operations in FEMA's Public Asst. Program

Reid Loper Donna Suters Mike Moulder
Leigh Anne Ryals Barry Lund

IS-00800 - Intro to National Response Plan (NRP)

Ashley Ramsay-Naile	Donna Suters	Margaret Wright
Amber Ramsay	Gary Jones	Mark Loper
Andrew Sprinkle	Gina Walley	Mike Moulder
Barrett Holmes	Jenny Todd	Nick Pratt
Barry Lund	Jeff Zemlik	Reid Loper
Brian Smallwood	Joe Hayes	Ronald Thorson
Buddy Young	John Campbell	Vance DeHart
Charles Clark	Leigh Anne Ryals	Wes Naile
Clayton Young	Lisa Baldwin	Wilber Ledet
Desiree Matlack		
Don Madio		

IS-400 - Advanced ICS Command & General Staff IS-400

Instructors: John Campbell and Leigh Anne Ryals

Reid Loper Jeff Zemlik

OSHA 30 Hour – Construction Andrew Sprinkle Barrett Holmes Brian Smallwood Buddy Young Charles Clark Clayton Young Eric Hall Jeff Zemlik John Campbell Lew Najor Lisa Baldwin Mark Loper Mike Moulder Nick Pratt Ronald Thorson Reid Loper Vance DeHart Wes Naile Wilber Ledet 	Hazwoper – Hazardous Waste Operations and Emergency Response Brian Smallwood Jason Zirlott Jeff Zemlik John Campbell Nick Pratt Reid Loper Ronnie Duhan Mark Loper Wilber Ledet Vance Dehart 
OSHA Misc. OSHA 10 Hour General Industry OSHA 500 – Train the Trainer Brian Smallwood Jeff Zemlik Lew Najor Reid Loper Jeff Zemlik 	Watershed Management Training Barry Lund Brandi Snell Brian Smallwood Clayton Young Jeff Zemlik Leigh Anne Ryals Reid Loper 
U.S.A.C.E. – Q.C.M (Construction Quality Management) Amber Ramsay Andrew Sprinkle Barret Holmes Barry Lund Brian Smallwood Clayton Young Don Madio Jason Zirlott Jeff Zemlik John Campbell Leigh Anne Ryals Lew Najor Margaret Wright Nick Pratt Reid Loper 	T.W.I.C. Card Andrew Sprinkle Barry Lund Brian Smallwood Jeff Zemlik Nick Pratt Reid Loper Wilber Ledet 
First Aid/CPR Ashley Ramsay Amber Ramsay Andrew Sprinkle Barrett Holmes Barry Lund Brian Smallwood Buddy Young Charles Clark Clayton Young Desiree Matlack Donna Suters Eric Hall Gary Jones Gina Walley Jeff Zemlik Jenny Todd John Campbell Leigh Anne Ryals Margaret Wright Mark Loper Mike Moulder Nick Pratt Reid Loper Ronald Thorson Vance DeHart Wes Naile Wilber Ledet 	Misc. Training Asbestos Supervisor Asbestos Inspector USACE 385-1-1 40 hour Jeff Zemlik Jeff Zemlik Jeff Zemlik  
Underground Utility and Excavation Certification Lew Najor	

10. FEIN: 01-0626019

B. Experience



B. Experience

1. Current Contracts

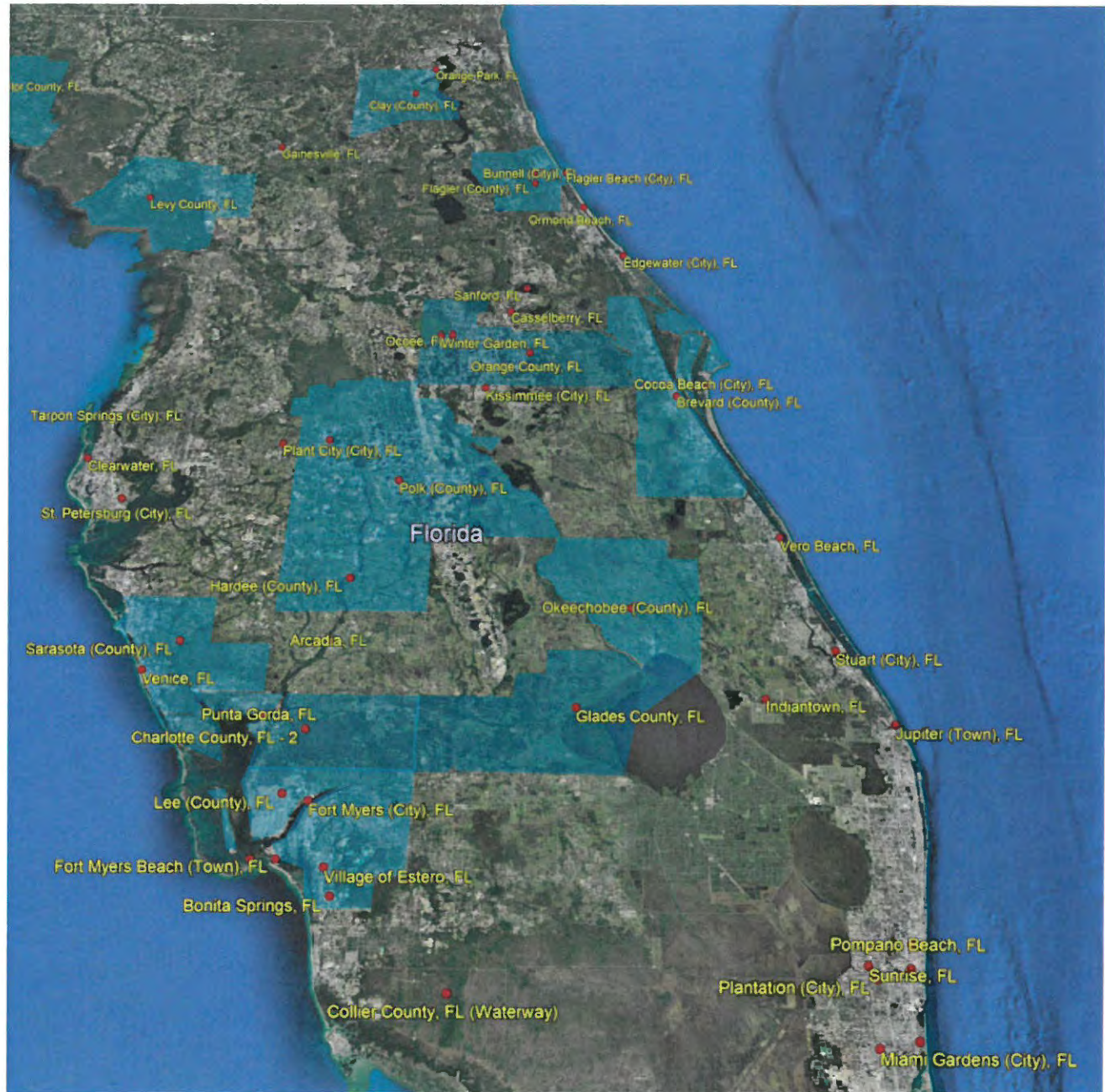
Below is a list of CrowderGulf current contracts within the State of Florida.

Client	Duration	Client	Duration	Client	Duration
FLORIDA					
Apalachicola (City)	2018-2021	Arcadia (City)	2017-2027	Aventura (City)	2006-2021
Bay Co.	2021-2026	Bonita Springs (City)	2017-2023	Carrabelle (City)	2018-2021
Casselberry (City)	2017-2023	Charlotte Co. Public Schools	2017-2023	Clay Co.	2019-2026
Cocoa Beach (City)	2016-2021	Crestview (City)	2018-2021	Destin (City)	2019-2021
Edgewater (City)	2016-2021	Estero (Village)	2019-2024	Flagler Beach (City)	2020-2025
Flagler Co	2020-2025	Fort Myers Beach (Town)	2018-2023	Fort Myers (City)	2019-2024
Franklin Co	2018-2021	Gainesville (City)	2018-2026	Indian Harbour Beach (City)	2021-2025
Jupiter (Town)	2017-2023	Kissimmee (City)	2020-2025	Lakeland (City)	2015-2022
Lauderdale-By-The-Sea (Town)	2018-2024	Lee Co	2017-2023	Levy Co	2017-2024
Lynn Haven (City)	2019-2025	Mexico Beach (City)	2019-2024	Miami Gardens (City)	2019-2024
Ocoee (City)	2018-2023	Okaloosa Co	2017-2022	Okeechobee Co.	2020-2025
Orange Park (Town)	2020-2024	Panama City (City)	2017-2022	Panama City Beach (City)	2019-2024
Parker (City)	2018-2023	Plant City	2020-2025	Plantation (City)	2017-2027
Pompano Beach (City)	2019-2024	Punta Gorda (City)	2017-2023	Sanford (City)	2015-2022
Sanibel (City)	2018-2023	Satellite Beach (City)	2020-2025	Shalimar (Town)	2017-2022
St. Petersburg (City)	2020-2026	Stuart (City)	2017-2022	Sunrise (City)	2019-2030
Tarpon Springs (City)	2017-2022	Taylor Co.	2017-2022	Valparaiso (City)	2017-2022
Venice (City)	2019-2024	Vero Beach (City)	2017-2022	Washington Co	2020-2030
Wilton Manors (City)	2017-2026	Winter Garden (City)	2019-2024		

Florida Panhandle



Florida Peninsula



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 data base of trusted and experienced subcontractors, and agreements with national rental companies, allows 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, 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 also 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 and as a result, we have implemented a Quality Assurance / Quality Control (QA / QC) Field Team that is in charge of entering our data and working directly with the monitoring firms out in the field. 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 Florida. Reid Loper, Vice President, Leigh Anne Ryals, Emergency Management / Quality Control Supervisor and Brian Smallwood Regional Manager, led the trainings in Alabama and Texas. Barrett Holmes, Regional Manager led several trainings along the East Coast, including the Hilton Head Area and both the Carolinas. Don Madio, Regional Florida Manager, led several trainings in Florida. 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. A copy of those presentations can be made available to the City, upon request.

2021 Eastern Regional Training Session in Laurens, SC



Hurricanes Florence and Michael – Implementation of After Action Items

It didn't take long for CrowderGulf's updated Management Approach, Annual Trainings, Selective Subcontracting Initiatives and New Monitoring Relationships to be put at the forefront of a 2 storm event 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 and produced 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 after Hurricane Harvey and Irma, our team was prepared for these 2 events. The CrowderGulf Team 'Rose to the Challenge' and 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 trained 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. Due to the widespread flooding, it took several weeks for those waters to recede but our Team was fully mobilized and ready to begin removal operations when safe to do so. We responded to our Florida clients with full resources and had damage assessment personnel on the ground within two hours of the storms 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.

2. Current Contracts / Past Performance over 1 Million Cubic Yards within the Past 7 Years

Past Performance - 7 Years, Projects in Excess of 1 Million Cubic Yards

The chart below contains a partial listing of contracted work accomplished by CrowderGulf as Prime Contractor (unless otherwise stated) for the past 7 years. Projects with Cubic Yardage Removal in excess of 1 million cubic yards have been highlighted in yellow. A complete list can be made available dating back to Hurricane Frederick in 1979.

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2020 Hurricane Zeta	7-Activations – 2 DMS's – EM-3550 (MS), EM-3549 (LA)	\$27,423,645 Total Event Cost	2,799,016 Total Event CY	Invoiced through February 26, 2021
Audubon Nature Institute, LA 10/31/2020-12/15/2020	Removed & Disposed: Veg, hangers (486 trees), leaners (288 trees)/ Specialty Tree Removal: Monitored by Tetra Tech	\$593,154	9,668	Daniel Illg, Arboricultural Supervisor, 6500 Magazine Street New Orleans, LA 70118 Ofc: 504-212-5232 cell: 985-960-8873, dillg@auduboninstitute.org Cecilie Halliwill, Director of Purchasing, Ofc: 504-212-5325 cell: 985-774-7549 challiwill@auduboninstitute.org
Biloxi, MS 11/5/2020-1/20/2021	Removed & Disposed: Veg; Reduced by Grinding; Monitored by True North	\$3,939,197	272,608	Mr. Billy Ray Allen, Public Works Director 780 Esters Blvd. Biloxi, MS 39530 228-435-6271 ballen@biloxi.ms.us Mayor Andrew "FoFo" Gilich, 140 Lameuse Street 2nd Floor, Biloxi MS 39530 mayor@biloxi.ms.us
D'Iberville, MS 11/04/2020-1/11/2021	Removed & Disposed: Veg; Leaners (37 trees) and Hangers (370 trees) Reduced by Grinding; Self Monitored	\$568,456.60	35,034	Mike Mullins, Director of Public Works 10383 Automall Parkway D'Iberville, MS 39540 Ofc: 228-669-5539 Cell: 228-669-5539 mmullins@diberville.ms.us
Gulfport, MS 11/08/2020-2/23/2021	Removed & Disposed: Veg, C&D, Leaners (485 trees) and Hangers (12,297 trees), Stumps; Reduced by Grinding; Monitored by Tetra Tech	\$6,211,686	944,253	Robert (Chris) K. Riemann, Engineering Director 4050 Hewes Avenue Gulfport, MS 39507 Ofc: 228-868-5740 Cell: 228-518-2980 kriemann@gulfport-ms.gov
Harrison Co, MS 11/04/2020-2/3/2021	Removed & Disposed: Veg; Reduced by Grinding; Monitored by Volkert	\$9,225,524	1,063,831	Rupert H. Lacy, Director of Emergency Management 1801 23rd Avenue Gulfport, MS 39502 Ofc: 228-865-4002 Cell: 228-323-6420 rupertlacy@co.harrison.ms.us
Jackson Co, MS 11/06/2020-02/7/2021	Removed & Disposed: Veg; Leaners (488 trees) & Hangers (14,079 trees); Parks and Golf Courses Reduced by Grinding; Monitored by Thompson	\$7,148,349	436,284	W. Brian Fulton, County Administrator 2915 Canty Street Pascagoula, MS 39567 228-769-3088 Brian_Fulton@co.jackson.ms.us
Pascagoula, MS 11/20/2020-12/18/2020	Removed & Disposed: Veg; Leaners (1 tree) & Hangers (658 trees) Reduced by Grinding; Monitored by Thompson	\$286,302	20,888	Karen Kennedy, City Clerk 603 Watts Avenue Pascagoula, MS 39567 Ofc: 228-938-6615 cityclerk@cityofpascagoula.com
Wiggins, MS 01/21/2021-02/11/2021	Removed and disposed Vegetation to DMS; Reduction by Grinding. Self Monitored	\$207,800	16,447	Michelle Gill, Project Engineer (Tice Engineering), 510 South Vardaman Street Wiggins, MS 39577 Office: 601-928-4121 Cell: 601528-4152 michelle.gill@ticeeng.com
2020 Hurricane Sally	10-Activations – 37 DMS's – FEMA DR-4563-AL / DR-4564-FL	\$113,003,354.22+ Total Event Cost	16,103,637+ Total Event CY	Invoiced through March 15, 2021

RFP # 2021-17 for Debris Removal, Reduction and Recovery
City of Ormond Beach, FL

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
AL DOT SW Region – Mobile 09/24/2020 – 01/22/2021	Removed & Disposed: Veg, C&D, Compacted C&D, Mulch, hangers (9,111 trees), leaners (3,320 trees) Reduced by Grinding (564,550 CY) & Compaction (59,952 CY); (17 DMS); Monitored by Thompson	\$14,126,883	1,481,478	Matthew Ericksen , SW Region Engineer 1701 West I-65 Service Road North Mobile, AL 36618 Ofc: 251-470-8200 ericksenm@dot.state.al.us
Atmore, AL 10/1/2020 – 11/01/2020	Removed & Disposed: Veg, hangers (1,082 trees), leaners (28 trees); Reduced by Grinding (43,759 CY); Monitored by GMC	\$673,070	99,810	Mayor Jim Staff , 201 East Louisville Ave. Atmore, AL 36502 Ofc: 251-368-2253 celial@cityofatmore.com
Baldwin Co, AL 09/25/2020 – Ongoing	Removed & Disposed: Veg, C&D, Compacted C&D, Mulch, hangers (39,518 trees), leaners (5,890 trees), White Goods (165), E-waste (20); Reduced by Grinding (24,197,072 CY) & Compaction (293,171 CY); Monitored by Tetra Tech	\$61,146,831	10,123,897	Terrie Graham , Solid Waste, 22070 Hwy 59 Central Annex II 3 rd & 4 th Floor Robertsdale, AL 36567 251-972-6878 TGraham@baldwincounty.al.gov
Bay Minette, AL 09/25/2020 – 11/03/2020	Removed & Disposed: Veg, C&D, hangers (1,204 trees), leaners (48 trees); Reduced by Grinding (141,808 CY); Monitored by Self Monitored	\$1,516,900	173,503	Rita Diedtrick , City Clerk, 301 D'Olive Street Bay Minette, AL 36507 Ofc: 251-580-1637 rdiedtrich@ci.bay-minette.al.us
Daphne, AL 09/22/2020 – 01/05/2021	Removed & Disposed: Veg, hangers (3,868 trees), leaners (191 trees), Stumps (9) Reduced by Grinding (357,695 CY); Monitored by True North	\$4,570,398	734,567	Denise Penry , EMA Accountant, 26435 Public Works Road Daphne, AL 36526 Ofc: 251-621-3182 dpenry@daphneal.com
Fairhope, AL 09/21/2020 – 12/19/2020	Removed & Disposed: Veg, C&D, Mulch, hangers (7,058 trees), leaners (374 trees), stumps (55) Reduced by Grinding (547,868 CY); Monitored by True North	\$8,703,289	1,290,709	John Saraceno , Emergency Management Coordinator, 161 N. Section Street Fairhope, AL 36532 Ofc: 251-929-7415 Cell: 251-331-1103 John.Saraceno@fairhopeal.gov
Gulf Shores, AL 09/25/2020 – 02/3/2021	Removed & Disposed: Veg, C&D, Parks debris, Trails debris, waterway debris, stumps, Mulch, Compacted C&D, HHW (9,460 Lbs), E-Waste (114), White Goods (232), Hangers (7,162 trees), Leaners (2,938 trees), Stumps (285) Reduced by Grinding (454,694 CY) & Compacting (39,711 CY); Monitored by Thompson	\$9,095,761	1,074,894	Mark Acreman , PW Director, 1905 West 1 st Street Gulf Shores, AL 36542 251-968-1155 macreman@gulfshoresal.gov
Orange Beach, AL 09/20/2020 - Ongoing	Removed & Disposed: Veg, C&D, Municipal debris, beach debris, trail debris, waterway debris, wetlands debris, C&D compacted, mulch, HHW (71,140 lbs), E-Waste (335), white goods (1,545), hangers (4,527 trees), leaners (725 trees), Stumps (342); Reduced by Grinding (227,081 CY) & Compacting (189,350 CY); Monitored by Thompson	\$11,569,524	974,318 +	Mr. Phillip West , Coastal Resource Director, 4101 Orange Beach Blvd Orange Beach, AL 36561 Ofc: 251-981-6788 Cell: 251-747-6166 pwest@orangebeachal.gov
Spanish Fort, AL 09/28/2020 – 11/16/2020	Removed & Disposed: Veg, C&D, Hangers (118 trees), leaners (14 trees); Monitored by Thompson	\$1,124,337	93,337	Mary Lynn Williams , City Clerk, 7361 Spanish Fort Blvd. Spanish Fort, AL 36527 Ofc: 251-626-4884 cityclerk@cityofspanishfort.com
Okaloosa Co, FL 09/25/2020 – 11/2/2020	Removed & Disposed: Veg, C&D, mulch Reduced by Grinding (22,945 CY); Monitored by Tetra Tech	\$338,470	57,119	Jim Reece , Solid Waste Recycling Coordinator, 84 Ready Ave. Fort Walton Beach, FL 32548 Ofc: 850-651-7394 Cell: 850-978-1063 jreece@myokaloosa.com
2020 Hurricane Laura	8-Activations – 25 DMS's – FEMA DR-4559-LA / EM-3540-TX	\$223,371,959 + Total Event Cost	29,395,255 + Total Event CY	Invoiced through March 15, 2021

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OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Alexandria, LA 8/31/2020-11/4/2020	Removed & Disposed: Veg, C&D, Parks and Zoo debris, mulch, hangers (2,975 trees), leaners (98 trees), stumps (11) Reduced by Grinding (228,758 CY); 1 Site Monitored by Tetra Tech	\$3,643,508	497,643	Darren Green , Debris Manager 625 Murray Street Alexandria, LA 71301 Ofc: 318-441-6060 Cell: 318-446-2342 darren.green@cityofalex.com
Calcasieu Parish, LA 9/3/2020-Ongoing	Removed & Disposed: Veg, C&D, C&D compacted, mulch, hangers (33,556 trees), leaners (75,603 trees), white goods (4,081), ewaste (2,586) Reduced by Grinding (4,894,327 CY) & compacting (2,508,932 CY); 12 Sites; Monitored by Tetra Tech	\$120,752,861+	16,378,008+	Allen Wainwright , Director of Engineering and Public Works 1015 Pithon Street, 4 th Floor Lake Charles, LA 70602 337-721-3700 awainwright@calcasieuparish.gov
DeQuincy, LA 9/14/2020-Ongoing	Removed & Disposed: Veg, C&D, mulch, hangers (284 trees), leaners (28 trees), white goods (171), refrigerator contents, ewaste (137) Reduced by Grinding (107,800 CY), burning & compacting (31,106 CY); 2 Sites Monitored by Tetra Tech	\$2,464,890+	321,284+	Riley Smith , Mayor 300 N Holly Street DeQuincy, LA 70633 SmithRiley@ymail.com
Iowa, LA 9/7/2020-Ongoing	Removed & Disposed: Veg, C&D, hangers (486 trees), leaners (15 trees); Reduced by Grinding (43,142 CY) & compacting (10,021 CY); 1 Site; Monitored by Tetra Tech	\$1,336,030+	174,082+	Paul Hess , Mayor, 115 N. Thompson Ave Iowa, LA 70647 mayor@iowala.org
Lake Charles, LA 9/3/2020-Ongoing	Removed & Disposed: Veg, C&D, Compacted C&D, Mulch, hangers (19,295 trees), leaners (1,267 trees), white goods (799) stumps (3) Reduced by Grinding (2,146,181 CY) & compacting (1,752,772 CY); 5 Sites; Monitored by Tetra Tech	\$72,358,772+	8,969,213+	John Cardone, Jr. City Administrator 326 Pujoe Street, 10 th Floor Lake Charles, LA 70601 Ofc: 337-491-1381 Cell: 337-794-1513 mayorsactionline@cityoflc.us
Sulphur, LA 9/2/2020-Ongoing	Removed & Disposed: Veg, C&D, Compacted C&D, Mulch, white goods (467), HHW (23,580 lbs) Reduced by Grinding (496,207 CY) & compacting (325,818 CY); 1 Site; Monitored by Tetra Tech	\$14,319,982+	1,960,942+	Stacy Dowden , Director of Public Works 101 N. Huntington Street Sulphur, LA 70663 Ofc: 337-527-4500 Cell: 337-764-8044 sdowden@sulphur.org
Vinton, LA 9/1/2020-1/21/2021	Removed & Disposed: Veg, C&D, Compacted C&D, Mulch, hangers (248 trees), leaners (2 trees), white goods (229), ewaste (56); Reduced by Grinding (103,203 CY) & compacting (41,546 CY); 2 Sites; Monitored by Tetra Tech	\$2,591,105	336,871	Mayor Kenneth Stinson , 1200 Horridge Street Vinton, LA 70668 Ofc: 337-496-3806 mayor@cityofvinton.com
Westlake, LA 9/3/2020-3/13/2021	Removed & Disposed: Veg, C&D, Compacted C&D, Mulch, Hangers (313 trees), leaners (401 trees) Reduced by Grinding (206,656 CY) & compacting (108,644 CY); 1 Site; Monitored by Tetra Tech	\$5,715,701	757,209	Mayor Robert Hardey , 101 Mulberry Street Westlake, LA 70669 Ofc: 337-532-2757 mayor@cityofwestlake.com
2020 Hurricane Hanna	2 Activations	\$1,015,284.25 Total Event Cost	12,043 Total Event CY	Invoiced through September 24, 2020
GLO, TX 9/2/2020-9/24/2020	Removed & Disposed: C&D, Pipe line(48), Parking lot (11,533 CY) & Beach Debris (510 CY) to 1-Final Disposal Site Monitored by Thompson	\$826,234.25	12,043	Texas General Land Office: Sheila Kirk, CTCD Sheila.Kirk@GLO.Texas.GOV ; Rene Garcia Rene.Garcia@GLO.TEXAS.GOV

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OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Nueces County, TX Through 8/26/2020	Damage Assesment Lump Sum	\$189,050		Kathy Ard-Blattner Nueces County Deputy Emergency Management Coordinator 901 Leopard St., Suite 303 Corpus Christi, TX 78401 Office-361-888-0876 Cell-361-533-4024 Kathy.ard-blattner@nuecesco.com
2020 Tropcal Storm Cristobal	2 Activations	\$1,961,292 Total Event Cost	55,827 Total Event CY	Invoiced through July, 22 2020
Harrison County, MS 6/15/2020-7/22/2020	Removed & Disposed: Veg Beach Debris, to (1) Final Disposal Site; Monitored by Volkert	\$1,406,216	55,827	Daniel Boudreaux , County Engineer, 15309 C Community Rd, Gulfport, MS 39503
Dauphin Island, AL Through 6/5/2020	Removed & Disposed: Push Sand T&M	\$555,075		Mayor Collier , Town of Dauphin Island, 1011 Bienville Blvd., Dauphin Island, AL 36528
2020 Tornado	2 Activations – 2 DMS's – FEMA DR-4541-TN	\$12,292,233 Total Event Cost	1,434,742 Total Event CY	Invoiced through June 22, 2020
Chattanooga, TN 4/26/2020-06/22/2020	Removed & disposed: vegetation, C&D, mulch, C&D compaction, Parks debris, hangers (60 trees), leaners (41 trees), Stumps (4); Reduced by Grinding (235,714 CY), by C&D compaction (86,491 CY) DMS sites (1); Monitored by Tetra Tech ADMS	\$6,687,929	788,391	Maura Sullivan , Chief Operating Officer 101 E. 11 th Street Chattanooga, TN 37402 Ph: 423-643-7230 purchasing@chattanooga.gov
Metro Government Nashville & Davidson County, TN 3/6/2020-5/8/2020	Removed & Disposed: vegetation, C&D, mulch, C&D compacted, Parks debris, stumps (73); Reduced by Grinding (215,722 CY), by C&D compaction (107,750 CY) DMS sites (4); Monitored by Tetra Tech ADMS	\$5,604,304	646,351	Phillip Jones , PW Operations Manger 750 South 5 th Street Nashville, TN 37206 Ph: 615-533-2377 phillip.jones@nashville.gov
2019 Tornado - TX	1 Activation – 1 DMS			
Richardson, TX 10/25/2019-12/6/2019	Removed & Disposed: vegetation; c&d; mulch; Reduced by Grinding (43,519 CY); Monitored by Rostan	\$670,890	59,443	Travis Switzer , Assitant Director Public Services 1260 Columbia Dr. Richardson, TX 75081 Ofc. (972) 744-4402, Cell. (972) 744-5814, travis.switzer@cor.gov
2019 Tropical Storm Imelda	1 Activation – 1 DMS FEMA DR-4466-TX			
Montgomery Co, TX 10/1/2019-11/8/2019	Removed & Disposed: C&D Direct; E-waste (840); White Goods (178); Monitored by Atkins Global	\$401,065	24,727	Darren Hess , Director of EM 9472 Airport Rd Conroe, TX 77303, 936-523-3901 Darren.hess@mctx.org
2019 Special Project - TX	1 Activation – 1 DMS			
Dickinson, TX 01/2019-02/2019	Removed & disposed: Waterway Debris Removal from Dickinson Bayou resulting from Hurricane Harvey	\$2,900,321	27,872	Stephanie Russell , Assistant City Administrator 4000 Liggio, Dickinson, TX 77539 281-337-8839 srussell@ci.dickinson.tx.us
2019 Misc – FL		\$155,717 Total Event Cost		
Ft Myers Beach, FL 4/15/2019-5/8/2019	Red Algae Removal	\$136,817	Hrly	Chelsea O'Riley , Public Works Manager, 2525 Estero Blvd, Ft Myers Beach, FL 33931, 239-765-0202 ext 1700, chelsea@fmbgov.com
Okaloosa Co, FL 4/18/2019	Debris & Underbrush Removal	\$18,900	Hrly	Jim Reece , CHMM, Recycling Coordinator, 84 Ready Ave, NW, Ft Walton Beach, FL 32548, Tel: 850-651-7394, Fax: 850-651-7397, jreece@myokaloosa.com
2019 Hurricane Dorian	2 Activations – 2 DMS's – FEMA DR-4464-SC	\$430,366 Total Event Cost	31,294 Total Event CY	

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Dorchester Co, SC 9/16/2019-10/18/2019	Removed & Disposed: vegetation; mulch; Reduced by Grinding (46,568 CY); Citizen Sites Managed; Monitored by Tetra Tech	\$408,086	31,294	Jason Carrher Public Works Director, 2120 E. Main Street Dorchester, SC 29437 (843) 607-5908 cell (843) 832-0070 work jcarraher@dorchestercountysc.gov
Hilton Head, SC 9/15/2019	Emergency Push	\$22,280	Hrly	Jennifer Lyle , Asst Town Engineer, One Town Center Ct, Hilton Head Island, SC 29928, work 843-341-4779 cell 843-384-2629, jenniferl@hiltonheadislandsc.gov
2018 Hurricane Michael CAT V (FL)	16 Activations – 29 DMS's – FEMA-DR-4399 FL	\$250,192,413 Total Event Cost	16,902,944 Total Event CY	
Apalachicola, FL 10/21/2018-12/18/2018	Removed & Disposed: vegetation; Leaners (5); Hangers (1,267 Trees); White Goods (15); Reduced by Grinding (52,178 CY); Monitored by Tetra Tech	\$1,085,115	59,069	Ronald W. Nalley , City Manager, 1 Avenue E., Apalachicola, FL 32320; amklibrary2017@gmail.com ;
Bay Co, FL 10/17/2018-10/15/2020	Removed & Disposed: (ROW, PPDR, Waterway) vegetation; C&D; Leaners (6,275); Hangers (7,220 Trees); White Goods (492); Reduced by Grinding (1,846,395 CY); C&D Compact (488,141 CY); Projects: Waterway & Canal clearing; Debris removed from eligible parks, cemeteries & schools Monitored by Landfall Strategies; Tetra Tech	\$40,543,677	3,234,454	Keith Bryant , Director of Public Works; 840 W. 11st Street, Panama City, FL 32401; 850-248-8302; kbryant@baycountyfl.gov
Bainbridge, GA 4/23/2019-7/29/2019	Removed & Disposed: vegetation; Leaners (659); Hangers (40,931 Trees); Stumps (16); Mulch; Reduced by Grinding (53,383 CY); Monitored by True North	\$1,407,790	67,467	Chris Hobby , City Manager, 101 South Broad Street, Bainbridge, GA 39817 (229) 248-2005 chrish@bainbridgecity.com
Carrabelle, FL 10/30/2018-12/19/2018	Removed & Disposed: vegetation; Hangers (404 Trees); Reduced by Grinding (18,456 CY); Monitored by Tetra Tech	\$358,306	23,628	Courtney Dempsey , CRA Director; 1001 Gray Avenue, Carrabelle, FL 32322; 850-544-5233; citycbel@gtcom.net
Dauphin Island, AL 10/10/2018-2/13/2019	Sand Removal	\$271,683	Hrly	Mayor Jeff Collier ; 1011 Bienville Blvd.; Dauphin Island, AL 36528 251-861-5525; jcollier@townofdauphinisland.org
Decatur Co, GA 3/22/2019-8/3/2019	Removed & Disposed: (ROW, ROE) Vegetation; C&D; Leaner (1,914); Hangers (18,585 Trees); Stumps (82); Reduced by Grinding (212,988 CY); Monitored by True North	\$5,463,141	268,284	Chris Hobby , City Manager, 101 South Broad Street, Bainbridge, GA 39817 (229) 248-2005 chrish@bainbridgecity.com
Dog Island, FL 9/12/2019-9/20/2019	Removed & Disposed: Vegetation / Construction & Demo	\$864,918	Lump Sum	Pamela Brownell , EM Director; 28 Airport Rd., Apalachicola, FL 32320; 850-653-8977 ext 100; Cell 850-653-6748; em3frank@fairpoint.net
Florida DEP 2/7/2019-6/6/2019	Removed & Disposed: Vegetation; Reduced Grinding (116,672 CY)	\$17,721,523	181,231	Scott Woolam , Sr Program Analyst, Div of State Lands, 3900 Commonwealth Blvd, Mail Station 100, Tallahassee, FL 32399-3000, 850-245-2806, Scott.Woolam@dep.state.fl.us
Franklin Co, FL 10/16/2018-1/4/2019	Removed & Disposed: vegetation; Leaners (67); Hangers (1,414 Trees); HHW (1,120 Lbs); White Goods (233); Freon (215); E-Waste (94); Reduced by Grinding (90,244 CY); Monitored by Tetra Tech	\$2,215,778	145,862	Pamela Brownell , EM Director; 28 Airport Rd., Apalachicola, FL 32320; 850-653-8977 ext 100; Cell 850-653-6748; em3frank@fairpoint.net
Jackson Co, FL 10/12/2018-9/20/2019	Emergency Push Removed & Disposed: vegetation; C&D; mulch; Hangers (21,388 Trees); Leaners (13,431); Stumps (7); Reduced by Grinding (2,399,088 CY); Monitored by Metrics / Thompson	\$40,141,024	3,229,193	Wilanne Daniels , County Administrator 2819 Panhandle Rd., Operations Complex, Marianna, FL 32446 Ofc: 850-693-6657 danielsw@jacksoncountyfl.gov Rodney Andreasen , Director of Emergency Management;; 850-718-0007; Cell 850-573-1058; randreasen@jacksoncountyfl.com

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OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Lynn Haven, FL 10/10/2018-11/12/2019	Emergency Push Removed & Disposed: vegetation; Leaners (433); Hangers (1,588 Trees); Stumps (22); Reduced by Grinding (558,533 CY) & C&D Compaction (186,548 CY) [3 sites]; Debris removed from eligible parks, cemeteries & schools; Monitored by Tetra Tech; Provided Sat. Phones	\$13,761,821	1,066,007	Michael White , City Manager; 825 Ohio Ave., Lynn Haven, FL 32444; 865-265-2121, Cell 850-814-8740; citymanager@cityoflynnhaven.com
Mexico Beach, FL 2/25/2019-10/10/2019	Dredge, Sand Sift and Replacement	\$12,527,617	47,828	Tommy Davis , Public Works Manager 850-527-3087 201 Paradise Path Mexico Beach, FL 32410 t.davis@mexicobeachgov.com Tanya Castro , City Administrator, 201 Paradise Path, Mexico Beach, FL 32410 t.castro@mexicobeachgov.com
Panama City Beach, FL 1/14/2019-1/24/2019	Reduction by Grinding (54,233 CY), Haul out	\$443,085	18,074	Janine Thomas , PW Senior Administrative Support Specialist, 116 S. Arnold Road Panama City Beach, FL 32413 850-233-5100 jthomas@pcb.gov
Panama City, FL 10/11/2018-7/20/2020	Emergency Push Removed & Disposed: vegetation; C&D; Leaners (20,185), Hangers (32,489 Trees); Stumps (6,968); Reduced by Grinding (2,304,854 CY) & Compacted C&D (1,662,850 CY); Debris removed from eligible parks, cemeteries & schools Monitored by Landfall Strategies	\$81,651,244	5,830,315	Neil Fravel , Director of Public Works; 819 E. 11 th Street, Panama City, FL 32401; 850-872-3015; nfravel@pcgov.org
Parker, FL 10/23/2018-5/3/2019	Emergency Push Removed & Disposed: vegetation; C&D; Leaners (344); Hangers (846 Trees); Stumps (21); Reduced by Grinding (389,576 CY) C&D Compaction (159,188 CY); Monitored by Tetra Tech	\$7,865,326	783,286	Ashley Rizzo Human Resources, Benefits & Safety Administrator, 850-871-4104, arizzo@cityofparker.com ; 1001 West Park Street, Parker, FL 32404 850-960-1908, Cell 850-528-9032; narowell@cityofparker.com
Washington Co, FL 10/18/2018-5/31/2019	Removed & Disposed: vegetation; Leaners (10,301); Hangers (35,683 Trees) Stumps (108); Reduced by Grinding (1,445,814 CY); Monitored by Witt O'Briens	\$23,870,365	1,948,246	Ms. Lynne Abel , EM Public Safety Director; 2300 Pioneer Road, Chipley, FL 32428; 850-638-6203; label@washingtonfl.com
2018 Hurricane Florence CAT 1 (NC & SC)	18 Activations – 16 DMS's – FEMA-DR-4393-NC FEMA-DR-4394-SC	\$29,914,480 Total Event Cost	2,190,278 Total Event CY	
Bald Head Island, NC 10/10/2018-2/20/2019	Removed & Disposed: vegetation; Leaners (275); Hangers (3,148 Trees); White Goods (225); HHW (1,440 Lbs); Reduced by Grinding (24,599 CY) C&D Compaction (7,858 CY); Monitored by Landfall Strategies	\$1,378,786	38,327	Chris Clemmons , Director of Public Works; 110 Rothschild Street, Holden Beach, NC 28463; 910-842-6488; pworks@hbtownhall.com Chris McCall – Village Manager, 910-457-9700; cmccall@villagebhi.org
Bolivia, NC 10/2/2018-1/15/2019	Removed & Disposed: vegetation; Leaners (10); Hangers (36 Trees); Reduced by Grinding (749 CY) ; Monitored by Landfall Strategies	\$15,489	1,110	Dustin Graham , Director of Public Works; 700 Sunset Blvd., Sunset Beach, N 28468; 910-579-6297 ext 1048, Cell 910-443-1144; dgraham@sunsetbeachnc.gov Jane Marston , Mayor; 910-471-2024
Brunswick Co, NC 9/26/2018-1/24/2019	Removed & Disposed: vegetation; Leaners (2,196); Hangers (19,333 Trees); Reduce by Grinding (323,631 CY); Monitored by Landfall Strategies	\$6,106,287	385,556	Wyatt Richardson , Operation Services Director of Parks & Recreation; 102 Town Hall Drive, Leland, NC 28451; 910-332-4651, Cell 910-470-7347; wrichardson@townofleland.com Micki Bozeman , Solid Waste Coordinator, micki.bozeman@brunswickcountync.gov
Calabash, NC 12/10/2018-12/20/2018	Grinding	\$17,941	4,810	Charles "Chuck" Nance, Jr. Town Administrator 882 Persimmon Road Calabash, NC 28467 Ph: 910-579-6747 Cell: 910-742-1342 tcabalash@atmc.net

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Caswell Beach, NC 10/5/2018-1/22/2019	Removed & Disposed: vegetation; Leaners (3); Hangers (182 Trees); Reduced by Grinding (8,721 CY); Monitored by Landfall Strategies	\$154,906	11,794	Mayor Jane Marston ; PO Box 93, Bolivia, NC 28422; 910-471-2024; townhall.bolivia@atmc.net ;
Duplin Co, NC 10/1/2018-12/11/2018	Removed & Disposed: vegetation; White Goods (1,186); HHW (6,200 Lbs); Reduced by Grinding (92,323 CY) C&D Compaction (97,708 CY); Monitored by Tetra Tech	\$2,682,013	229,937	Chris Vernon , Emergency Management Director; 209 Seminary St. Kenansville, NC 28349; 910-296-2160 x224, Cell 910-271-2772; chris.vernon@duplincountync.com
Fayetteville, NC 9/26/2018-11/30/2018	Removed & Disposed: vegetation; Reduced by Grinding (126,511 CY); Monitored by Tetra Tech	\$1,991,073	153,445	Jackie Tuckey , Public Information Officer 910-433-1854 jtuckey@ci.fay.nc.us Scott L. Bullard , Emergency Manager of Fire/EM; 433 Hay St., Fayetteville, NC 28301; 910-433-1789, Cell 910-551-4208; sbullard@ci.fay.nc.us
Holly Ridge, NC 10/5/2018-1/9/2019	Removed & Disposed: vegetation; mulch; Hangers (135 Trees); Reduced by Grinding (8,972 CY); Monitored by Tetra Tech	\$156,380	13,951	Carin Z. Faulkner , MPA Town Manager 910-329-7081 ext. 223
Jacksonville, NC 9/7/2018-2/6/2019	Removed & Disposed: vegetation; Leaners (39,190); Hangers (2,823 Trees); Reduced by Grinding (273,804 CY); Monitored by Thompson	\$5,245,709	346,145	Wally Hansen , Public Services Director – Engineering & Construction; PO Box 128, Jacksonville, NC 28451; 910-938-5260; whansen@ci.jacksonville.nc.us ; Dr. Richard L. Woodruff , City Manager; 910-938-5220; citymanager@ci.jacksonville.nc.us
Leland, NC 9/29/2018-12/21/2018	Removed & Disposed: vegetation; Leaners (143); Hangers (872 Trees); Reduced by Grinding (113,667 CY); Monitored by Landfall Strategies	\$1,527,901	132,975	Wyatt Richardson , Operations Services Director; 102 Town Hall Drive, Leland, NC 28451 Ofc: 910-332-4651 Cell: 910-470-7347 wrichardson@townofleland.com
Navassa, NC 10/23/2018-11/28/2018	Removed & Disposed: vegetation; C&D; Monitored by Landfall Strategies	\$184,995	17,724	Mayor Eulis Willis ; 334 Main St., Navassa, NC 28451; 910-371-2432; mayor@townofnavassa.org
Northwest, NC 10/16/2018-11/17/2018	Removed & Disposed: vegetation; C&D; Leaners (15); Hangers (81 Trees); Monitored by Landfall Strategies	\$29,944	2,097	Mayor James Knox - 910-515-9677 - cityofnorthwest@cityofnorthwest.com
North Topsail Beach, NC 9/18/2018-12/19/2018	Removed & Disposed: C&D; Reduction by C&D Compaction (40,177 CY); Sandscreening (37,170 CY); Monitored by Tetra Tech	\$1,282,198	62,474	Thomas Best , Public Works Director; 3315 Gray St., North Topsail Beach, NC 28460; 910-328-9297, Cell 910-376-0453; tbest@ntbnc.org
Oak Island, NC 10/9/2018-1/23/2019	Removed & Disposed: vegetation; Leaners (154); Hangers (2,752 Trees); Reduced by Grinding (55,965 CY); Monitored by Landfall Strategies	\$1,764,065	150,972	David Kelley , Town Manager; dkelly@ci.oak-island.nc.us
Onslow Co, NC 9/30/2018-1/12/2019	Removed & Disposed: vegetation; Leaners (78); Hangers (9,313 Trees); Reduced by Grinding (408,348 CY); Monitored by Tetra Tech	\$6,349,470	567,036	Norman Bryson , Emergency Services Director; 1180 Commons Drive North, Jacksonville, NC 28546; 910-347-4270, Cell 910-340-5033; Norman_Bryson@onslowcountync.gov
Richlands, NC 10/5/2018-1/5/2019	Removed & Disposed: vegetation; Hangers (182 Trees); Reduced by Grinding (7,599 CY); Monitored by Tetra Tech	\$138,476	11,311	Gregg Whitehead , Town Administrator 302 S. Wilmington Street Richlands, NC 28574 910-324-3301 administrator@richlandsnc.gov
Sandy Creek NC 10/15/2018-11/12/2018	Removed & Disposed: vegetation; Reduced by Grinding (1,188 CY); Monitored by Landfall Strategies	\$14,987	1,410	Genn Marshall , Mayor; 910-655-6028 or 240-256-0810
SCDOT 9/4/2018-11/28/2018	Removed & Disposed: vegetation; Monitored by Thompson	\$117,975	4,867	Tom Johnson , SCDOT Manager / Emergency Operation; 803-354-2288; johnstona@scdot.org
Shallote, NC 10/5/2018-1/16/2019	Removed & Disposed: vegetation; Leaners (46); Hangers (563 Trees); Reduced by Grinding (10,169 CY); Monitored by Landfall Strategies	\$151,948	11,863	Mimi Gaither , Town Administrator; 910-619-7452

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OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Swansboro, NC 9/7/2018-11/7/2018	Removed & Disposed: vegetation; Leaners (8); Hangers (87 Trees); Reduced by Grinding (30,816 CY); Monitored by Thompson	\$535,676	37,536	Scott Chase , Town Manager; 601 W. Corbett Avenue, Swansboro, NC 28584; 910-326-4428 x 175, Cell 910-712-4500; schase@ci.swansboro.nc.us
Varnamtown, NC 10/11/2018-1/15/2019	Removed & Disposed: vegetation; Leaners (9); Hangers (283 Trees); Reduced by Grinding (4,368 CY); Monitored by Landfall Strategies	\$68,261	4,938	Judy Galloway , Mayor; 910-842-6697; jilq@atmc.net
2018 Project Other Projects	4 Contracts	\$793,126		
Dauphin Island, AL	Tropical Storm Gordon – Sand Removal	\$14,000	Hourly	Mayor Jeff Collier ; 1011 Bienville Blvd.; Dauphin Island, AL 36528 251-861-5525; icollier@townofdauphinisland.org
Eastern Shipbuiding Group	Dredging	\$741,332	Hourly	Greg Bourdreaux , Project Manager 2200 Nelson Street Panama City, FL 32402 850-763-1900 xt. 3328 Cell: 850-819-9093, gbourdreaux@easternshipbuilding.com
Orange Beach, AL	Miscellaneous Sand Projects	\$2,200	Hourly	Phillip West , Coastal Resource Manager; 4101 Oganee Beach Blvd., Orange Beach, AL 36561; 251-981-6788, Cell 251-747-6166; pwest@orangebeachal.gov
TNC – The Nature Conservancy	Constructed Living Shoreline; Channel Dredging; Spoils Removal and Helen Woods Park Oyster Castle Pallets; Debris removed from eligible parks	\$28,800	Hourly	Mary Kate Brown , Coast Projects Manager, 118 N. Royal St. Suite 500 Mobile, AL 36602 251-433-1150 Cell: 251-550-3728, mkbrown@tnc.org
2018 Red Tide / Fish Kill Cleanup	6 Contracts Activated for Event	\$2,341,980 Total Event Cost		
Barrier Islands Park, Boca Grande, FL 8/8/2018-8/14/2018	Remove debris from beach	\$7,051	Hourly	Sharon McKenzie , Exec. Dir., Barrier Islands Parks Society, PO Box 637, Boca Grande, FL 33921, 941-964-0060, smckenziebips@gmail.com
Collier Co, FL 8/27/2018-9/4/2018	Remove debris from Canal & Bay	\$47,444	Hourly	Gary McAlpin , Gary.McAlpin@colliercountyfl.gov
Ft Myers Beach, FL 7/31/2018-8/12/2018	Remove debris from Beach / Canal & Bay	\$262,767	Hourly	Chelsea O'Riley , chelsea@fmbgov.com
Lee Co, FL 8/20/2018-9/3/2018	Remove debris from Beach / Canal & Bay	\$374,201	Hourly	Mary Tucker , Dir of Procurement, Lee Co Board of County Commissioners, 1500 Monroe St, 4 th Floor, Ft Myers, FL 33901, 239-533-8881, mtucker@leegov.com
Sanibel, FL 7/31/2018-9/6/2018	Remove debris from Beach / Canal & Bay	\$1,556,961	Hourly	Laura Zautcke , Ops Manager, City of Sanibel, 800 Dunlop Rd, Sanibel, FL 33957, 239-472-9615, ext 368, Laura.Zautcke@mysanibel.com
Sarasota Co, FL 8/28/2018-8/31/2018	Remove debris from Beach	\$93,556	Hourly	Lois Rose , Solid Waste Mgr. 4000 Knights Trail Road Nokomis, FL 34275 Ofc: 941-861-1589 Cell: 941-650-0722 Fax: 941-486-2620 lerose@scgov.net
2017 Hurricane Nate	3 Contracts Activated for Event	\$2,119,616 Total Event Cost	165,947 Total Event CY	
Dauphin Island, AL 10/8/2017-4/3/2018	Clearing Sand from the Roads	\$2,100,704	163,903	Jeff Collier , Mayor, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, icollier@townofdauphinisland.org Wanda Sandagger , Administrative Assistant, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, wsandagger@townofdauphinisland.org

RFP # 2021-17 for Debris Removal, Reduction and Recovery
City of Ormond Beach, FL

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Dauphin Island Water Authority, AL 12/12/2017-12/15/2017	Sand Push	\$5,702	Hrly	Vaile Feemster, DIWSA@AOL.COM
Mobile, AL 11/16/2017-11/20/2017	Removed & Disposed: C&D,	\$18,911	2,044	Bill Harkins, Public Works Dir, harkinsb@cityofmobile.org
2017 Hurricane Irma	64 Contracts Activated for Event - 115 DMS Managed for Event	\$202,589,827 Total Event Cost	10,447,423 Total Event CY	
Apopka, FL 9/24/2017-01/26/2018	Removed & Disposed: vegetation, hangers (1,194 ea), stumps (15); Tasks: Storm Sewer Cleaning; Monitored by Landfall Strategies	\$2,108,037	150,295	Josh Robinson, Solid Waste Operations Manager, 748 E. Cleveland St. Apopka, FL 32703, 407-703-1731 fax: 407-703-1748 jrobinson@apopka.net
Arcadia, FL 10/2/2017-12/11/2017	Removed & Disposed: vegetation, hangers (894 Trees), leaners (107 trees), stumps (13); burned (33,868); Reduced: at 1 site by burning; Monitored by Landfall Strategies	\$499,522	33,868	Beth Carsten, Finance Director 23 North Polk Ave. Arcadia, FL 34266, 863-494-4114 fax: 863-494-4712 ecarsten@arcadia-fl.gov Penny Delaney, City Clerk 23 North Polk Ave. Arcadia, FL 34266 863-494-4114 fax: 863-494-4712 pdelaney@arcadia-fl.gov
Aventura, FL 9/15/2017-11/07/2017	Removed & Disposed: vegetation, mulch, hangers (708 Trees) Reduced by Grinding at 1 site; Monitored by Volkert	\$379,842	8,367	Joseph Kroll, Public Works Director 19200 W. County Club Drive Aventura, FL 33180 cell: 305-525-1694, ofc: 305-466-8970 fax: 305-466-3277 jkroll@cityofaventura.com Alan Levin, Public Works Operations Manager 19200 W. Country Club Drive Aventura, FL 33180 cell: 305-218-6844 ofc: 305-466-8931 alevine@cityofaventura.com
Bonita Springs, FL 9/23/2017-12/12/2017	Removed & Disposed: C&D, vegetation, grind (412,401), mulch, leaners (357) / hangers (10,148 trees) Reduced: at 1 site by grinding Monitored by Thompson - ADMS	\$6,521,630	440,154	Matt Feeney, Public Works Director 9101 Bonita Beach Road, Bonita Springs, FL 34135 ofc: 239-949-6246 fax: 239-949-6245 matt.feeney@cityofbonitasprings.org Arleen Hunter, Assistant City Manager 9101 Bonita Beach Road, Bonita Springs, FL 34135 ofc: 239-949-6262 Arleen.hunter@cityofbonitasprings.org
Brevard Co, FL 9/18/2017-11/29/2017	Removed & Disposed: C&D, vegetation, mulch Reduced: at 4 site by grinding Monitored by Tetra Tech - ADMS	\$2,370,625	172,031	"Euri" Euripides Rodriguez, SW Dir, 2725 Judge Fran Jamieson Way, Bldg A, Ste 118, Viera, FL 32940, 321-633-2042, euripides.rodriguez@brevardcounty.us
Casselberry, FL 9/20/2017-01/03/2018	Removed & Disposed: C&D, vegetation, mulch, leaners (58) / hangers (26 trees), stumps (21) Reduced: at 4 site by grinding Monitored by Tetra Tech - ADMS	\$364,046	20,817	Mr. Charles "Chuck" Smith Public Works Parks and Facilities Supervisor 95 Triplet Lake Drive Casselberry, FL 32707 cell: 321-388-4194 ofc: 407-262-7725 xt. 1717 csmith@casselberry.org Willie Velez, Procurement Administrator 95 Triplet Lake Drive Casselberry, FL 32707 ofc: 407-262-7700 xt. 1137 fax: 407-262-7746, wvelez@casselberry.org
Charlotte County, FL 11/11/2017-01/26/2018	Removed & Disposed: C&D, vegetation, leaners (238) / hangers (5,070 trees); Monitored by Tetra Tech - ADMS	\$1,032,095	6,193 Tons	Richard Allen, SW Operations Manager, 25550 Harbor View Rd, Unit 2, Port Charlotte, FL 33982, 941-764-4393, richard.allen@charlottecountyfl.gov
Chatham Co, GA 9/20/2017-1/9/2018	Removed & Disposed: C&D, vegetation, mulch, grind (60,495) Reduced: at 1 site by grinding Monitored by Thompson- ADMS	\$440,701	26,958	Robert Drewry, Director of Public Works 7226 Varnedoe Drive Savannah, GA 31406 ofc: 912-652-6842 fax: 912-652-6845 rwedrewry@chathamcounty.org Robin L. Maurer, Assistant Purchasing Director 1117 Eisenhower Drive, Suite C Savannah, GA 31406 ofc: 912-790-1623 fax: 912-790-1627 rlmaurer@chathamcounty.org
Clay Co, FL 9/18/2017-1/10/2018	Removed & Disposed: C&D, vegetation, mulch, leaners / hangers; Reduced: at 6 site by grinding Monitored by Landfall Strategies	\$5,593,903	516,358	John Ward, EM Dir, 2519 SR 16 W, Green Cove Springs, FL 32043, 904-541-2767, John.Ward@claycountygov.com

**RFP # 2021-17 for Debris Removal, Reduction and Recovery
City of Ormond Beach, FL**

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Cocoa Beach, FL 9/18/2017-10/25/2017	Removed & Disposed: C&D, vegetation, mulch, compacted C&D; Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$207,256	16,838	Rob Strong , Project Manager, Public Works, 1600 Minutemen Causeway, Cocoa Beach, FL 32932, 321-868-3316, rstrong@cityofcocoa-beach.com
Coleman, FL 9/25/2017-12/18/2017	Removed & Disposed: vegetation, mulch, Stumps (6) Reduced: at 1 site by grinding Self Monitored	\$28,464	2,557	Mayor Milton Hill , 3502 E. Warm Springs Avenue Coleman, FL 33521 cell: 352-978-9938 ofc: 352-748-1017 Fax: 352-748-2291 miltonhill@cityofcolemanfl.com Ruth Busby , Public Services Director 3502 E. Warm Springs Avenue Coleman, FL 33521 ofc: 352-748-1017 Fax: 352-748-2291 ruthbusby@cityofcolemanfl.com
Collier County, FL 5/15/2018-11/30/2018	Removed & Disposed: drainage ditch debris, stumps (1,360), leaners (714); Monitored by Tetra Tech - ADMS	\$13,212,025	41,838	Gino Santabarbara , Gino.Santabarbara@colliercountyfl.gov Tony Barone , Tony.Barone@colliercountyfl.gov
Deltona, FL 9/19/2017-12/18/2017	Removed & Disposed: vegetation, mulch, leaners (99) / hangers (2,734 trees); Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$3,257,453	288,403	Matt Doan , PW Dir, 2345 Providence Blvd, Deltona, FL 32725, 386-878-8950, mdoan@deltonafl.gov
DeSoto Co, FL 10/2/2017-02/15/2018	Removed & Disposed: vegetation, mulch, leaners (459) / hangers (1 trees), stumps (228); Reduced: at 1 site by grinding Monitored by Landfall Strategies	\$1,479,493	91,100	Tom Moran , Emergency Management Director 2200 NE Roan Street Arcadia, FL 34266 Cell: 863-993-5855, Ofc: 863-993-4831, Fax: 863-993-4840 t.moran@desotobocc.com Cindy Talamantez , Purchasing Director 201 E. Oak Street, Suite 203 Arcadia, FL 34266 Ofc: 863-993-4816 Fax: 863-993-4819 c.talamantez@desotobocc.com
Edgewater, FL 9/19/2017-11/2/2017	Removed & Disposed: vegetation Monitored by Witt O'Briens - ADMS	\$409,726	57,937	Brenda DeWees , Dir of Env Services, 409 Mango Tree Drive Edgewater, FL 32132 386-424-2400, bdeweess@cityofedgewater.org
Edgewood, FL 9/21/2017-11/9/2017	Removed & Disposed: vegetation, mulch Reduced: at 1 site by grinding Monitored by Landfall Strategies	\$214,703	14,939	Bea L. Meeks , City Clerk, 405 Larue Ave. Edgewood, FL 32809 Cell: 352-267-8839, Ofc: 407-851-2920 Fax: 407-851-7361 bmeeks@edgewood-fl.gov Mayor Ray Bagshaw 405 Larue Ave. Edgewood, FL 32809 Cell: 407-230-0355, Ofc: 407-851-2920 rbagshaw@edgewood-fl.gov
Estero, FL 09/22/2017-02/04/2018	Removed & Disposed: vegetation Monitored by Rostan	\$30,998	1,596	David Willems , Public Works Director 9401 Corkscrew Palms Circle Estero, FL 33928 239-221-5035 willems@estero-fl.gov
Flagler Beach, FL 9/22/2017-10/21/2017	Removed & Disposed: vegetation, C&D, mulch Reduced: at 2 site by grinding; Monitored by Thompson - ADMS	\$320,364	25,535	Larry Newsom , City Manager, 105 South Second St, Flagler Beach, FL 32136, 386-517-2000, lnewsom@cityofflaglerbeach.com
FL DEP – Waterway 09/18/2017-03/31/2018	Waterway Debris Removal; Remove waterway debris with boats to an offload site, load onto trucks for disposal	\$43,636,590	267,008	Scott Woolam , Sr Program Analyst, Div of State Lands, 3900 Commonwealth Blvd, Mail Station 100, Tallahassee, FL 32399-3000, 850-245-2806, Scott.Woolam@dep.state.fl.us
Flagler Co, FL 9/26/2017-11/6/2017	Removed & Disposed: vegetation Monitored by Eisman Russo	\$402,926	22,491	Richard Gordon , Asst Co Engineer, 1769 E Moody Blvd, Building 2, Bunnell, FL 32110, 386-313-4006, rgordon@flaglercounty.org
Ft Myers, FL 9/27/2017-12/5/2017	Removed & Disposed: vegetation, mulch, leaners (47) / hangers (3,060 trees) Reduced: at 2 site by grinding Monitored by Thompson - ADMS	\$3,757,646	258,992	Mr. Saeed Kazemi , City Manager 2200 Second Street Ft. Myers, FL 33901 Cell: 239-851-1753 Ofc: 239-321-7024 SKazemi@cityfymyrs.com Sandra Ryan , Interim Dep. City Clerk 2200 Second Stret Ft. Myers, FL 33901 Ofc: 239-321-7035

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City of Ormond Beach, FL**

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Ft Myers Beach, FL 9/27/2017-12/7/2017	Removed & Disposed: vegetation, mulch Monitored by Thompson - ADMS	\$257,847	20,298	Roger Hernstadt , Town Manager 2523 Estero Blvd. Fort Myers Beach, FL 33931 Ofc: 239-765-0202 Fax: 239-765-0909 Roger@fmbgov.com	Scott Baker , Director of Public Works 2523 Estero Blvd. Fort Myers Beach, FL 33931 Cell: 239-218-7733 Ofc: 239-765-0202 sbaker@fortmyersbeachfl.gov
Glades Co, FL 10/3/2017-2/26/2018	Removed & Disposed: vegetation, C&D Reduced: at 6 site by burning Monitored by Thompson - ADMS	\$397,295	42,414	Angela Snow Colegrove , EM Director 500 Ave J. Moore Haven, FL 33471 Cell: 863-673-1837 Ofc: 863-946-6020 Fax: 863-946-1091 asnow@myglades.com	Paul Carlisle , County Manager 500 Ave J. Moore Haven, FL 33471 Ofc: 863-946-6000 pcarlisle@myglades.com
Hardee Co, FL 9/19/2017-1/31/2018	Removed & Disposed: vegetation, C&D, hangers (5,592), leaners (3) Monitored by Witt O'Briens - ADMS	\$1,067,905	67,343	Jill Newman , EM Director 404 W. Orange St. Wauchula, FL 33873 Cell: 863-832-0324 Ofc: 863-773-6373 Fax: 863-773-9390 jill.newman@hardeecounty.net	Willie Nabong , PW Director 205 Hanchey Road Wauchula, FL 33873 Ofc: 863-773-3272 Fax: 863-773-0107 willie.nabong@hardeecounty.net
Hilton Head, SC	Push Operations	\$25,241	Hrly	Jennifer Lyle , Asst Town Engineer, One Town Center Ct. Hilton Head Island, SC 29928, 843-341-4779, jenniferl@hiltonheadislandsc.gov	
Jupiter, FL 9/11/2017-10/24/2017	Push Operations Removed & Disposed: vegetation, C&D Monitored by Tetra Tech - ADMS	\$370,420	43,668	Mr. Thomas "Tom" Discoll , Director of Engineering & Public Works 210 Military Trail Jupiter, FL 33458 Cell: 561-440-0213 Ofc: 561-741-2215 Fax: 561-741-2515 thomasd@jupiter.fl.us	Mr. Doug Koennicke , Town Engineer 210 Military Trail Jupiter, FL 33458 Ofc: 561-741-2258 Cell: 561-723-4680, dougk@jupiter.fl.us
Kissimmee, FL 9/18/2017-12/16/2017	Removed & Disposed: vegetation, C&D, mulch, e-waste (21) Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$494,146	29,638	Kerrith Fiddler , PW Director, 101 Church Street, Suite 301 Kissimmee, FL 34741 Cell: 407-252-7823 Ofc: 407-518-2164 kfiddler@kissimmee.org	George Allen , PW Operations Assistant Director 101 Church Street Kissimmee, FL 34741 Ofc: 407-518-2523 Cell: 407-624-0155 gallen@kissimmee.org
Lake Co, FL 9/16/2017-02/28/2018	Removed & Disposed: vegetation, mulch, hangers (3,918 trees), leaners (22); Reduced: at 3 site by grinding Monitored by Tetra Tech - ADMS	\$6,114,179	355,512	Mary Hamilton Environmental Services Mgr., 323 N. Sinclair Ave. Tavares, FL 32778 Ofc: 352-483-9006 mhamilton@lakecounttyfl.com	David Salinas , Public Works Landfill Supervisor, 13130 County Landfill Rd., Tavares, FL 32778 Cell: 352-636-0851 Ofc: 352-343-3776 Fax: 352-253-1690 dsalinas@lakecounttyfl.gov
Lake Mary, FL 9/19/2017-12/9/2017	Removed & Disposed: vegetation, C&D, mulch, leaners (10), hangers (453 trees); Reduced: at 1 site by grinding Monitored by Thompson - ADMS	\$563,577	43,935	Bruce Paster , PW Director 911 Wallace Court Lake Mary, FL 32746 Cell: 407-463-8133 Ofc: 407-585-1452 bpaster@lakemaryfl.com	Jill Alvarez , Purchasing Coordinator 100 N. Country Club Road Lake Mary, FL 32746 Ofc: 407-585-1403 Fax: 407-585-1464 jalvarez@lakemaryfl.com
Lakeland, FL 9/19/2017-02/09/2018	Removed & Disposed: vegetation, C&D, mulch, leaners (413), hangers (12,189 trees), stumps (6); Reduced: at 3 site by grinding; Monitored by Thompson - ADMS	\$3,345,920	228,996	Heath Frederick , PW Director 228 S Massachusetts Ave. Lakeland, FL 33801 Cell: 386-747-2370 , Ofc: 863-834-6001 heath.frederick@lakelandgov.net	Greg James , PW Assistant Director 228 S. Massachusetts Avenue Lakeland, FL 33801 Cell: 863-608-1468 Ofc: 863-834-6040 greg.james@lakelandgov.net

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City of Ormond Beach, FL

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Lauderdale-By-The-Sea, FL 9/16/2017-10/9/2017	Removed & Disposed: vegetation, hangers (131 trees) Monitored by Witt O'Briens - ADMS	\$71,211	6,748	Don Prince , Director of Municipal Services 4501 N. Ocean Drive Lauderdale-By-The-Sea, FL 33308 Cell: 954-275-0808 Ofc: 954-640-4232 Fax: 954-776-0578 DonP@lbt-s-fl.gov	Ralph "Bud" Bentley , Town Manager 4501 Ocean Drive Town of Lauderdale-By-The-Sea, FL 33308 Ofc: 954-640-4200 Fax: 954-776-1857 budb@lbt-s-fl.gov
Lazy Lakes, FL 9/17/2017-10/15/2017	Removed & Disposed: vegetation, hangers (3 trees)	\$2,887	332	Melissa Augustin , City Attorney, 3099 E Commercial Blvd, Ste 200, Ft Lauderdale, FL 33308, 954-771-4500, maugustin@cityatty.com	
Lee Co, FL 9/16/2017-7/5/2018	Removed & Disposed: vegetation, C&D, mulch, leaners (3,733)/hangers (70,730 trees); Reduced: at 13 site by grinding Monitored by Thompson - ADMS	\$29,654,974	1,729,186	Jason Fournier , Public Utilities Mgr, Public Utilities Manager 10500 Buckingham Rd. Fort Myers, FL 33905 Cell: 239-229-5733 Ofc: 239-533-8000 Fax: 239-338-3337 jfournier@leegov.com	Jim Bjostad , Public Safety Emergency Manager 2675 Ortiz Ave. Ft. Myers, FL 33905 Cell: 239-476-2147 Ofc: 239-533-0617 Fax: 239-477-3636 bjostad@leegov.com
Miami Springs, FL 9/14/2017-02/15/2018	Push Operations; Removed & Disposed: vegetation, C&D, mulch, leaners (314), hangers (3,862 trees), stumps (74) Reduced: at 1 site by grinding; Monitored by Thompson - ADMS	\$3,673,278	141,744	Tammy Romero , Procurement Specialist 201 Westward Drive Miami Springs, FL 33166 Ofc: 305-805-5035 Fax: 305-805-5018 romerot@miamisprings-fl.gov	William Alonso , City Manager 201 Westward Drive Miami Springs, FL 33166 Ofc: 305-805-5014 alonsow@miamisprings-fl.gov
Miami, FL 10/4/2017-12/14/2017	Removed & Disposed: vegetation, C&D, mulch, leaners (162), hangers (4,213 trees), stumps (103) Reduced: at 1 site by grinding; Monitored by Tetra Tech - ADMS	\$1,452,739	64,163	Mario F. Nunez , Solid Waste Director 1290 N.W. 20 Street Miami, FL 33142 Ofc: 305-960-2804 Fax: 305-960-2850 mfnunez@miamigov.com	Robert Williams , Solid Waste Superintendent 1290 N.W. 20 Street Miami, FL 33142 Ofc: 305-960-2837 Fax: 305-960-2845 robwilliams@miamigov.com
Mount Dora, FL 9/26/2017-10/28/2017	Removed & Disposed: vegetation Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$638,401	32,907	Mike Sheppard , Dep. Director Finance 510 N Baker St. Mount Dora, FL 32757 Ofc: 352-735-7179 Cell: 352-408-4692 sheppardm@cityofmoundora.com	John McKinney , Finance Director 510 N. Baker St. Mount Dora, FL 32757 Ofc: 352-735-7158 Cell: 321-205-6401 mckinneyj@ci.mount-dora.fl.us
Nags Head, NC 9/8/2017-10/12/2017	Supplied water pumps for standby use	\$11,486	Hrly	David Ryan , Town Engineer, 2200 Lark Ave. Nags Head, NC 27959 ofc. 252-441-6221, cell 252-475-0038, fax: 252-441-3350 david.ryan@nagsheadnc.gov	
Nassau Co, FL 9/18/2017-2/9/2018	Removed & Disposed: vegetation, mulch, leaners (81), hangers (7,113 trees); Reduced: at 1 site by grinding Monitored by Witt O'Briens - ADMS	\$2,978,945	209,674	Scott Herring PW Director 46026 Landfill Rd. Callahan, FL 32011 Ofc: 904-491-7330 Cell: 904-583-5665 Fax: 904-879-6323 sherring@nassaucountyfl.com	Shanea Jones , County Manager 96135 Nassau Pl. Suite 1 Yulee, FL 32097 Ofc: 904-530-6010 Fax: 904-321-5784 sjones@nassaucountyfl.com
North Port, FL 9/15/2017-12/13/2017	Removed & Disposed: vegetation, mulch, leaners (6), hangers (675 trees); Reduced: at 1 site by grinding Monitored by Rostan / Hall Pass - ADMS	\$737,413	47,241	Monica Bramble , Asst. PW Director 1100 N. Chamberlin Blvd. North Port, FL 34286 Ofc: 941-240-8060 Cell: 941-628-0015 Fax: 941-240-8063 mbramble@cityofnorthport.com	Frank Lama , Solid Waste Manager 1100 Chamberlain Blvd. North Port, FL 34286 Ofc: 941-240-8074 Fax: 941-429-7079 flama@cityofnorthport.com
Ocala, FL 9/18/2017-02/26/2018	Push Operations; Removed & Disposed: vegetation, mulch, leaners (96), hangers (377 trees); Reduced: at 2 site by grinding Monitored by Tetra Tech - ADMS	\$1,838,624	129,645	Darren Park , PW Director 1805 NE 30 th Ave. Bldg. 300 Ocala, FL 34470 Ofc: 352-351-6733 Cell: 352-414-8622 Fax: 352-351-6731 dpark@ocalafl.org	Ken Whitehead , Asst. City Manager 1805 NE 30 th Ave Bldg 600 Ocala, FL 34470 Ofc: 352-401-3974 Cell: 352-857-1223 kwhitehead@ocalafl.org

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OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Okeechobee Co, FL 9/22/2017-12/08/2017	Removed & Disposed: vegetation, ash, mulch, leaners (5), hangers (1,742 trees); Reduced: at 1 site by burning & grinding Monitored by Culpepper & Terpening - ADMS	\$1,412,646	122,407	Mitchell Smeykal , EM Director 707 NW 6 th St. Ave Okeechobee, FL 34972 Ofc: 863-763-3212 Cell: 863-634-6273 Fax: 863-763-1569 msmeykal@co.okeechobee.fl.us	Russell Rowland , Asst Co Administrator 1700 NW 9 th Ave. Suite D Okeechobee, FL 34972 Ofc: 863-763-1811 Cell: 863-697-0121 Fax: 863-763-5529 rrowland@co.okeechobee.fl.us
Orange Co, FL 9/15/2017-2/26/2018	Removed & Disposed: vegetation, mulch, ash, leaners (152), hangers (3,762 ea & 15,556 trees), stumps (4), marine debris Reduced: at 3 site by grinding; Monitored by Tetra Tech - ADMS	\$6,869,563	364,326	Ralphetta Aker , PW Fiscal & Op Support Manager 4200 South John Young Parkway Orlando, FL 32839 Ofc: 407-836-8011 Fax: 407-836-7788 Ralphetta.Aker@ocfl.net	Jennifer Cummings PW Stormwater Manager 4200 S. John Young Pkwy Orland, FL 32839 Ofc: 407-836-7795 Cell: 321-689-7624 jennifer.cummings@ocfl.net
Orlando, FL 9/22/2017-12/1/2017	Removed & Disposed: vegetation, mulch, hangers (2,974 trees) Reduced: at 2 site by grinding Monitored by Thompson - ADMS	\$1,316,790	57,928	Mike Carroll , Solid Wast Div. Manager 1028 S. Woods Ave. Orlando, FL 32805 Ofc: 407-246-3050 Cell: 407-538-8916 Fax: 407-246-2808 michael.carroll@cityoforlando.net	Rick Howard , PW Director 1028 S. Woods Ave. Orlando, FL 32805, Ofc: 407-246-3222 rick.howard@cityoforlando.net
Ormond Beach, FL 9/16/2017-10/26/2017	Removed & Disposed: vegetation, mulch, leaners (20), hangers (3,608 trees); Reduced: at 1 site by grinding Monitored by Thompson - ADMS	\$2,022,282	130,212	Kevin Gray , PW Operations Manager 501 N. Orchard St. Ormond Beach, FL 32174 Ofc: 386-676-3577 Cell: 386-316-7725 kevin.gray@ormondbeach.org	
Palm Coast, FL 10/13/2017-11/6/2017	Removed & Disposed: vegetation, C&D Monitored by True North - ADMS	\$162,856	22,007	Jim Landon , City Manager 160 Lake Avenue Palm Coast, FL 32164 Ofc: 386-986-3702 Fax: 386-986-3781 jlandon@palmcoastgov.com	Nester Abreu , PW Director 1 Welfield Grade Palm Coast, FL 32137 Ofc: 386-986-2360 Cell: 386-931-5177 nabreu@palmcoastgov.com
Palm Springs, FL 9/15/2017-11/2/2017	Removed & Disposed: vegetation Monitored by Thompson - ADMS	\$133,345	17,072	Mr. William "Bill" Golson , Dir. Parks and Recreation 226 Cypress Lane Palm Springs, FL 33461 Ofc: 561-964-8820 Fax: 561-964-2387 bgolson@vpsfl.org	Kimberly Wynn , Village Clerk 226 Cypress Lane Palm Springs, FL 33461 Ofc: 561-965-4010 Fax: 561-965-0899 kwynn@vpsfl.org
Palmetto, FL 10/5/2017-11/21/2017	Removed & Disposed: vegetation, mulch, hangers (97 trees) Reduced: at 1 site by grinding Monitored by Witt O'Briens - ADMS	\$202,411	17,730	Allen Tusing , PW Director 600 17 th Street W. Palmetto, FL 34221 Ofc: 941-723-4580 Cell: 941-737-0282 Fax: 941-723-4539 atusing@palmettofl.org	Javier Vargas Dep. Director PW 600 17 th Street W. Palmetto, FL 34221 Ofc: 941-723-4580 Fax: 941-723-4539 jvargas@palmettofl.org
Plantation, FL 9/19/2017-1/8/2018	Removed & Disposed: vegetation, hangers (2,104 trees) Monitored by Witt O'Briens - ADMS	\$1,714,266	194,605	Dawn Mehler , Administrative Analyst 750 NW 91 st Avenue Plantation, FL 33324 Ofc: 954-797-2723 dmehler@plantation.org	Steve Rodgers , PW Asst. Director 750 NW 91 st Ave Plantation, FL 33324 Ofc: 954-452-2535 Fax: 954-452-2548 srodgers@plantation.org
Polk Co, FL 9/15/2017-04/05/2018	Removed & Disposed: vegetation, mulch, leaners (71), hangers (27,456 trees); Reduced: at 11 site by grinding Monitored by Tetra Tec - ADMS	\$27,921,453	2,171,245	Michael Teate , Roads & Drainage Area Manager 3000 Sheffield Rd. Winter Haven, FL 33880 Ofc: 863-535-2200 Cell: 863-581-0541 michaeltate@polk-county.net	Jay Jarvis , Drainage Director, jayjarvis@polk-county.net , 300 Sheffield Rd, Winter Haven 33880, (863)535-2200
Polk Co School Board, FL 11/4/2017-02/28/2018	Removed & Disposed: vegetation, leaners (27), hangers (2,516 trees); Monitored by Tetra Tech - ADMS	\$345,164	14,322	Scott Reeves , Senior Coordinator of Support Services, 1430 Hwy 60 East Bartow, FL 33830 863-534-5052 Scott.reeves@polk-fl.net	

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Punta Gorda, FL 9/20/2017-10/16/2017	Removed & Disposed: vegetation, mulch, leaner (1), stump (1) Reduced: by grinding	\$131,971	17,770	Marian Pace , Procurement Manager 326 West Marion Ave. Punta Gorda, FL 33950 Ofc: 941-575-3348 Cell: 941-628-1592 Fax: 941-575-3340 mpace@pgorda.us	Howard Kunik , City Manager 326 West Marion Ave. Punta Gorda, FL 33950 Ofc: 941-575-3301 Fax: 941-575-3310 hkunik@pgorda.us
Putnam Co, FL 9/21/2017-2/2/2018	Removed & Disposed: vegetation, mulch, Reduced: at 4 site by grinding Self Monitored	\$3,935,714	317,203	Larry Gast , Dir. Solid Waste/Sanitation 140 County Landfill Rd. Palatka, FL 32177 Ofc: 386-329-1200 Fax: 386-329-0486 larry.gast@putnam-fl.com	Lynn Wooten Solid Waste Sanitation Admin 140 County Landfill Rd. Palatka, FL 32177 Ofc: 386-329-1201 Cell: 386-937-5231 Fax: 386-329-0486 Lynn.wasdin@putnam-fl.com
Sanford, FL 9/18/2017-11/12/2017	Removed & Disposed: vegetation, C&D, mulch Reduced: at 1 site by grinding Monitored by Witt O'Briens - ADMS	\$567,798	43,156	John P. Reichardt , PW Operations Mgr, 300 N Park Ave. Sanford, FL 32771 Ofc: 407-688-5087 Cell: 407-416-2998 John.reichardt@sanfordfl.gov	Bilal Iftikhar PW Director , 300 N Park Ave. Sanford, FL 32771 Ofc: 407-688-5085 Fax: 407-688-5081 bilal.iftikhar@sanfordfl.gov
Sanibel Island, FL 9/18/2017-12/17/2017	Removed & Disposed: vegetation, mulch, leaners (122), hangers (720 trees), stumps (44); Reduced: at 1 site by grinding Monitored by Witt O'Briens - ADMS	\$2,217,420	161,910	Keith Williams II , PW Director 800 Dunlop Rd. Sanibel, FL 33957 Ofc: 239-472-6397 Cell: 239-691-8787 keith.williams@mysanibel.com	Scott Krawczuk , Dep. Director Public Works 800 Dunlop Rd. Sanibel, FL 33957 Ofc: 239-472-6397 Cell: 239-770-2554 Fax: 239-472-6041
Sarasota Co, FL 9/13/2017-1/19/2018	Removed & Disposed: vegetation, mulch, leaners (2), hangers (77 trees); Reduced: at 3 site by grinding Monitored by Tetra Tech - ADMS	\$2,819,743	221,501	Lois Rose , Solid Waste Mgr. 4000 Knights Trail Road Nokomis, FL 34275 Ofc: 941-861-1589 Cell: 941-650-0722 Fax: 941-486-2620 lerose@scgov.net	Scott Montgomery , EM Operations Mgr 6050 Porter Way Sarasota, FL 34236 Ofc: 941-861-5927 Fax: 941-861-5501 smontgo@scgov.net
St Petersburg, FL 9/16/2017-12/9/2017	Removed & Disposed: vegetation, mulch, stumps (8) Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$1,190,184	163,792	Mike Vineyard , Park Operational Manager 1400 19 th Street North. St. Petersburg, FL 33713 Ofc: 727-892-5233 michael.vineyard@stpete.org	Mike Jeffries , Dir. Parks and Rec 1400 19 th Street North St. Petersburg, FL 33713 Ofc: 727-892-5863 michael.jeffries@st.pete.org
Stuart, FL 9/14/2017-10/27/17	Push Operations; Removed & Disposed: vegetation, mulch, leaners (2) / hangers (171 trees); Reduced: at 1 site by grinding Monitored by Thompson - ADMS	\$181,132	11,850	Sam Amerson , Dir. Public Works 121 SW Flagler Ave. Stuart, FL 34994 Ofc: 772-288-5331 Cell: 772-260-9613 samerson@ci.stuart.fl.us	Dave Peters , Asst. Director of PW, 121 SW Flagler Ave. Stuart, FL 34994 Ofc: 772-288-1292 Cell: 772-260-9615 dpeters@ci.stuart.fl.us
Sumter Co, FL 9/22/2017-2/24/2018	Removed & Disposed: vegetation, mulch, leaners (274), hangers (7,806 trees), stumps (78); Reduced: at 1 site by grinding; Monitored by Thompson - ADMS	\$1,391,971	59,826	Mark Wilson , Road and Bridge Superintendent 319 E. Anderson Ave. Bushnell, FL 33513 Ofc: 352-569-6700 Fax: 352-569-6701	Jackey Jackson , Asst. PW Director Operations 319 E. Anderson Ave. Bushnell, FL 33513 Ofc: 352-569-6700 Cell: 352-303-8543 Fax: 352-569-6701 jackey.jackson@sumtercountyfl.gov
Sunny Isles Beach, FL 9/26/2017-9/29/2017	Removed & Disposed: mulch	\$37,866	1,538	Christopher Russo , City Manager 18070 Collins Ave. Sunny Isles Beach, FL 33160 Ofc: 305-947-0606 Fax: 305-949-3113 crusso@sibfl.net	
Sunrise, FL 9/17/2017-11/30/2017	Removed & Disposed: vegetation, C&D, mulch, leaners (263), hangers (3,804 trees); Reduced: at 3 site by grinding Monitored by Tetra Tech - ADMS	\$2,557,532	136,417	Scott Manning , Emergency Mgmt 10440 W. Oakland Park Blvd. Sunrise, FL 33351 Ofc: 954-746-3476 Cell: 954-383-2647 smanning@sunrisefl.gov	Richard Salamon , City Manager 10770 West Oakland Park Blvd. Sunrise, FL 33351 Ofc: 954-746-3430 Fax: 954-746-3439 citymanager@sunrisefl.gov

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Tarpon Springs, FL 9/18/2017-12/13/2017	Removed & Disposed: vegetation, C&D, mulch, leaners (34), hangers (703 trees); Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$675,256	45,557	Tom Funcheon , PW Director 324 East Pine Street Tarpon Springs, FL 34689 Ofc: 727-942-5606 Cell: 727-224-6182 Fax: 727-943-9609 tfuncheon@ctsfl.us	Mr. Richard Butcher , 444 Huey Ave. South Tarpon Springs, FL 34689 Ofc: 727-938-3737 Fax: 727-934-0598
Tybee Island, GA 9/17/2017-11/21/2017	Removed & Disposed: C&D, white goods (31) Monitored by Rostan / Haul Pass - ADMS	\$75,798	9,735	Angela Hudson , Finance Director 403 Butler Ave. Tybee Island, GA 31328 Ofc: 912-472-5021 Fax: 912-786-9465 ahudson@cityoftybee.org	Shawn Gillen , City Manager 403 Butler Ave. Tybee Island, GA 31328 Ofc: 912-472-5070 Cell: 404-309-1788 sgillen@cityoftybee.org
Venice, FL 9/20/2017-10/17/2017	Removed & Disposed: vegetation Monitored by Thompson - ADMS	\$110,342	12,543	Judy Gamel , Executive Asst. City Managers Office 401 West Venice Ave. Venice, FL 34285 Ofc: 941-882-7398 Fax: 941-480-3031	John Venezian , Public Works Director 221 S. Seaboard Ave. Venice, FL 34285 Ofc: 941-882-7359 jveneziano@venicegov.com
Vero Beach, FL 9/18/2017-10/10/2017	Removed & Disposed: vegetation Reduced: at 1 site by grinding Monitored by Thompson - ADMS	\$440,532	35,621	Don Dexter , PW Manager 3405 Airport West Drive Vero Beach, FL 32960 Ofc: 772-978-4861 Cell: 772-473-7372 Fax: 772-978-4879 ddexter@covb.org	Carol Shoaf , Purchasing Contractor Adminstrator 3455 Airport West Drive Vero Beach, FL 32961 Ofc: 772-978-5470 Fax: 772-770-6860 purchcss@covb.org
(The) Villages Community, FL 9/15/2017-12/20/2017	Removed & Disposed: vegetation, mulch, stumps (34) Reduced: at 2 site by grinding Monitored by Volkert - ADMS	\$406,299	31,288	Diane Tucker , Admin Ops Manager 940 Lakeshore Drive The Villages, FL 32162 Ofc: 352-674-1920 Cell: 352-207-8626 Fax: 652-674-1921 diane.tucker@districtgov.org	
Wilton Manors, FL 9/18/2017-10/14/2017	Removed & Disposed: vegetation, C&D, leaners (3), hangers (91 trees) Monitored by Tetra Tech - ADMS	\$222,615	25,961	David Archacki , Dir. Utilities / Emergency Mgmt 2020 Wilton Drive Wilton Manors, FL 33305 Ofc: 954-390-2129 Cell: 943-818-7315 darchacki@wiltonmanors.com	Bob Mays , Director of Finance 2020 Wilton Dr. Wilton Manors, FL 33305 Ofc: 954-390-2143 Bmays@wiltonmanors.com
2017 Hurricane Harvey	26 Contracts Activated for Event - 25 DMS Managed for Event	\$93,763,092 Total Event Cost	6,015,594 Total Event CY		
Alvin, TX 9/7/2017-10/16/2017	Removed & Disposed: C&D, vegetation, white goods (19), E-waste (200), HHW (11,100 Lbs); Monitored by True North - ADMS	\$252,613	12,446	Brian Smith , Director of Public Services, 1100 W Hwy 6, Alvin, TX 77511, 281-388-4315, bsmith@psf.cityofalvin.com	
Aransas Co, TX 9/5/2017-8/27/2018	Removed & Disposed: vegetation, C&D, mulch, compacted C&D, leaners (616), hangers (23,576 trees), white goods (9,729), HHW (66,560 Lbs), PPDR debris; Reduced: at 3 site by grinding; Monitored by Thompson - ADMS	\$38,281,175	2,395,235	Rick McLester , EM Coordinator, 301 N Live Oak St, Rockport, TX 78382, 361-790-0100, rmclester@aransascounty.org	
Baytown, TX 9/6/2017-10/25/2017	Removed & Disposed: vegetation, C&D, white goods (973), E-waste (131), HHW (34,680 Lbs); Monitored by True North - ADMS	\$776,463	34,828	Rick Davis , City Manager, 2401 Market St, Baytown, TX 77520, 281-420-6500, citymanager@baytown.org	
Brazoria Co, TX 9/13/2017-01/12/2018	Removed & Disposed: vegetation, C&D, white goods (2,376), HHW (103,720 Lbs), compacted C&D, mulch; Reduced: at 4 site by C&D compaction; Monitored by Tetra Tech - ADMS	\$3,417,026	161,448	Trey Haskens , Asst. County Engineer 451 N. Velasco, Suite 230 Angleton, TX 77515 Ofc. 979-583-7657 treyh@brazoria-county.com	
Chambers Co, TX 9/7/2017-10/13/2017	Removed & Disposed: C&D, vegetation, white goods (270), E-waste (34), HHW (2,350 Lbs) Monitored by True North - ADMS	\$205,142	10,534	Jimmy Sylvia , County Judge, 404 Washington Ave, Anahuac, TX 77514, 409-267-2440, jsylvia@co.chambers.tx.us	

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Clear Lake Shores, TX 9/21/2017-10/14/2017	Removed & Disposed: C&D, vegetation, white goods (83), E-waste (40), HHW (3,500) Monitored by True North - ADMS	\$51,977	1,813	Mr. George Jones , City Administrator 1006 South Shore Dr. Clear Lake Shores, TX 77565 Ofc: 281-334-2799 Fax: 281-334-2866 gjones@clearlakeshores-tx.gov	Chief Kenneth G. Cook , Police Chief 1006 South Shore Drive Clear Lake Shores, TX 77565 Ofc: 281-334-1034 Fax: 281-334-2866 kcook@clearlakeshores-tx.gov
Corpus Christi, TX 8/31/2017-1/17/2018	Removed & Disposed: vegetation, mulch, hangers (19,232 trees); Reduced: at 2 site by grinding Monitored by Tetra Tech - ADMS	\$7,724,553	536,074	Lawrence Mikolajczyk , SW Dir, 2525 Hygeia St, Corpus Christi, TX 78415, 361-857-1972, lawm@cctexas.com Paul Bass , Asst. Dir. Of Support Services 361-826-1968 PaulB@cctexas.com	
Dickinson, TX 9/7/2017-1/26/2018	Removed & Disposed: C&D, vegetation, white goods (5,178), E-waste (7,684), HHW (182,460 Lbs); Monitored by Tetra Tech - ADMS	\$5,942,702	191,789	Capt Steve Krone , Emergency Operations Dir, 4000 Liggio, Dickinson, TX 77539, 281-337-6308, skrone@ci.dickinson.tx.us	
Friendswood, TX 9/6/2017-1/15/2018	Removed & Disposed: C&D, white goods (5,804), E-waste (2,545), HHW (235,920 Lbs) Monitored by Tetra Tech - ADMS	\$4,096,828	135,952	Terry Byrd , EM Coordinator, 1600 Whitaker Dr, Friendswood, TX 77546, 281-996-3332, tbyrd@ci.friendswood.tx.us	
Galveston Co, TX 9/27/2017-11/22/2017	Removed & Disposed: C&D, white goods (134), e-waste (547) Monitored by Tetra Tech - ADMS	\$573,170	33,261	Rufus 'Lee' Crowder , Purchasing Agent 722 Moody Street 5 th Floor Galveston, TX 77550 Ofc: 409-770-5372 rufus.crowder@co.galveston.tx.us	
Ingleside, TX 9/3/2017-02/08/2018	Removed & Disposed: C&D, vegetation, compacted C&D, mulch; Reduced: at 3 site by grinding & compacting C&D Monitored by True North - ADMS	\$4,256,037	296,483	Shanna Owens , EM Coordinator 2425 8 th Street Ingleside, TX 78362 Ofc: 361-776-7422 sowens@inglesidetx.gov	Paul Baen , Finance Director 3761 San Angelo St. Ingleside, TX 78362; Ofc: 361-776-2517
Jones Creek, TX 9/15/2017-10/16/2017	Removed & Disposed: C&D Monitored by Witt O'Briens - ADMS	\$62,579	3,532	Marshal William Tidwell , Marshal/EM 7207 Stephen F. Austin Jones Creek, TX 77541 Ofc: 979-292-6393 Fax: 979-233-3712 jc.cityhall@coastal-link.net	Kimberly Morris , Emergency Management Coordinator 7207 Stephen F. Austin Rd. Jones Creek, TX 77541 Ofc: 979-233-2700 Fax: 979-233-3712 jc.cityhall@coastal-link.net
LaMarque, TX 9/16/2017-10/26/2017	Removed & Disposed: C&D, vegetation, white goods (12), e-waste (29) Monitored by TCB - ADMS	\$396,256	21,994	Charlete Todaro Warren , PW Coordinator Emergency Management 1111 Bayou Road La Marque, TX 77568 Ofc: 409-938-9225 Cell: 409-457-7511 Fax: 409-935-0401 c.todaro@cityoflamarque.org	Robin Eldridge , City Clerk 1111 Bayou Rd. La Marque TX 77568 Ofc: 409-938-9259 r.eldridge@cityoflamarque.org
Lake Jackson 9/16/2017-10/7/2017	Removed & Disposed: vegetation Monitored by Tetra Tech - ADMS	\$20,548	4,281	Keelie Kennedy , Buyer 25 Oaks Drive Lake Jackson TX 77566 Ofc: 979-415-2420 Fax: 979-415-2520 kkennedy@lakejacksontx.gov	Sally Villarreal Asst. City Secretary, 25 Oaks Drive Lake Jackson TX 77566 Ofc: 979-415-2401 Fax: 979-415-2501 avillarreal@lakejacksontx.gov
League City, TX 9/7/2017-12/2/2017	Removed & Disposed: C&D, white goods (3,209), E-waste (3,491), HHW (109,220 Lbs) Monitored by Tetra Tech - ADMS	\$2,422,457	116,461	Bo Bass , City Manager, 300 W Walker St, League City, TX 77573, 281-554-1414, john.baumgartner@leaguecitytx.gov	
Liberty Co, TX 10/16/2017-2/28/2018	Removed & Disposed: C&D, C&D compacted Reduced: at 3 sites by compaction Monitored by Tetra Tech - ADMS	\$153,637	13,595	Tom Branch EM Coordinator 2400 Beaumont Ave. Jail Admin Bldg. Liberty TX 77575 Ofc: 936-334-3219 Cell: 713-816-9898 Fax: 936-336-3172 tom.brancy@co.liberty.tx.us	Crista Beasley , Dep. EM Coordinator 2400 Beaumont Ave. Jail Admin Bldg. Liberty, TX 77575 Ofc: 936-334-3219 Fax: 936-336-3172 crista.beasley@co.liberty.tx.us

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Montgomery Co, TX 9/5/2017-2/6/2018	Removed & Disposed: C&D, compacted C&D, white goods (1,013), E-waste (1,699), HHW (974 Lbs); Reduced: at 3 sites by grinding & compaction; Monitored by Tetra Tech - ADMS	\$2,172,773	118,097	Chief Deputy Randy McDaniel , EM Coordinator, 9472 Airport Rd, Conroe, TX 77303, 936-760-5852, Randy.McDaniel@mctx.org
Nassau Bay, TX 9/14/2017-10/19/2017	Removed & Disposed: C&D, vegetation, white goods (95), E-waste (7), HHW (17,780 Lbs) Monitored by Witt O'Briens - ADMS	\$205,060	6,324	Jamie Galloway , EM Coordinator 1800 Space Park Dr. Suite 200 Nassau Bay, TX 77058 Ofc: 281-336-6298 Fax: 281-335-1555 jamie.galloway@nassaubay.com Paul Lopez , PW Director 18295 Upper Bay Rd. Nassau Bay TX 77258 Ofc: 281-333-2944 Fax: 281-333-2301 paul.lopez@nassaubay.com
Newton Co, TX 10/2/2017-12/13/2017	Removed & Disposed: C&D, vegetation Monitored by Thompson - ADMS	\$104,047	8,859	Rosemary Johnson , Admin Assistant for Judge PO Box 1380 Newton, TX 75966 Ofc: 409-379-5691 Cell: 409-381-0677 Fax: 409-379-2107 newtoncountyjudge@co.newton.tx.us Olen Bean , Dep. EMC PO Box 1380 Newton, TX 75966 Ofc: 409-994-25431 Cell: 409-658-9241 olen.bean@co.jasper.tx.us
Nueces Co, TX 9/14/2017-11/21/2017	Removed & Disposed: C&D, vegetation Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$84,568	7,851	Christopher Boyce , Em. Mgmt Coordinator 901 Leopard Street, Room 106 Corpus Christi TX 78401 Ofc: 361-888-0513 Fax: 361-888-0445 christopher.boyce@nuecesco.com Glen Sullivan , PW Director 901 Leopard Street, Room 103 Corpus Christi, TX 78401 Ofc: 361-888-0490 Cell: 361-533-2356 Fax: 361-888-0485 glen.sullivan@nuecesco.com
Port Arthur, TX 9/8/2017-1/19/2018	Removed & Disposed: C&D, compacted C&D, white goods (3,551), E-Waste (47,886); Reduced: at 3 sites by compaction Monitored by Witt O'Briens - ADMS	\$11,140,779	487,974	Glen White , Solid Waste, 44 4th St, Port Arthur, TX 77640, 409-983-8501 glen.white@portarthurtx.gov , Alison Walker , Solid Waste Administrative Assistant 409-983-8501, Allison.walker@portarthurtx.gov Armondo Gutierrez , PW Dir, , 409-983-8513, armondo.gutierrez@portarthurtx.gov
San Patricio Co, TX 9/3/2017-2/9/2018	Removed & Disposed: C&D, vegetative, mulch Reduced: at 3 site by grinding & compacting Monitored by True North - ADMS	\$4,297,535	296,667	Sara Williams , Emergency Management, 313 N Rachal St, Sinton, TX 78387, 361-587,3560, sara.williams@co.san-patricio.tx.us
Santa Fe, TX 9/7/2017-11/2/2017	Removed & Disposed: C&D, HHW (10,780 lbs) Monitored by Thompson - ADMS	\$374,485	22,580	Joe Dickson , City Manager, 12002 State Hwy 6, Santa Fe, TX 77510, 409-925-6412,
Seabrook, TX 9/9/2017-10/4/2017	Removed & Disposed: C&D, vegetation, white goods (37), HHW (3,120 Lbs); Monitored by Tetra Tech - ADMS	\$39,905	1,592	Gayle Cook , City Manager, 1700 1st St, Seabrook, TX 77586, 281-291-5719, gcook@seabrooktx.gov
TX GLO 01/05/2018-03/15/2018	Removed & Disposed: Waterway debris	\$6,610,243	24,918	Tony Williams , Planning Senior Director 512-463-5055 tony.williams@glo.texas.gov Vania Ramaekers , Contract Specialist, 512-463-5047, Vania.ramaekers@glo.texas.gov
Webster, TX 9/8/2017-10/3/2017	Removed & Disposed: C&D, vegetation, white goods (6), E-waste (89), HHW (2,580 Lbs); Monitored by True North - ADMS	\$46,607	2,141	Joe Ferro , EM Dir, 101 Pennsylvania Ave, Webster, TX 77598, 281-316-3712, jferro@cityofwebster.com
West Columbia, TX 9/23/17-10/16/2017	Removed & Disposed: C&D, white goods (7), E-waste (44), HHW (1,640 Lbs); Monitored by Witt O'Briens - ADMS	\$53,922	2,351	Chief Paul Odin , 310 E. Clay West Columbia, TX 77486 Ofc: 979-345-5121 Cell: 713-459-0732 Fax: 979-345-2730 chief@westcolumbiatx.org Debbie Sutherland , City Manager 512 E. Brazos Ave. West Columbia TX 77486 Ofc: 979-345-3123 Fax: 979-345-3178 citymanager@westcolumbiatx.org
2017 TS Cindy				

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Dauphin Island, AL 6/27/2017-6/29/2017	Sand Clearance from Roadways	\$6,540	Hourly	Jeff Collier, Mayor, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, jcollier@townofdauphinisland.org	Wanda Sandagger, Administrative Assistant, 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, wsandagger@townofdauphinisland.org
2017 Tornado					
Hattiesburg, MS 2/11/2017-5/27/2017	Removed & Disposed: vegetation, C&D, stumps, leaners & hangers; Monitored by Debris Tech - ADMS	\$2,237,052	150,710	Lamar Rutland, City Engineer, 212 W Front St, Hattiesburg, MS 39401, 601-545-4540, lrutland@hattiesburgms.com	
2017 Other Projects					
Central, LA 6/28/2017-7/1/2017	Removed & Disposed: C&D Monitored by Debris Tech - ADMS	\$38,067	3,239	JR Shelton, Mayor, 13421 Hooper Rd, Ste 8, Central, LA 70818, 225-261-5989, jr.shelton@central-la.gov	
Corpus Christi, TX 6/14/2017-7/12/2017	Removed & Disposed: vegetation (Emergency Brush Collection)	\$299,977	41,663	Gilbert Montoya, 361-816-8156, gilbertm@cctexas.com	
Newport News, VA 5/2017-7/2017	Removed trees from different locations in the City at various times	\$44,673	Lump Sum	Derrick Porter, Stormwater, 513 Oyster Point Rd, Newport News, VA 23602, dporter@nngov.com	
2016 Hurricane Matthew	39 Contracts Activated for Event - 32 DMS Managed for Event	\$82,267,725 Total Event Cost	5,675,560 Total Event CY		
Berkeley Co, SC 10/13/2016-12/18/2016	Removed & Disposed: vegetation, C&D, leaners & hangers, mulch; Reduced: at 1 site by grinding Monitored by Rostan Solutions / GP Strategies - ADMS	\$931,731	75,610	Melissa Wheatley, Deputy Director of Solid Waste, 212 Oakley Plantation Dr, Moncks Corner, SC 29461, 843-719-2343, melissa.wheatley@berkeleycountysc.gov	
Brevard Co, FL 10/11/2016-1/4/2017	Removed & Disposed: vegetation, C&D, mulch Reduced: at 1 site by grinding; Monitored by Tetra Tech - ADMS	\$3,231,102	265,794	"Euri" Euripides Rodriguez, SW Dir, 2725 Judge Fran Jamieson Way, Bldg A, Ste 118, Viera, FL 32940, 321-633-2042, euripides.rodriguez@brevardcounty.us	
Bunnell, FL 10/14/2016-10/25/2016	Removed & Disposed: vegetation Monitored by Tetra Tech - ADMS	\$105,155	8,480	Perry Mitrano, SW Dir, 201 W Moody Blvd, Bunnell, FL 32110, 386-437-7500, pmitrano@bunnellcity.us	
Callawassie Island, SC 10/8/2016-10/10/2016	Emergency Push	\$14,573	Hrly	Chief Waverly Patterson, Ops Dir, 176 Callawassie Dr, Okatie, SC 29909, 843-987-4150, chiefpatterson@hargray.com	
Chesapeake, VA 10/28/2016-11/3/2016	Removed & Disposed: vegetation	\$21,166	483	Eric Martin, PW Dir, 306 Cedar Rd, 3rd Floor, Chesapeake, VA 23322, 757-382-6380, emartin@cityofchesapeake.net	
Clay Co, FL 10/18/2016-1/12/2017	Removed & Disposed: vegetation, C&D, leaners & hangers, mulch; Reduced: at 2 sites by grinding; Monitored by Landfall Strategies	\$1,142,823	127,682	John Ward, EM Dir, 2519 SR 16 W, Green Cove Springs, FL 32043, 904-541-2767, John.Ward@claycountygov.com	
Cocoa Beach, FL 10/12/2016-12/3/2016	Removed & Disposed: vegetation, C&D, mulch Reduced: at 2 sites by grinding; Monitored by Tetra Tech - ADMS	\$326,535	32,701	Rob Strong, Project Manager, Public Works, 1600 Minutemen Causeway, Cocoa Beach, FL 32932, 321-868-3316, rstrong@cityofcocoa-beach.com	
Currituck Co, NC 11/7/2016-2/24/2017	Removed & Disposed: vegetation, mulch; Reduced: at 1 site by grinding; Monitored by Tetra Tech - ADMS	\$46,664	2,805	Brenda McQueen, Superintendent of Buildings, PW, 153 Courthouse Rd, Currituck, NC 27929, 252-232-2504, brenda.mcqueen@currituckcountync.gov	
Deltona, FL 10/14/2016-12/1/2016	Removed & Disposed: vegetation, C&D, leaners & hangers, ash Reduced: at 1 site by burning; Monitored by Tetra Tech - ADMS	\$1,384,861	117,753	Matt Doan, PW Dir, 2345 Providence Blvd, Deltona, FL 32725, 386-878-8950, mdoan@deltonafl.gov	
Duplin Co, NC 11/28/2016-12/1/2016	Removed & Disposed: C&D Monitored by Tetra Tech - ADMS	\$7,107	519	Matt Barwick, EM Coordinator, 209 Seminary St, PO Box 909, Kenansville, NC 28349, 910-296-2160 Ext. 231, matthew.barwick@duplincountync.com	
Edgecombe Co, NC 11/7/2016-2/24/2017	Removed & Disposed: C&D	\$516,525	20,257	Dee Waters, Purchasing Agent, 252-641-7888, deewaters@edgecombeco.com	

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City of Ormond Beach, FL

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Edgewater, FL 10/8/2016-12/8/2016	Emergency Push; Removed & Disposed: ROW, Commercial, Private - vegetative, C&D, leaners & hangers, mulch; Reduced: at 1 site by grinding; Monitored by Witt O'Briens	\$2,936,463	201,602	Brenda DeWees , Dir of Env Services, 386-424-2400, bdeweess@cityofedgewater.org
Fayetteville, NC 10/20/2016-2/15/2017	Removed & Disposed: vegetative, C&D, mulch Reduced: at 1 site by grinding; Monitored by Tetra Tech - ADMS	\$958,182	81,449	Jackie Tuckey , Management Analyst, 433 Hay St, Fayetteville, NC 28301-5537, 910-433-1854, jtuckey@ci.fay.nc.us
Flagler Beach, FL 10/13/2016-1/25/2017	Removed & Disposed: vegetative, C&D, Beach C&D, mulch Reduced: at 1 site by grinding, management and grinding of City hauls; Monitored by Tetra Tech - ADMS	\$312,482	23,926	Larry Newsom , City Manager, 105 South Second St, Flagler Beach, FL 32136, 386-517-2000, lnewsom@cityofflaglerbeach.com
Flagler Co, FL 10/7/2016-1/23/2017	Emergency Push; Removed & Disposed: ROW, Public Use Areas, Private HOA & Non HOA Rds - vegetative, C&D, leaners & hangers, white goods, mulch; Reduced: at 1 site by grinding, management and grinding of City hauls Monitored by Tetra Tech - ADMS	\$2,752,630	167,148	Richard Gordon , Asst Co Engineer, 1769 E Moody Blvd, Building 2, Bunnell, FL 32110, 386-313-4006, rgordon@flaglercounty.org
FL DEP 2/16/2017-6/20/2017	Waterway Debris Removal; Remove waterway debris with boats to an offload site, load onto trucks for disposal; Debris removed from eligible parks Monitored by Eisman Russo - Zone 1, CDR McGuire - Zone 2, Tetra Tech - Zone 3	\$13,186,226	77,722	Scott Woolam , Sr Program Analyst, Div of State Lands, 3900 Commonwealth Blvd, Mail Station 100, Tallahassee, FL 32399-3000, 850-245-2806, Scott.Woolam@dep.state.fl.us
Fripp Island, SC 10/13/2016-10/28/2016	Emergency Push; Removed & Disposed: vegetative, leaners & hangers; Monitored by Witt O'Brien	\$111,040	3,967	Kate Hines , General Manager, Generalmanager@frippislandliving.com
Garden City, GA 10/31/2016-1/17/2017	Removed & Disposed: vegetative, mulch; Reduced: at 1 site by grinding; Monitored by Rostan Solutions - ADMS	\$365,490	33,580	Benny Googe , PW Dir, 2 Bud Brown Rd, Garden City, GA 31408, 912-629-2296, bgooge@gardencity-ga.gov
Hilton Head Island, SC 10/5/2016-7/01/2017	Emergency Push; Removed & Disposed: ROW, SCDOT Rds, Private Rds, Public Use Areas - vegetative, C&D, white goods, leaners & hangers, mulch; Debris removed from eligible parks, cemeteries & schools; Reduced: at 2 sites by grinding Waterway Debris removal from Drainageways Monitored by Tetra Tech - ADMS	\$37,124,940	3,012,487	Jennifer Lyle , Asst Town Engineer, One Town Center Ct, Hilton Head Island, SC 29928, 843-341-4779, jenniferl@hiltonheadislandsc.gov
Hilton Head Plantation, SC 10/10/2016-10/31/2016	Emergency Push; Tasks: Access Tree clearance, ROE tree removal, Blue roof operations	\$195,567	Hrly	T. Peter Kristian , General Manager, 7 Surrey Ln, Hilton Head Island, SC 29926, pkristian@hhppoa.org
Jasper Co, SC 10/8/2016-10/12/2016	Emergency Push	\$24,636	Hrly	Wilbur Daley , Emergency Services Dir, 1509 Grays Hwy, Ridgeland, SC 29936, 843-726-7607, wilburd@jaspercountysc.gov
Liberty Co, GA 10/14/2016-1/6/2017	Removed & Disposed: vegetative, C&D, leaners & hangers, stumps; Reduced: at 2 sites by burning Monitored by Tetra Tech - ADMS	\$1,736,692	183,194	Mike Hodges , EM Dir, 100 Liberty St, Hinesville, GA 31313, 912-368-2201, mike.hodges@libertycountyga.com
Long Cove Owners Assoc. Hilton Head Island, SC 10/28/2016-11/21/2016	Removed & Disposed: vegetative, C&D, logs, mulch Reduced: at 1 sites by grinding	\$408,232	40,840	Tom Lee , General Manager, 399 Long Cove Dr, Hilton Head Island, SC 29928, 843-686-1071, tlee@longcoveclub.com
Marsh Side Owners Assoc. Hilton Head Island, SC 10/14/2016-11/3/2016	Tasks: Tree removal, stump grinding, blue tarp operations,	\$106,450	Hrly	Trish Norris , Property Manager, 5 Gumtree Rd, Hilton Head Island, SC 29926, 843-681-7301, propertymanager@marshsidehhi.com

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City of Ormond Beach, FL

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Norfolk, VA 10/14/2016-11/30/2016	Removed & Disposed: vegetative, stumps Reduced: at 1 site by grinding; Monitored by Thompson - ADMS	\$314,618	25,943	David Ricks, PW Dir, 810 Union St, Suite 700, Norfolk, VA 23510, 757-664-4614, David.Ricks@norfolk.gov
Ocean Isle Beach, NC 10/25/2016-11/9/2016	Removed & Disposed: C&D Monitored by Landfall Strategies	\$12,229	1,772	Justin Whiteside, Asst Town Administrator, 910-579-3469, justin@oibgov.com
Orange Park, FL 11/28/2016-1/4/2017	Removed & Disposed: mulch; Reduced: at 1 site by grinding of debris hauled in by the Town; Monitored by Landfall Strategies	\$19,604	1,976	Jim Hanson, Town Manager, 2042 Park Ave, Orange Park, FL 32073, 904-278-3019, jhanson@townop.com
Ormond Beach, FL 10/11/2016-12/31/2016	Removed & Disposed: vegetative, C&D, leaners & hangers, mulch; Reduced: at 1 site by grinding; Monitored by Thompson - ADMS	\$3,660,393	514,691	Kevin Gray, Operations Manager, PW, 501 N Orchard St, Ormond Beach, FL 32174, 386-676-3577, kevin.gray@ormondbeach.org
Palm Coast, FL 10/9/2016-1/17/2017	Removed & Disposed: vegetative, C&D, treated wood, mulch; Reduced: at 1 site by burning & grinding; Reduced and hauled out City hauled debris; Monitored by True North	\$1,172,253	68,151	Ms. Renee Shevlin, PW Operations Manager, 1 Wellfield Grade, Palm Coast, FL 32137, 386-986-4781, rshevlin@palmcoastgov.com
Port Wentworth, GA 10/17/2016-1/15/2017	Removed & Disposed: vegetative, C&D, leaners & hangers, stumps, mulch; Reduced: at 1 site by grinding Monitored by Tetra Tech - ADMS	\$84,022	6,282	Chief Lance Moore, Fire Dept, 317 Cantyre St, Port Wentworth, GA 31407, 912-401-0475, lmoores@cityofportwentworth.com
Raleigh, NC 10/17/2016-11/11/2016	Removed & Disposed: vegetative Monitored by Tetra Tech - ADMS	\$59,612	8,516	Kelly Lindsey, EM & Special Events, 222 W Hargett St, Suite 304, Raleigh, NC 27601, 919-996-2202, kelly.lindsey@raleighnc.gov
Rose Hill, NC 10/20/2016-10/25/2016	Removed & Disposed: vegetative	\$16,959	1,980	Ivey Knowles, PW Dir, 103 SE Railroad St, Rose Hill, NC 28458, 910-289-3159, rosehillpw@embargmail.com
SC DOT 10/17/2016-1/13/2017	Removed & Disposed: vegetative, leaners & hangers, stumps, mulch; Reduced: at 6 sites by grinding; Monitored by Thompson - ADMS	\$8,187,338	492,455	Emmett I Kirwan, SCDOT Procurement Manager, 955 Park St, Columbia, SC 29201, 803-737-0676, KirwanEI@scdot.org
Southern Shores, NC 11/18/2016-12/14/2016	Removed & Disposed: vegetative, C&D	\$83,218	8,586	Peter Rascoe, Town Manager, 5375 N Virginia Dare Trail, Southern Shores, NC 27949, 252-261-2394, prascoe@southernshores-nc.gov
Stuart, FL 10/7/2016-10/27/2016	Emergency Push; Removed & Disposed: vegetative, stumps, mulch; Reduced: at 1 site by grinding Monitored by Witt O'Briens	\$109,356	10,085	Sam Amerson, PW Dir, 121 SW Flagler Ave, Stuart, FL 34994, 772-288-5331, samerson@ci.stuart.fl.us
Sunset Beach, NC 10/26/2016-11/23/2016	Removed & Disposed: vegetative, C&D Monitored by Landfall Strategies	\$95,563	13,849	Dustin Graham, PW Dir, 700 Sunset Blvd N, Sunset Beach, NC 28468, 910-579-6297, dgraham66@atmc.net
Thunderbolt, GA 10/19/2016-1/17/2017	Removed & Disposed: vegetative, mulch; Reduced: at 1 site by grinding; Monitored by Witt O'Briens	\$108,789	9,896	Ray O'Neill, PW Dir, 2821 River Dr, Thunderbolt, GA 31404, 912-644-7999, roneill@thunderboltga.gov
Washington Oaks Gardens Park, FL 12/8/2016-12/13/2016	Removed & Disposed: vegetative	\$56,524	4,096	Renee Paolini, 6400 N Oceanshore Blvd, Palm Coast, FL 32137, Renee.Paolini@dep.state.fl.us
Windmill Harbour, SC 10/14/2016-10/31/2016	Removed & Disposed: vegetative, leaners & hangers, stumps, mulch; Reduced: at 1 site by grinding Monitored by Atkins Global	\$339,975	29,283	Jaime Fenstermaker, IMC Resort Services, 2 Corpus Christi, Ste #302, Hilton Head Island, SC 29928, 843-785-4775 ext 110, Jaime@imcresortservices.com
2016 Hurricane Hermine	2 Contracts Activated for Event - 3 DMS Managed for Event	\$9,080,715 Total Event Cost	401,366 Total Event CY	
Leon County, FL 9/3/2016-2/3/2017	Emergency Push; Removed & Disposed: vegetative, leaners & hangers, mulch; Reduced: at 3 sites by grinding Monitored by Witt O'Briens	\$5,721,729	237,200	Dale Walker, PW Director, 2280 Miccosukee Rd, Tallahassee, FL 32308, 850-606-1415, walkerda@leoncountyfl.gov

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City of Ormond Beach, FL

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT	
Tallahassee, FL 9/3/2016-1/26/2017	Emergency Push; Removed & Disposed: vegetative, leaners & hangers, mulch; Reduced: at 3 sites by grinding Monitored by Witt O'Briens	\$3,358,986	164,166	Robby Powers , EM Coordinator, 911 Eastwood Dr, Tallahassee, FL 32311, 850-891-2536, robby.powers@talgov.com	
2016 Flooding Aug					
Central, LA 8/25/2016-1/28/2017	Removed & Disposed: C&D, HHW Monitored by Debris Tech - ADMS	\$5,486,871	324,951	JR Shelton , Mayor, 13421 Hooper Rd, Ste 8, Central, LA 70818, 225-261-5989, jr.shelton@central-la.gov	
2016 Flooding, Tornados					
Brazoria County, TX 6/16/2016-8/26/2016	Removed & Disposed: C&D Monitored by Tetra Tech - ADMS	\$330,118	20,470	Steve Rosa , EM Coordinator, 111 E Locust St, Suite 102, Brazoria, TX 77515, 979-864-1801, steverosa@brazoria-county.com	
Texas General Land Office (GLO) 6/27/2016-7/8/2016	Removed & Disposed: vegetative debris on the beach area / Monitored by Tetra Tech - ADMS	\$397,252	6,394	Tony Williams , Planning Senior Director 512-463-5055 tony.williams@glo.texas.gov	Vania Ramaekers , Contract Specialist, 512-463-5047, Vania.ramaekers@glo.texas.gov
2016 Flooding, Tornados					
Montgomery County, TX 5/3/2016-5/27/2016 FEMA-4269 6/9/2016-7/20/2016 FEMA-4272	Removed & Disposed: (tornado debris & flooding debris) vegetation, C&D, white goods (80), ewaste (113) Monitored by Tetra Tech - ADMS	\$288,408 \$520,549	19,089 39,079	Randy McDaniel , EM Coordinator, 9472 Airport Rd, Conroe, TX 77303, 936-523-3910, Randy.McDaniel@mctx.org	
Waller County, TX 5/4/2016-5/25/2016 FEMA-4269 6/20/2016-7/19/2016 FEMA-4272	Removed & Disposed: C&D Monitored by Tetra Tech - ADMS	\$19,674 \$18,402	1,186 1,183	Brian Cantrell , EMC, 701 Calvit St, Hempstead, TX 77445, 979-826-8282, b.cantrell@wallercounty.us	Trey Duhon , County Judge, 836, Austin St, Ste 203, Hempstead, TX 77445, 979-826-7700, t.duhon@wallercounty.us
2016 LA Flooding					
Ouachita Parish, LA - FEMA-4263 3/30/2016-6/16/2016	Removed & Disposed: vegetation, C&D, white goods (18), e-waste (370), tires (105); Monitored by Volkert	\$397,774	32,161	Scotty Robinson , Parish President, 301 S Grand St #201, Monroe, LA 71201, 318-355-4260, srobinson@oppj.org	Daryl Dunbar , Volkert, PM,
St John the Baptist Parish, LA / 2/26/2016-3/6/2016	Provided Portable Showers / Event Restrooms for volunteer services that helped the citizens and Parish	\$7,574	Lump Sum	Travis Perrilloux , Asst Director Homeland Security & Emergency Preparedness, 1801 Airline Hwy W, LaPlace, LA 70068, 985-652-2222, travis.perrilloux@sibparish.com	
2016 TX Flooding					
Newton County, TX 4/7/2016-7/15/2016	Removed & Disposed: C&D, white goods (378) Monitored by Thompson Consulting	\$349,990	37,030	Olan Bean , Asst EM Director, 409-658-9241	
2016 Winter Storm					

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Essex County, VA (VPPSA) 3/10/2016-4/13/2016	Removed & Disposed: vegetation, C&D, stumps (44) Monitored by Arcadis / Rostan	\$138,739	16,359	Reese Peck, County Administrator, 804-445-5528, rpeck@essex-virginia.org Stephen Geissler, VPPSA Exec Director, 757-880-3535, sbgeissler@vppsa.org	Jordan Bryant, Arcadis Operations Manager, 813-385-7280, jbryant@rostan.com
2016 Tornado					
Rowlett, TX 2/15/2016-4/20/2016	Removed & Disposed: vegetation, C&D, white goods (140), e-waste (49); Monitored by True North	\$680,036	70,738	Jim Proce, Asst. City Manager, 4000 Main St, Rowlett, TX 75088, 972-715-6113, jproce@rowlett.com	Doug Amato, True North Project Manager, damato@truenorthem.com
2016 Other Projects					
Corpus Christi, TX 4/21/2016-5/25/2016	Assisting City Maintenance with brush removal and disposal	\$494,444	68,672	Gilbert Montoya, 361-816-8156, gilbertm@cctexas.com	
Glades County, FL 3/14/2016-3/23/2016	Burn existing pile of debris	\$23,362	11,300	Angela Snow, EM Director, 1097 Health Park Dr, Moore Haven, FL 33471, asnaw@myglades.com	Bob Jones, BJones@myglades.com
Newport News, VA 1/2016-12/2016	Removed trees from different locations in the City at various times	\$53,756	Lump Sum	Derrick Porter, Stormwater, 513 Oyster Point Rd, Newport News, VA 23602, dporter@nngov.com	
2015 Tornado					
Friendswood, TX 11/9/2015-11/16/2015	Removed & Disposed: vegetation, C&D Monitored by Tetra Tech	\$140,516	8,782	Terry Byrd, Fire Marshall / EM Coordinator, 1600 Whitaker Dr, Friendswood, TX 77546, 281-996-3335, tbyrd@ci.friendswood.tx.us	Oliver Yao, Tetra Tech, Deputy Director of Post Disaster Programs BDR Division, phone: (321) 441-8507, mobile: (407) 803-2522, Oliver.Yao@tetrattech.com
2015 Storms & Flooding					
South Carolina DOT 10/2015-11/2015	Removed & Disposed: C&D, white goods (278), e-waste (484 + 13,580 Lbs), HHW (28,000 Lbs) Counties: Lexington, Richland Monitored by Thompson	\$720,217	33,163	David Cook, SCDOT Maintenance Deputy Director, 955 Park St, Room 324, Columbia, SC 29201, 803-737-1268, cookdb@scdot.org	Danny Gardner, Thompson Program Manager, 1135 Townpark Ave, Suite 2101, Lake Mary, FL 32746, 407-792-0018, dgardner@thompsoncs.net
2015 Severe Storms / Flooding					
Limestone County, AL 9/2015	Removed & Disposed: Waterway debris	\$60,860	Lump Sum	Richard Sanders, Co Engineer, 256-233-6681, richard.sanders@limestonecounty-al.gov	
2015 Flooding					
Blanco County, TX 6/2015-7/2015	Removed & Disposed: vegetation, C&D	\$48,033	2,495	Brett Bray, Blanco County Judge, PO Box 387, Johnson City, TX 78636, 830-868-4266, cojudge@co.blanco.tx.us	
Republic Services, Corpus Christi, TX 7/2015	Removed & Disposed: C&D	\$24,392	3,285	Brian Cornelius, Republic Services, 4414 Agnes St, Corpus Christi, TX 78405, Cell 361-876-6006, bcornelius@republicservices.com	
2015 Ice Storm					
Raleigh, NC 3/25/2015-4/6/2015	Removed & Disposed: vegetation	\$208,740	29,820	Andrew Martin, Asst Dir of SW, 630 Beacon Lake Dr, Raleigh, NC 27610, 919-996-6868, Andrew.Martin@raleighnc.gov	

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City of Ormond Beach, FL

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2015 Other Projects				
Corpus Christi, TX 5/2015 & 7/2015	Removed & Disposed: vegetation	\$501,795	67,860	Gilbert Montoya , 361-816-8156, gilbertm@cctexas.com
Hitchcock, TX 2/9/2015-2/17/2015	Grinding existing debris piles and hauling out mulch to final disposal	\$20,441	4,867	Denise McDaniel , PW Street Superintendent, 8401 Schiro Rd, Hitchcock, TX 77563, 409-986-5591
Newport News, VA 4/2015-11/2015	Removed trees from different locations in the City at various times	\$44,929	Lump Sum	Derrick Porter , Stormwater, 513 Oyster Point Rd, Newport News, VA 23602, dporter@nngov.com
New Jersey Dept. of Environmental Protection 10/2015	Removed & Disposed: houses from navigation waterway displaced by nor'easter – non-asbestos C&D Managed an offloading site	\$219,289	760	Suzanne U. Dietrick , NJ DEP Site Remediation Program, Office of Dredging & Sediment, PO Box 420 Mail Code 401-06C, 401 East State St, Trenton, NJ 08625, p-609-292-8838 c-609-439-6673, Suzanne.Dietrick@dep.nj.gov
Orange Beach, AL 4/2015	Demolition of Coastal Arts Center & Asbestos & Abatement of Children Studio	\$24,760	Lump Sum	Tim Tucker , ttucker@cityoforangebeach.com
Orange Beach, AL 4/2015	Dead fish removal and disposal from coastal waters & beaches	\$22,538	Hourly	Tony Kennon , Mayor, 4099 Orange Beach Blvd, Orange Beach, AL 36561, 251-981-6810, tkennon@cityoforangebeach.com
Palm Cove HOA, FL 4/2015-5/2015	Excavation , cleaning and shaping drainage ditches for proper water flow; Removal of a tree; Construction of rip rap & rebar diverter controlling flooding	\$34,913	Lump Sum	Jeff Murphy , President of Palm Cove HOA, jkm@tampabay.rr.com
Pensacola, FL 5/2015-10/2015	Emergency Dredging of Bayou Texar in 16 different locations	\$650,850	Lump Sum	Carl Flowers , 850-435-1817, CFlowers@cityofpensacola.com
RBM Contracting Services, LLC 3/2015	Norman Riley Bridge approach repair at Blackwater River State Forest near Baker, FL	\$24,003	Hourly	Branch McClendon , RBM, 15249 Business Hwy 331, Freeport, FL 32439, 850-835-0217, branchmcclendon@gmail.com
The Nature Conservancy (TNC) Arlington Cove 4/2015-5/2015	Forestry mowing and pallet staging	\$25,762	Lump Sum	Judy Haner , Marine & Freshwater Programs Manager, 251-433-1150 ext 103, jhaner@TNC.org
2014 Severe Storms, Flooding & Tornadoes	11 Contracts Activated - 2 DMS Managed for Event	\$3,731,996 Total Event Cost	310,753 Total Event CY	
AL Dept. of Transportation 12/11/2014-12/17/2014	Removed & Disposed: Drift waterway debris in Styx River in Baldwin County, AL	\$79,250	834	Jason Shaw , Bridge Ops Engineer, SW Region, 1701 I-65 W Service Rd N, Mobile, AL 36618-1109, 251-470-8200, shawj@dot.state.al.us Brian Aaron , SW Region, 1701 I-65 W Service Rd N, Mobile, AL 36618-1109, 251-470-8200, aaronb@dot.state.al.us
AL DCNR Dept of Conservation & Natural Resources 9/8/2014-10/15/2014	Removed & Disposed: Waterway debris, vegetative, C&D in Baldwin County, AL	\$500,000	1,801	Terry Boyd , Chief of Engineering Section AL DCNR, 64 N Union St, Rm 479, Montgomery, AL 36104, 334-242-3836, Terry.Boyd@dcnr.alabama.gov Kirby McCrary , P.E., Disaster Ops Mgr, Volkert, Inc., 251-406-0166, kirby.mccrary@volkert.com
Baldwin County, AL 5/7/2014-5/17/2014	Removed & Disposed: vegetation	\$12,897	1,066	Terri Graham , Solid Waste, 22070 Hwy 59, Central Annex II 3rd & 4th floor, Robertsdale, AL 36567, 251-972-6878, TGraham@baldwincountyal.gov Charles Gruber , Chairman Baldwin Co Commission, 201 E Section St, Foley, AL 36535, 251-943-5061, cgruber@co.baldwin.al.us
Blount County, AL 5/2014-7/2014	ACCA Contract: Removed & Disposed: vegetation, leaners/hangers (954/512), stumps (86), waterway debris (7,285 CY); Reduced by grinding	\$1,401,613	139,628	Don Roybal , County EMA Dir, 220 Second Ave E, Ste 106, Oneonta, AL 35121, 205-625-4121, ema@co.blount.al.us

**RFP # 2021-17 for Debris Removal, Reduction and Recovery
City of Ormond Beach, FL**

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
DeKalb County, AL 5/2014-6/2014	ACCA Contract: Removed & Disposed: vegetation, leaners/hangers (60), stumps (16)	\$295,320	38,616	Bobby Ridgeway , EMA Officer, 111 Grand Ave SW Ste 21, Ft Payne, AL 35967, 256-845-8569, bridgeway@dekalbcountyga.us
Escambia County, FL 5/10/2014-5/16/2014	Removed & Disposed: C&D, Compacted C&D	\$51,654	5,972	Pat Johnson , SW Dir, 13009 Beaulah Rd, Cantonment, FL 32533, 850-937-2164, ptjohnso@co.escambia.fl.us Jack Brown , Co Administrator, 221 Palafox Pl, Ste 420, Pensacola, FL 32502, 850-595-4946, admin@myescambia.com
Limestone County, AL 5/8/2014-7/9/2014 9/8/2015-9/16/2015	ACCA Contract: Removed & Disposed: vegetation, leaners/hangers (874/128), stumps (54); Reduced by burning 2015 Waterway Contract for the removal of waterway debris from 7 sites; Funded in part by NRCS / EWP	\$1,245,103	122,542	Richard Sanders , Co Engineer, 310 W. Washington St, Athens, AL 35611, 256-233-6681, richard.sanders@limestonecounty-al.gov Sharon Wilson , Engineering Clerk, 310 W Washington St, Athens, AL 35611, 256-233-6681, sharon.wilson@limestonecounty-al.gov
Orange Beach, AL 5/8/2014-5/12/2014	Remove heavy seaweed from 7 miles of beach	\$13,071	Hourly	Tony Kennon , Mayor, 4099 Orange Beach Blvd, Orange Beach, AL 36561, 251-981-6810, tkennon@cityoforangebeach.com Ken Grimes , City Administrator
Perdido Beach, AL 5/19/2014-5/27/2014	Removed & Disposed: vegetation	\$3,742	294	Patsy Parker , Mayor, 9212 CR 97, Perdido Beach, AL 36530, 251-962-2200, mayor@townofperdidobeach.org Lynn Thompson , Town Clerk, 9212 CR 97, Perdido Beach, AL 36530, 251-962-2200, clerk@townofperdidobeach.org
Walton County, FL 5/1/2014-5/21/2014	Provided & Operated: Pumps to remove excess storm water	\$129,346	Hourly	Wilmer Stafford , PW Dir, 117 Montgomery Cir, DeFuniak Springs, FL 32433, 850-892-8108, stwilmer@co.walton.fl.us Tommy Hinote , PW Engineer, 97 Montgomery Cir, DeFuniak Springs, FL 32435, 850-892-8108, hintommy@co.walton.fl.us
2014 Ice Storm Ulysses				
Greensboro, NC 3/18/2014-5/13/2014	Removed & Disposed: vegetation	\$775,739	81,060	Dale Wyrick, P.E. , Dir Field Ops, 401 Patton Ave, Greensboro, NC 27406, 336-373-2783, Dale.Wyrick@greensboro-nc.gov Chris Marriott , Deputy Dir Field Ops, PO Box 3136 Greensboro, NC 27402, 336-373-7612, chris.marriott@greensboro-nc.gov
2014 Ice Storm Pax	2 Contracts Activated - 3 DMS Managed for Event	\$5,358,824 Total Event Cost	277,501 Total Event CY	
Berkeley County Water & Sanitation, SC 2/2014-5/2014	Removed & Disposed: vegetation, leaners & hangers (19,102 trees); Reduced by grinding	\$3,381,880	179,382	Mark Schlievert , SW Dir, 212 Oakley Plantation Dr, Moncks Corner, SC 29461, 843-719-2380, mschlievert@bcwsa.com Michael Healy, PE , Atkins Sr Engineer III, EM, 4030 W Boy Scout Blvd, Ste 700, Tampa, FL 33607, C: 813-267-7058, mike.healy@atkinsglobal.com
Dorchester County, SC 2/2014-5/2014	Removed & Disposed: vegetation, leaners & hangers (389/10,952); Reduced by grinding	\$1,976,944	98,119	Mario Formisano , EM Dir, 212 Deming Way Ste 3, Summerville, SC 29843, 843-832-0341, mformisano@dorchestercounty.net Matthew Halter (now Mike Golston - Interim), PW Dir, 2120 E Main St, Dorchester, SC 29437, 943-832-0070, mgoldston@dorchestercounty.net
2014 Other Projects				
Corpus Christi, TX 7/1/2014-7/11/2014	Removed & Disposed: vegetation, C&D	\$46,709	6,487	Lawrence Mikolajczyk , SW Dir, 2525 Hygeia, Corpus Christi, TX 78415, 361-857-1972, lawrencem@cctexas.com Billy Delgado , EM Coordinator, 2406 Leopard St, Corpus Christi, TX 78408, 361-826-1106, billyd@cctexas.com
Exelon Generation Co. Subcontractor to Matrix New World 3/10/2014-4/10/2014	Hydrographic surveying & data processing for Oyster Creek Nuclear Power Plant in Lacey Township, Ocean Co, NJ	\$30,000	Lump Sum	Andy Raichle , Matrix New World, 26 Columbia Turnpike, Florham Park, NJ 07932, araichle@matrixnewworld.com

RFP # 2021-17 for Debris Removal, Reduction and Recovery
City of Ormond Beach, FL

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Hitchcock, TX	Grinding existing debris piles and hauling out mulch to final disposal	\$4,200	1,000	Denise McDaniel , PW Street Superintendent, 8401 Schiro Rd, Hitchcock, TX 77563, 409-986-5591
LaMarque, TX 8/2014	Demolition & removal of demo debris for specific homes	\$7,150	Per House	Anna Tims , Director of Building Inspection, 1111 Bayou Rd, La Marque, TX 77568, 409-938-9200, a.tims@cityoflamarque.org
Newport News, VA 1/2014-12/2014	Removed trees from different locations in the City at various times	\$86,101	Lump Sum	Derrick Porter , Stormwater, 513 Oyster Point Rd, Newport News, VA 23602, dporter@nngov.com

****There have been no projects terminated or dismissed during the past five years.**

3. References of Similar Magnitude (over 500,000 CYs)

1. Client: **Baldwin County, AL** Population: 212,628
Address: 22070 Hwy 59, Central Annex II 3rd & 4th floor, Robertsdale, AL 36567
Contact: Terri Graham, Solid Waste, 251-972-6878, TGraham@baldwincountyal.gov
Joey Nunnally, Pre-Construction Manager, Public Works, 251-972-8557, jnunnally@baldwincountyal.gov

Project Title: **2020 Hurricane Sally (09/2020)**

- Removed & Disposed: vegetation

2014 Severe Storms, Flooding & Tornados (5/2014)

- Removed & Disposed: vegetation

2010 BP Oil Spill (5/2010-7/2010)

- Implemented proactive measures to contain oil spill by providing & installing containment & absorbent boom along the Coastal Waters of Baldwin County

2005 Hurricane Katrina (9/2005-3/2006)

- Removed & Disposed: vegetation, C&D, concrete, reduced by grinding

2005 Hurricane Dennis (7/2005-8/2005)

- Removed & Disposed: vegetation, C&D, concrete, reduced by grinding

2004 Hurricane Ivan (9/2004-4/2005)

- Removed & Disposed: vegetation, concrete, stumps
- Reduced by burning

Contract Value:

CY Recovered & Reduced:

Sally	\$57,950,182+	5,256,829+
Severe Storms	\$12,897	1,066
BP Oil	\$4,280,107	Lump Sum
Katrina	\$3,748,310	309,998
Dennis	\$564,552	44,563
Ivan	\$33,164,762	1,967,622

2. Client: **Calcasieu Parish, LA** Population: 202,445

Address: 1015 Pithon St, 4th Floor, Lake Charles, LA 70602

Contact: Alan Wainwright, Public Works Operations Manager, 337-721-3700, awainwright@calcasieuparish.gov

Project Title: **2020 Hurricane Laura (08/2020-Ongoing)**

- Removed & Disposed: vegetation, C&D, Mulch, Hangers, Leaners, Stumps, White Goods, Refrigerator Contents
- Reduced by Grinding, Burning & Compacting
- 12 Sites

2008 Hurricane Ike (9/2008-10/2008)

- Removed & Disposed: vegetation, C&D

2005 Hurricane Rita – Subcontractor for Ceres (USACE) (9/2005-8/2006)

- Removed & Disposed: vegetation, C&D, ash, mulch, white goods (44,432), e-goods (2,484), leaners (9,698) /hangers (26,741), stumps (5,333), small engines (110)
- Reduced by burning & grinding (14 disposal sites)
- Special Projects: Surveyed houses for asbestos demo & proper disposal of asbestos

Contract Value:

CY Recovered & Reduced:

Laura	\$114,536,724+	6,506,597+
Ike	\$78,350	7,891
Rita	\$81,506,090	9,463,080

RFP # 2021-17 for Debris Removal, Reduction and Recovery City of Ormond Beach, FL

3. **Client:** **City of Lake Charles, LA** **Calcasieu Parish / Population: 77,117**
Address: 4331 E. Broad St, Lake Charles, LA 70615 / 326 Pujo Street, 10th Floor Lake Charles, LA 70601
Contact: **John Cardone, Jr.** City Administrator Ofc: 337-491-1381 Cell: 337-794-1513 jcardone@cityoflc.us
Karen Harrell, Director of Finance, 337-491-1251, kharrell@cityoflc.us
Project Title: **2020 Hurricane Laura (08/2020-Ongoing)**
 - Removed & Disposed: vegetation, C&D, Mulch, Hangers, Leaners, Stumps & White Goods
 - Reduced by Grinding & Compacting
 - 5 Sites**2008 Hurricane Ike (9/2008-10/2008)**
 - Removed & Disposed: vegetation, C&D**Contract Value:** **CY Recovered & Reduced:**
- | | | |
|--------------|----------------------|-------------------|
| Laura | \$68,390,542+ | 4,738,616+ |
| Ike | \$150,000 | 15,636 |
4. **Client:** **City of Sulphur, LA** **Population: 20,278 / Calcasieu Parish**
Address: 101 N Huntington St, Sulphur, LA 70663
Contact: **Stacy Dowden**, Director of Public Works Ofc: 337-527-4500 Cell: 337-764-8044 sdowden@sulphur.org
Mayor LeLeux, (now Christopher Duncan), 337-527-4500, mayorsoffice@sulphur.org
Project Title: **2020 Hurricane Laura (08/2020-Ongoing)**
 - Removed & Disposed: vegetation, C&D, Mulch, Hangers, Leaners, Stumps & White Goods
 - Reduced by Grinding & Compacting**2008 Hurricane Ike (11/2008)**
 - Removed & Disposed: C&D debris direct to final disposal**Contract Value:** **CY Recovered & Reduced:**
- | | | |
|--------------|----------------------|-------------------|
| Laura | \$12,953,895+ | 1,032,959+ |
| Ike | \$6,082 | 640 |
5. **Client:** **City of Panama City, FL** **POP: 36,986 / Bay County**
Address: 9 Harrison Ave, Panama City, FL 32402
Contact: **Shane Daugherty** Solid Waste Superintendent, 850-872-3172 Ofc. 850-814-5396 cell, sdaugherty@pcgov.org
Project Title: **2018 Hurricane Michael (10/2018-09/15/2020)**
 - PUSH Operations
 - Removed & Disposed: vegetation, C&D, C&D Compaction, L&H, Stumps
 - Special Projects – Waterway, Drainage Ditches, Cemeteries, Parks
 - Provided satellite phones
 - Reduction by Grinding**2004 Hurricane Ivan (9/2004-10/2004)**
 - Removed & Disposed: vegetation, C&D, Stumps (12)
 - Reduced by burning
 - Provided generators**1995 Hurricane Opal**
 - Removed & Disposed: vegetation, C&D
 - Reduced by grinding**Contract Value:** **CY Recovered & Reduced:**
- | | | |
|----------------|---------------------|------------------|
| Michael | \$81,636,958 | 9,830,340 |
| Ivan | \$264,161 | 22,165 |
| Opal | \$2,000,000 | 300,000 |

RFP # 2021-17 for Debris Removal, Reduction and Recovery City of Ormond Beach, FL

6. Client: **Aransas County, TX** POP: 25,721
Address: 301 N. Live Oak Street, Rockport, TX 78382
Contact: **Valerie Gonzalez**, Dir. Environmental Health Ofc: 361-790-0121 Cell: 956-330-6322
vgonzalez@aransascounty.org
Rick McLester, Emergency Management Coordinator, 361-790-0100, mclester@aransascounty.org
2017 Hurricane Harvey (9/5/2017 – 06/05/2018)
 - Removed & disposed of vegetation, C&D, C&D compacted, mulch, leaners/hangers (14,938 trees), white goods (6,039) and HHW (22,760 lbs)
 - Reduction by grinding (3 - sites)

Contract Value:	CY Recovered & Reduced:
Harvey \$33,521,254	3,242,505

7. Client: **City of Parker, FL** POP: 4,580
Address: 1001 West Park Street Parker, FL 32404
Contact: **Ashley Rizzo**, Human Resources, Benefits & Safety Administrator, 850-871-4104, arizzo@cityofparker.com
(Retired - **Nancy Rockwell**, City Clerk, 850-960-1908, Cell: 850-528-9032, narockwell@cityofparker.com)
Tony Summerlin, Public Works Supervisor 850-871-5599 Cell: 850-960-6348
tsummerlin@cityofparker.com
Project Title: **2018 Hurricane Michael (10/23/18-05/10/19)**
 - Removed & Disposed: vegetation, C&D compaction.
 - Reduction by grinding
 - Leaners / Hangers
 - Stumps

Contract Value:	CY Recovered & Reduced:
Michael \$7,866,065	1,332,052

8. Client: **City of Fairhope** Population: 22,085 / Baldwin County
Address: 161 N. Section Street, Fairhope, AL 36532
Contact: **John Saraceno**, EMA Accountant, Ofc: 251-929-7415, Cell: 251-331-1103, John.Saraceno@fairhopeal.gov
Project Title: **2020 Hurricane Sally (09/2020-01/04/2021)**
 - Removed & Disposed: vegetation, C&D, Mulch, Hangers, Leaners & Stumps
 - Reduced by Grinding

Contract Value:	CY Recovered & Reduced:
Sally \$8,703,289	742,841

2018 Hurricane Michael – CAT 5 - Panama City, FL

Time Period:

10/13/2018-07/20/2020

Amount Invoiced To Date: \$ 81,651,244**Funding Source:** FEMA **Number of DMS Managed:** 5**Volume Removed:** 5,830,315**Client Contact Information:**

Shane Daugherty Environmental Services Manager;
731 Messalina Dr, Panama City, FL 32401
850-872-3172
sdaugherty@pcgov.org

**CrowderGulf Key Personnel:**

Don Madio - Regional Manager
Nick Pratt - Director of Operations
Matt Lucas- Senior Project Manager

On October 10, 2018 Hurricane Michael made landfall just a few miles away from Panama City as a **Category 5** Hurricane, the strongest storm to ever impact the region.

Initial Challenges:**A Historic "PUSH"**

The unprecedented magnitude of Hurricane Michael affected the entire region, but the City of Panama City was certainly one of the most devastated. All roads within the city had to be cleared of debris following the storm to allow first responders to access residents who were trapped in their homes. CrowderGulf "PUSH" crews were on the ground clearing streets within 12 hours of the storm passing. CrowderGulf had to scale up its normal push operations to accommodate for such a tremendous task, and our dedicated Team of managers proved invaluable in mobilizing over 3,000 personnel and pieces of equipment to clear roads. All of this was accomplished without the aid of many modern technologies such as cell phones and high speed internet, due to the fact that nearly all wireless communication towers were down for over 2 weeks. With the dedication and hard work of our Team as well as the City of Panama City, all roads were cleared by October 20, 2018.

A "City within a City"

The devastation of Hurricane Michael spread far beyond Panama City, making the task of finding living arrangements for personnel a major issue. Power was out in most areas for over 2 weeks following the storm, and traffic lights were out for even longer. In order to increase efficiency, CrowderGulf coordinated with local contacts to secure a 7 acre parcel and began constructing an "off the grid" living space for over 80 personnel and storage for a vast amount of equipment. CrowderGulf moved in generators to power the entire site until local power was restored. The area housed a complete mobile repair shop capable of handling any repair needed to vital equipment, restrooms, a kitchen, and mobile office trailers for data management.



Debris Management

On October 15, Right of Way (ROW) pickup began with our team of self-loading grapple trucks. CrowderGulf permitted and constructed 5 Debris Management sites within the City to allow for our crews to remove debris from the right of ways as quickly as possible. 2 citizen drop off sites were also opened. To date, over **5,754,852 cubic yards** of debris has been removed from the right of ways. Over 8,000 hazardous trees also had to be cut and removed. Panama City has over 58 miles of storm water drainage and creeks, all of which became inaccessible and blocked due to Hurricane Michael. In order to mitigate the risk of flooding and restore access, CrowderGulf used innovative techniques and equipment to remove nearly 200,000 cubic yards of debris from these vital drainages.



2018 Hurricane Michael – City of Parker, FL

Time Period:

10/26/2018 – 05/03/2019

Amount Invoiced To Date: \$ 7,865,326**Funding Source:** FEMA**Number of DMS Managed:** 1**Volume Removed – 783,286 cubic yards****City of Parker Contact Information:****Richard Musgrave, Mayor;**

1001 West Park St, Parker, FL 32404

(850) 871-4104

rmusgrave@cityofparker.com

City of Parker

A COMMUNITY OF FRIENDLY NEIGHBORS

CrowderGulf Key Personnel:

Don Madio- Regional Manager

Nick Pratt- Operations Director

Drew Sprinkle- Project Manager

Hurricane Michael made landfall just a few miles away from the City of Parker on October 10 as a **Category 5 Hurricane**. It is the first Category 5 storm on record to hit the Florida Panhandle, and the 4th strongest hurricane to ever impact the contiguous United States. Tropical storm-force-winds extended more than 320 miles from the center, devastating the entire region. The City of Parker suffered extensive damage to buildings, and nearly 95% of the city's dense vegetation was damaged or destroyed.

CrowderGulf holds a pre-event contract with the City of Parker, allowing for our personnel to be on the ground doing damage assessment within 2 hours of the storms passing. After assisting the City with "Push" operations, helping to clear streets and vital infrastructure, CrowderGulf began right-of-way (ROW) debris removal operations using over 20 self-loader grapple trucks. From October 24th, thru April 24, 2019, CrowderGulf removed, processed, reduced and disposed of over **535,114 cubic yards** of vegetative and construction/demolition debris, using only one Debris Management Site located within the City of Parker. Tub and horizontal grinders were used to reduce vegetative debris to mulch, while C&D was reduced by compaction. Final disposal of mulch generated from the vegetative debris was taken to a local paper mill, while C&D debris was hauled to 2 local landfills.



CrowderGulf removed hazardous trees to restore safe passage to streets, as well as implemented the use of specialized equipment to clear the City's numerous sewer easements that were left inaccessible due to downed trees.

CrowderGulf Debris Management Site located at the City of Parker Sports Complex

2020 Hurricane Sally – City of Gulf Shores, AL

Time Period: 09/16/2020 – 02/09/2020

Amount Invoiced: \$9,741,393

Volume Removed To Date: 580,181 Cubic Yards

Funding Source: FEMA

Number of DMS Managed: 1



City of Gulf Shores Contact Information:

Mark Acreman; City Engineer

1905 West First St Gulf Shores, AL 36542

(251) 968-1155

macreman@gulfshoresal.gov

CrowderGulf Key Personnel:

Nick Pratt- Director of Operations

Drew Sprinkle- Project Manager

The City of Gulf Shores, AL experienced a direct hit from Hurricane Sally when the strong category 2 hurricane made landfall on September 16, 2020. Sally's wind speed was not the only damaging factor, the storm was moving at an excruciatingly slow pace of 2mph at landfall, exacerbating the effects of the storm. Over 20 inches of rain also led to widespread flooding across southern Alabama and into Florida.

CrowderGulf crews were on the ground within hours of severe weather warnings being lifted, and began the crucial task of clearing roadways of fallen trees and other debris. Prior to hurricane Sally, the City of Gulf Shores did not have a contract in place with a monitoring company. CrowderGulf management performed an onsite training for City of Gulf Shores employees in order to properly train them in FEMA documentation procedures for ROW debris collection. This allowed for the debris removal process to begin while the City solicited a debris monitoring company. Once a debris monitoring company was in place, the CrowderGulf team was able to ensure a smooth transition and scaled up operations significantly in order to facilitate a speedy recovery for the City. At peak operations, the CrowderGulf team was using 15 self-loader trucks for ROW collection, bringing in close to 17,000 CYs per day. Vegetative debris was ground at the DMS into mulch, and C&D debris was mechanically compacted. CrowderGulf crews also utilized specialized equipment to clear over 40,000 linear feet of drainages and creeks that had been clogged with storm debris. In total, **580,181 cubic yards of debris** were removed, hauled and disposed of.



Efficient flow of truck traffic in and out of a DMS is vital to being able to remove debris from a City quickly. The Gulf Shores DMS pictured here handled both C&D and vegetative debris.

2020 Hurricane Laura – City of Westlake, LA

Time Period: 09/03/20 – 03/13/21

Volume Removed: 315,301 Cubic Yards

Amount Invoiced: \$5,715,701

Funding Source: FEMA

Number of DMS Managed: 1



CrowderGulf Key Personnel:

Brian Smallwood- Gulf Coast RM

Clayton Young- Texas RM/PM

City of Westlake Contact Information:

Bob Hardy, Mayor

1001 Mulberry St

Westlake, LA 70669

337-433-0691/ cell: 337-532-2757

mayor@cityofwestlake.com

On August 27, 2020 Hurricane Laura made a devastating landfall near Cameron, Louisiana at 1 a.m. as an incredibly powerful Category 4 with 150mph winds. This was the areas first Cat 4 storm to make landfall on record and was responsible for 6 deaths across its path of destruction in Louisiana. The City of Westlake, LA took a crushing impact, with widespread destruction from Laura's devastating winds. Trees were mangled, roofs were ripped off, buildings were destroyed, power poles and their lines were snapped and twisted through the streets. An industrial plant that makes chlorine-based products nearby was on fire, the hazardous smoke throughout the area was heavy and dangerous to breath. Those unlucky enough not to have gotten out were left to grapple with the reality of what had happened.



26 Aug 2020 23:01Z NOAA/NESDIS/STAR GOES-East ABI GEOCOLOR



On the ground hours after the storm made landfall, CrowderGulf's team was quick to action beginning initial PUSH operations to get the streets clear of debris for emergency personnel and residents. Once the PUSH was complete, focus was then turned toward debris recovery and disposal. On September 3, 2020 Right of Way (ROW) pickup began with a crew of self-loading grapple trucks. One debris management site (DMS) was setup nearby to help expedite debris recovery and ensure it was cleared in the fastest way possible. In addition to the grapple trucks, bucket truck crews were deployed to remove hazardous trees and limbs along with a team to locate and remove white goods and electronic waste streams. At the DMS massive tub grinders, large capacity haul out trucks and site management equipment were brought in to reduce, consolidate and haul the resulting waste to final disposal at area landfills.

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After several months of working closely with Mayor Bob Hardy and his city staff, CrowderGulf's dedicated management team saw a City torn apart by nature's unrelenting force begin to come back to life and rebuild from what was one of the worst natural disasters it had ever seen. A total of 314,301 cubic yards of storm debris was collected from the city ROW. To break down the numbers based on waste streams, we saw 109,823 Yds of C&D and another 205,022 Yds of vegetative debris, along with hundreds of hazardous trees and limbs, white goods and electronic waste collected and disposed of from the streets of Westlake. It will take many years for the city and its residents to fully recover from such great damage, but with the efforts and

dedication from groups like CrowderGulf and countless others that came to the City's aid they will have a much better base to begin the long road back to normal.

2020 Hurricane Zeta- Biloxi, MS

Time Period: 11/05/20- 01/24/21

Volume Removed: 298,389 Cubic Yards

Funding Source: FEMA

Number of DMS Managed: 1

CrowderGulf Key Personnel: Clayton Young- RM/PM

City of Biloxi Contact Information:

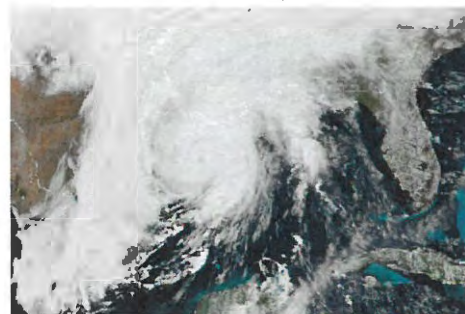
Mike Leonard, Chief Admin Officer

P.O. Box 429

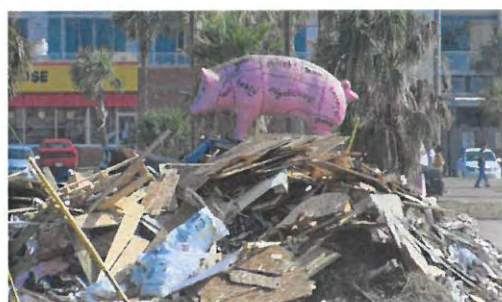
Biloxi, MS 39533

228-435-6254/ fax: 228-435-6129

mleonard@biloxi.ms.us



On October 28, 2020 Hurricane Zeta became a record-tying sixth hurricane to make landfall in the United States. First hitting near Cocodrie, Louisiana as a Category 2 storm with 110 mph winds. It was the 27th named storm and the 11th hurricane of the historically active 2020 Atlantic hurricane season. Though it did not bring significant rainfall to the Gulf Coast region it did pack a punch with its strong winds and storm surge. In the City of Biloxi, Zeta's surge flooded coastal businesses such as the casinos and nearby restaurants and it's winds did tremendous damage to the beautiful old growth Live Oaks that the city is known for along its coastal areas and around the city. Along with the tree damage there was also severe roof and structure damage caused by Zeta's high winds, which left many residents and businesses in a difficult situation as they began a difficult road to recovery.



As always CrowderGulf's team was quick to respond and had our group of management professionals on the ground beginning initial damage assessments shortly after the storm had passed. Recognizing the wide-spread nature of the impact over the city's 42 square miles of landmass, 13 self-loading grapple trucks were deployed to the area to efficiently cover all 7 City Wards. On November 5, 2020 right of way (ROW) pickup began and continued seven days a week through January 23, 2021. The debris, which largely consisted of vegetation from the damaged tree limbs and some C&D was collected from the ROW as residents began to clean-up their properties. One debris management site (DMS) was setup on the southern peninsula of the

City to help expedite our debris recovery and ensure it was cleared in the fastest way possible. There, only vegetative debris was brought in and processed while any C&D was hauled directly to a nearby landfill. At the DMS a horizontal grinder, large capacity haul out trucks and site management equipment were brought in to reduce, consolidate and haul the resulting waste to final disposal at the Coastal Recyclers Landfill.

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City of Ormond Beach, FL**

Working very closely on a daily basis with Biloxi's Emergency Management personnel, CrowderGulf's dedicated management team was able to identify areas impacted by the storm, allocate resources efficiently and see that all resulting storm debris was recovered, cleared, reduced and properly disposed of in a timely manner. A total of 298,389 cubic yards of storm debris was collected from the city ROW from all of the City's seven Wards. Such efforts would not be possible if it wasn't for these close working relationships between the City staff, CG management, and our highly professional sub-contractors. The aftermath of a powerful hurricane is always a highly stressful and difficult experience for those most impacted, but CrowderGulf's proven expertise and commitment set us apart and clear the way for a faster recovery for our client's and their constituents.



4. Financial Capability

Financial strength is one of the most important aspects for the City of Ormond 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 and we have met all financial obligations without interruption. Over the years, CrowderGulf has paid out millions of dollars before receiving any payments. CrowderGulf's long time commitment to pay subcontractors weekly has allowed us to attract the most experienced and well-equipped subcontractors in the nation.

Our Team has had extensive experience working disasters and is personally aware that many municipalities are not financially prepared to handle the cost of a major recovery effort. We understand that it takes time to work through the bureaucracy and obtain funding. Consequently, CrowderGulf's position has always been one of patience with our clients as they endeavor to meet our invoices. Some clients have been more financially capable than others, but we have never had a situation in which we were unable to amicably resolve any payment issues.

AGGREGATE BONDING CAPACITY \$ 500,000,000
SINGLE BONDING CAPACITY \$ 250,000,000
OTHER AVAILABLE FUNDING \$ 150,000,000

Bonding

Sterling Seacrest Partners
Mr. Jim Congelio
3111 W. Dr. Martin Luther King Jr Blvd., Suite 350
Tampa, FL 33637
813-489-1183

Insurance

Pathway Insurance Group
Mr. Robbie Farmer
753 Nicholas Avenue
Fairhope, AL 36532
251-279-6373

See "Bank and Bonding Reference Letters" attached.

Audited Financial Statements can be provided upon request per the RFP Requirements.

Insurance

CrowderGulf maintains **all required insurances** such as General Liability, Personal Injury, Workers Compensation, Automobile/Equipment Liability, as well as Maritime Insurance. Gray Insurance Company of Metairie, Louisiana provides this insurance coverage. See *Insurance Certification Sample* attached.

Equal Opportunity Employer

CrowderGulf is an **Equal Opportunity Employer**. It is our policy to provide an employment and work process free of any unlawful discrimination. We will promote the value of a diverse work force, which fosters fair treatment of all individuals based on knowledge, skill, ability and performance.

Drug Free Work Place

CrowderGulf is a participant in the **National Drug Free Work Place Program**. Our policy prohibits drug distribution, possession or use while in the employment of CrowderGulf. This policy applies to all subcontractors and/or consultants that support or assist in any work conducted. Employee training, counseling and/or employee assistance programs bolster the drug free policy.

Code of Business Ethics

In mid-year of 2000, CrowderGulf adopted a written **Code of Business Ethics** that applies to all employees with special responsibilities on Foremen, Supervisors and Managers. The ethics program is in four parts: 1) The Ethic Logic; 2) Ethical Standards; 3) Ethics Policy; and 4) Ethics Training. The policy and standards are equally weighted on employees, contractors, subcontractors and consultants. *Our ethics plan is available upon request.*

Criminal Convictions

CrowderGulf has never had any Criminal Convictions against CrowderGulf, company owners or officers.

Penalties

CrowderGulf has never been terminated or debarred from a Contract.

Conflict of Interest

CrowderGulf nor its ownership, officers, management or staff have a conflict of interest to disclose with the City at this time.



January 8, 2021

RE: Bank Reference for Crowder Gulf, LLC and Crowder Gulf Joint Venture, Inc.

Please consider this letter as verification that Crowder Gulf, LLC and its wholly owned entity, Crowder Gulf Joint Venture, Inc., are one of Regions Bank's valued customers. Regions is privileged to have serviced the operating accounts of the companies since 1987, with all accounts handled in an exemplary manner.

The company currently maintains balances in the mid seven figures and a line of credit in the amount of \$75,000,000.00 and we are currently working to increase it to \$150,000,000.00

If you have any questions, please contact me at 251-690-1087.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Esfeller", written over a horizontal line.

Christopher Esfeller
Senior Vice President
Commercial Banking
christopher.esfeller@regions.com

11 N Water Street, Mobile, Alabama 36602



January 8, 2021

RE: CrowderGulf Joint Venture, Inc.
Status of Bondability

To Whom It May Concern:

Sterling Seacrest Partners is proud to represent CrowderGulf Joint Venture, Inc. We consider them to be a premier contractor in their field and we do not hesitate to recommend them for 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 \$500,000,000. These limits are not to be construed as maximums but are established to handle the daily needs of our client.

As always, Travelers Casualty and Surety Company of America reserves the right to perform standard underwriting at the time of any bond request. This includes, but will not be limited to, the acceptability of the contract documents, bond forms and project financing. We assume no liability for any reason if we do not execute the bonds as requested. This letter is not an assumption of liability, nor should it be considered a bid, payment, or performance bond. If you should have any questions, please do not hesitate to contact us.

Sincerely,

Sterling Seacrest Partners

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

James C. Congelio

No. 54 REVISED

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
6/29/2020**PRODUCER**

Pathway Insurance Group, LLC
753 Nichols Avenue
Fairhope, AL 36532

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE**COMPANY**

A

THE GRAY INSURANCE COMPANY

COMPANY

B

COMPANY

C

COMPANY

D

INSURED

CrowderGulf Joint Venture, Inc.
5629 Commerce Blvd. E
Theodore, AL 36582-1675

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	XSGL-074436	8/1/2019	7/1/2022	GENERAL AGGREGATE	Unlimited
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS – COMP/OP AGG	\$3,000,000.00
	☐ OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY	\$1,000,000.00
					EACH OCCURRENCE	\$1,000,000.00
					FIRE DAMAGE (Any one fire)	\$100,000.00
A	AUTOMOBILE LIABILITY	XSAL-075438	8/1/2019	7/1/2022	MED EXP (Any one person)	\$5,000.00
	☒ ANY AUTO				COMBINED SINGLE LIMIT	\$1,000,000.00
	☒ ALL OWNED AUTOS				BODILY INJURY (Per person)	
	☒ SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	☒ HIRED AUTOS				PROPERTY DAMAGE	
	GARAGE LIABILITY					
	☐ ANY AUTO				AUTO ONLY – EA ACCIDENT	
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT	
					AGGREGATE	
A	EXCESS LIABILITY	GXS-043602	7/1/2020	7/1/2021	EACH OCCURRENCE	\$4,000,000.00
	☒ UMBRELLA FORM				AGGREGATE	\$4,000,000.00
	☐ OTHER THAN UMBRELLA FORM					
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	GWC-071166-FL2	7/1/2020	7/1/2021	☒ WC STATUTORY LIMITS	☐ OTH ER
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE ☒ INCL ☐ EXCL				EL EACH ACCIDENT	\$1,000,000.00
					EL DISEASE – POLICY LIMIT	\$1,000,000.00
					EL DISEASE – EA EMPLOYEE	\$1,000,000.00
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

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

CERTIFICATE HOLDER

2523#54

City of Ormond Beach
22 South Beach Street
Ormond, FL 32174

CANCELLATION

In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.

AUTHORIZED REPRESENTATIVE


GCF 00 50 01 01 12

THE GRAY INSURANCE COMPANY

CERTIFICATE OF INSURANCE**Page 2****THE GRAY INSURANCE COMPANY**

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.



RE: Crowder Gulf LLC & Crowder Gulf Joint Ventures Inc.

To Whom It May Concern:

Pathway Insurance Group handles all insurance for Crowder Gulf. The current coverages and limits carried by Crowder Gulf are some of the highest in their industry and have been vetted by risk managers, municipalities, and other organizations throughout the country. We believe these limits are reasonable considering the scope of work performed by Crowder Gulf. The insured also does an excellent job with its subcontractor program and vetting subcontracts and insurance limits maintained by their subcontractors. We are also in constant communication with the leadership at Crowder Gulf regarding the state of the insurance marketplace and their activations.

However, in the event of an activation that warrants higher limit requirements, additional limits are readily available to Crowder Gulf in the marketplace within 24-48 hours from our current insurance carriers as well as others in the market.

I have attached a sample of their current limits of coverage for your convenience. Please feel free to reach out to me regarding any questions related to the insurance for Crowder Gulf.

Sincerely,

A handwritten signature in black ink, appearing to read "Robby Farmer", is written over a horizontal line.

Robby Farmer

Vice President

Pathway Insurance Group LLC

753 Nichols Avenue | Fairhope, AL 36532 | www.pathwayinsgroup.com

Office: 251-279 6373

CrowderGulf

Disaster Recovery and Debris Management

5629 Commerce Blvd. East
Mobile, AL 36619

Office: (800) 992-6207
Fax: (251) 451-7433

EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PROGRAM

This company is an equal employment opportunity employer. It is the policy of this company to assure that applicants are employed, and that applicants are treated during employment, without regard to their race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law. Such action shall include: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job-training.

1. Publication and dissemination of this company's written policy of equal employment opportunity.
 - A. Each employee is informed that we are an equal opportunity employer and where our policy is posted.
 - B. Our policy is reviewed annually, or more frequently if required by contract, with all supervisory personnel.
2. Appointment of Equal Employment Officer charged with the responsibility of securing compliance and advising corporate Officials of progress.
 Equal Employment Officer: Mary G. White
 Office #: 251-478-6848
 Email: hr@crowdergulf.com
3. Notification of all recruitment sources that the company, as an equal opportunity employer, solicits referral of qualified applicants without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.
4. The upgrading and promotion of employees shall be made based on qualifications and ability without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.
5. We request from all employees, especially minorities and females, that they refer any qualified friends or relatives to us for employment.
6. All company facilities and activities shall be non-segregated.
7. All Advertisements for employment shall contain the statement, "We are an Equal Opportunity Employer".
8. We continuously monitor, control, evaluate, and obtain feedback in regard to the application of our Equal Employment Opportunity policy at all levels.
9. All personnel activities shall be monitored to ensure that this Equal Employment Opportunity policy is being carried out.
10. CrowderGulf complies with all federal and state laws and regulations regarding Equal Employment Opportunity.
11. In succession to the previous EEO Officer, effective Mary G. White was appointed EEO Officer for the company effective 8/15/2011. Any person who believes he or she has been discriminated against should direct their complaint to Mary G. White.

Ashley Ramsay-Naile
President

**City of Ormond Beach
Request for Proposals (RFP)
Debris Removal, Reduction and Recovery for City of Ormond Beach
(RFP No. 2021-17)**

**CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION**

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in 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 violation.
- 3) Give each employee that engages 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) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

CrowderGulf Joint Venture, Inc.

Company Name

Authorized Signature

Ashley Ramsay-Naile

Print Name

President

Title

**City of Ormond Beach
Request for Proposals (RFP)
Debris Removal, Reduction and Recovery for City of Ormond Beach
(RFP No. 2021-17)**

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- ☐ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☒ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

CrowderGulf Joint Venture, Inc.

COMPANY NAME

Ashley Ramsay-Naile

AUTHORIZED SIGNATURE

Ashley Ramsay-Naile

NAME (PRINT OR TYPE)

President

TITLE

6/17/2021

DATE



Litigation Summary

CrowderGulf strives to maintain the utmost integrity and reputation in this industry. We have been very successful over the many years we have been in business but as any company can attest, being in business does allow a certain amount of exposure.

Palmisano, et al. v. CrowderGulf, LLC, et al.: CrowderGulf is currently defending a lawsuit filed by certain individuals who performed for subcontractors of CrowderGulf work during a waterway debris removal project following Hurricane Sandy in the central region of New Jersey. The individual plaintiffs have taken the position that CrowderGulf violated prevailing wage laws by not paying a prevailing wage for the work performed. However, the project was bid under emergency procurement procedures, and CrowderGulf's client represented that it was not a prevailing wage job. CrowderGulf expects to have no liability, or to be fully indemnified by its client if any liability is determined to exist. CrowderGulf expects our projected outcome to have no liability, or to be fully indemnified by its client if any liability is determined to exist."

In addition, the most current Dun & Bradstreet Report for CrowderGulf, it identifies the total number of suits, liens, judgments and bankruptcy proceedings as zero. Due to our diligent efforts, we have been involved in very few litigation cases, none of any significance.

City of Ormond Beach
Request for Proposals (RFP)
Debris Removal, Reduction and Recovery for City of Ormond Beach
(RFP No. 2021-17)

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

CrowderGulf Joint Venture, Inc.
 COMPANY NAME
Ashley Ramsay-Naile
 AUTHORIZED SIGNATURE
Ashley Ramsay-Naile
 NAME
President
 TITLE
6/17/2021
 DATE



Employment Eligibility Verification

Welcome
Kelsey JamesUser ID
KJAM1888Last Login
12:27 PM - 11/11/2010 Log Out[Home](#)[My Cases](#)[New Case](#)[View Cases](#)[My Profile](#)[Edit Profile](#)[Change Password](#)[Change Security Questions](#)[My Company](#)[Edit Company Profile](#)[Add New User](#)[View Existing Users](#)[Close Company Account](#)[My Reports](#)[View Reports](#)[My Resources](#)[View Essential Resources](#)[Take Tutorial](#)[View User Manual](#)[Contact Us](#)**Company Information****Company Name:** CrowderGulf Joint Venture[View / Edit](#)**Company ID Number:** 312220**Doing Business As (DBA) Name:****DUNS Number:****Physical Location:****Address 1:** 5629 Commerce Blvd E**Address 2:****City:** Mobile**State:** AL**Zip Code:** 36519**County:** MOBILE**Mailing Address:****Address 1:****Address 2:****City:****State:****Zip Code:****Additional Information:****Employer Identification Number:** 10626019**Total Number of Employees:** 20 to 99**Parent Organization:****Administrator:****Organization Designation:****Employer Category:** None of these categories apply**NAICS Code:** 562 - WASTE MANAGEMENT AND REMEDIATION SERVICES[View / Edit](#)**Total Hiring Sites:** 1[View / Edit](#)**Total Points of Contact:** 3[View / Edit](#)



MY SAM

SEARCH RECORDS

DATA ACCESS

CHECK STATUS

ABOUT

HELP

Entity Dashboard

[Entity Overview](#)
[Entity Registration](#)
[Core Data](#)
[Assertions](#)
[Reps & Certs](#)
[POCs](#)
[Reports](#)
[Service Contract Report](#)
[BioPreferred Report](#)
[Exclusions](#)
[Active Exclusions](#)
[Inactive Exclusions](#)
[Excluded Family Members](#)
[BACK TO USER DASHBOARD](#)

CrowderGulf, LLC

DUNS: 195686477 CAGE

Code: 45ZE0

Status: Active

5629 COMMERCE BLVD E

MOBILE, AL, 36619-9225

UNITED STATES

Expiration Date: 09/25/2021

Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

DUNS: 195686477

Name: CrowderGulf, LLC

Doing Business As: CrowderGulf Joint Vent

Business Type: Business or Organization

Last Updated By: Melinda Edwards

Registration Status: Active

Activation Date: 10/01/2020

Expiration Date: 09/25/2021

Exclusion Summary

Active Exclusion Records? No

GSA

IBM-P-20200814-1154

WWW6

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CrowderGulf Joint Venture, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ **C Corporation** ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5629 Commerce Blvd. East

6 City, state, and ZIP code

Mobile, AL 36619

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

[]	[]	[]	-	[]	[]	-	[]	[]	[]
-----	-----	-----	---	-----	-----	---	-----	-----	-----

or

Employer identification number

0	1	-	0	6	2	6	0	1	9
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Ashley Ramsay-Naile

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

C. Investment Approach



C. Investment Approach

The following equipment list demonstrates the capabilities of CrowderGulf. In the past the company has simultaneously managed over 1,200 employees and 700 pieces of equipment. CrowderGulf has never had any issue with needing additional equipment. Even after 56 simultaneous contract activations, over 4 states, CrowderGulf was able to successfully complete each project no matter the size or location. By having this extensive amount of equipment, full time debris personnel and reservists to call upon during an activation, CrowderGulf is capable of self-performing a minimum of 30% of each project.

Contract Management - Ability to Handle Multiple Contracts and Provide Necessary Personnel and Equipment

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 438 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 all documentation FEMA required for Client to receive reimbursement.

Our ability to successfully manage multiple contracts is demonstrated in the following excerpts of our past experience following major natural disasters:

SUMMARY TABLE OF SIMULTANEOUS DISASTER DEBRIS PROJECTS					
Year	Hurricane	# of DMS Managed	Simultaneous Contract Activations	Invoice Amt	Approx. Cubic Yards (CY)
2020	Hurricane Zeta (Ongoing)	0	7	\$25,190,715+	1,923,883+
2020	Hurricane Sally (Ongoing)	37	10	\$109,038,941+	8,657,766+
2020	Hurricane Laura (Ongoing)	6	8	\$205,421,221+	13,436,727+
2020	Tennessee Tornadoes	4	2	\$10,557,993	812,812
2019	Hurricane Dorian, TS Imelda, Tornado, Misc. Projects	3	2	\$4,559,359	143,336
2018	Hurricane Michael	24	16	\$250,192,143+	16,902,944+
2018	Hurricane Florence	10	18	\$29,914,480	2,190,278
2017	Hurricane Nate	1	3	\$2,119,616	165,948
2017	Hurricane Irma	91	64	\$202,589,828	10,447,423
2017	Hurricane Harvey	15	27	\$93,763,082	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

Past Experience

For all activations, CrowderGulf Management teams have been led by disaster experienced and 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.

The best way to demonstrate the qualifications, knowledge, and experience of CrowderGulf is to provide summaries of past performance and references to support our work, which we have provided below. 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.

2020 Hurricane Laura, Hurricane Sally, Tornado, Misc. – Projects ongoing

In 2020, CrowderGulf responded to nine major disasters (7 tropical events, 2 tornados), having 27 contract activations in six different states and utilizing 49 debris management sites. These debris activations have been simultaneous with multiple missions occurring within and across regions. The most notable attribute to the 2020 storm season thus far, is the consistent daily production rate. During the first 60 days CrowderGulf removed 12.26 million cubic yards of debris from the ROW after Hurricane Laura and Sally. This consistent daily production of over 204,000 cubic yards of debris per day demonstrates that CrowderGulf has unparalleled capabilities. No other debris mission to date has produced this type of removal rate for this many consecutive days. Moreover, these productions were achieved without sacrificing safety, quality, cost or schedule. CrowderGulf has repeatedly displayed the proven capabilities to manage the largest debris missions this nation has faced. All of this has been made possible by having qualified and experienced key personnel, reliable subcontractors, effective sectoring and an efficient staffing approach.

2020 Hurricane Laura, Sally, and Zeta												
25 Total Clients		Number of Clients in 2020 Utilizing Tasks										
Contract Amt	PUSH Ops	ROW Haul	NON-ROW Haul	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	E-waste	HHW	ADMS Utilized	Waterway Debris
\$350,208,870	5	25	6	20	25	23	13	10	8	9	24	2

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

2019 Hurricane Dorian, TS Imelda, Tornado, Misc. projects												
7 Total Clients		Number of Clients in 2019 Utilizing Tasks										
Contract Amt	PUSH Ops	ROW Haul	ROE Hauling	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	E-waste	HHW	ADMS Utilized	Waterway Debris
\$4,586,145	1	2	0	2	4	1	0	1	1	0	4	1

2018 Hurricane Michael

Hurricane Michael plowed into the Florida Panhandle on October 10 as a major Hurricane. It is 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.



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CrowderGulf holds many pre-event contracts within the area so our Director of Operations and Florida Regional Manager were on the ground doing damage assessment within 2 hours of the storms passing. We immediately mobilized hauling units to begin right-of-way (ROW) debris operations. CrowderGulf has removed, processed, reduced and disposed of approximately **10 Million Cubic Yards** of vegetative and construction/demolition debris at 26 Debris Management Sites and 13 Final Disposal Facilities. More than 83,000 hazardous trees have had falling hangers and leaners, to date and those limbs were cut to restore safe passage. Ongoing CrowderGulf operations continue in Bay County and Panama City, FL., with demolition of structures and Private Property Debris Removal (PPDR).

2018 Hurricane Florence

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 accumulations which caused flooding not only to the large stretch of coastline but also created 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.

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 isolating 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 activation, 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.

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 to include safety, quality assurance and documentation personnel.



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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, **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. We responded to our Florida clients with full resources and had damage assessment personnel on the ground within two hours of the storms 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 and Michael													
35 Total Clients	Number of Clients in 2018 Hurricanes Utilizing Tasks												
Contract Amt	PUSH Ops	ROW Haul	ROE Hauling	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	E-waste	HHW	ADMS Utilized	Waterway Debris	
\$265,482,665	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 and two weeks later Hurricane Irma impacted the Florida Keys and stretched all the way to South and North Carolina.

In Texas, CrowderGulf had 27 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 accommodate 65 clients in Florida. While the usual initial chaos and stress for everyone after a disaster was present, CrowderGulf focused on serving all affected clients in both states as quickly and efficiently as possible. As a result, all jobs were finished.



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. The Houston metropolitan area observed between 30 and 60.5 inches of rain from this historic tropical system. Harvey destroyed 9,000 homes and damaged an additional 185,000 dwellings. CrowderGulf had 27 Texas County and Municipal contracts activated during this event and managed 25 Debris Management Sites (DMS), resulting in approximately **5 MILLION CUBIC YARDS** 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. In response, CrowderGulf had 65 contract activations and managed 92 DMS in Florida while simultaneously managing 26 contract activations that occurred in August in the State of Texas, following Hurricane Harvey. Clean up included the removal of over **10 MILLION CUBIC YARDS** of debris and resulting in costs of over **200 MILLION DOLLARS**.

"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

2017 Hurricane Harvey & Irma Projects and Tasks												
91 Total Clients	Number of Clients in 2017 Hurricane Harvey & Irma 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	Waterway Debris
\$281,720,975	7	91	15	49	91	36	12	18	15	15	79	2

2016 Hurricane Matthew

Georgia - On October 7th, 2016, Hurricane Matthew began its devastating impacts on thirteen Counties in Georgia. CrowderGulf's debris contracts were activated the following week in Liberty County (serving the County and the Cities of Hinesville, Midway and Riceboro) as well as two contract activations in Chatham County. The storm left over 182,460 cubic yards of vegetative storm debris, 2,055 leaners and hangers, 727 stumps and 75 tons of C&D to be removed, reduced (by air curtain incineration) and disposed in Liberty County. During our kick-off meeting, CrowderGulf was made aware the County elected to participate in the Public Assistance Pilot Program for expedited debris removal.

CrowderGulf immediately began ramping up resources to successfully remove, reduce and dispose all debris within the given timeframe established by the County. Invoicing for the County was submitted in 30 day increments and supported by daily progress reports by both CrowderGulf and the monitoring Company. This close working relationship made participation in the Pilot Program successful for the County. The total project cost for Liberty County was \$1,736,692.

In Chatham County, the municipalities of Port Wentworth, Thunderbolt and Garden City activated their pre-event contracts with CrowderGulf. Port Wentworth recovered over 6,282 cubic yards of vegetative debris and removed 952 leaners and hangers while Garden City had 33,580 cubic yards of debris removed. Thunderbolt recovered 9,896 cubic yards of vegetative debris. All three municipalities reduced their debris by mulching/chipping. Three Georgia contracts were monitored by Tetra Tech and one was monitored by Witt O'Briens. All were completed in less than 90 days. The total project cost for Port Wentworth was approximately \$84,000, Thunderbolt was approximately \$108,700 and Garden City totaled \$365,490.

Florida - Following Hurricane Matthew impacting the east coast of Florida, CrowderGulf received 13 Florida contract activations from counties and cities as far south as Martin County and as far north as Duval County. Utilizing 18 Project Managers, and numerous field supervisors and equipment assets, CrowderGulf removed over 1.5 million cubic yards of debris and managed 13 DMS locations. Costs for the recovery efforts in Florida were \$30,358,208.

South Carolina - CrowderGulf was activated by Hilton Head Island (HHI) on October 7, 2016. CrowderGulf supplied over 125 pieces of equipment which included 6 grinders and a Trammel sand screen, plus an additional 300+ personnel to assist the HHI's 12 communities with recovery operations. Reduction operations consisted of chipping and mulching at both Debris Management Site (DMS) locations. CrowderGulf removed, reduced and disposed of over 3 million cubic yards of vegetative debris, over 10,000 cubic yards of C&D, removed 42,058 hangers and 5,301 leaners, and managed 2 DMS locations on the Island, for a total project cost of \$33,693,545.

2016 Hurricane Matthew Projects and Tasks												
39 Total Clients	Number of Clients in 2016 Hurricane Matthew Utilizing Task											
tract Amt	PUSH Ops	ROW Hauling	Private Rds. Hauling	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	ADMS Utilized	Waterway Debris	Special Projects	
\$82,267,725	8	33	3	24	33	12	6	2	18	1	5	

2016 Floods & Storms

Texas Tornado - Starting in late December 2015, Severe Storms made their way through Texas (FEMA-4255-DR-TX) causing flooding and tornados. Our fist activation of the year was requested by Rowlett, TX. A tornado ripped through the town causing C&D debris to be scattered in its path. Over 70,000 cubic yards of debris was collected and disposed

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after this event. CrowderGulf was also tasked to remove and dispose of 140 white goods and 49 e-waste debris. It took 37 days to complete the project under the City's management. CrowderGulf also worked with the monitoring firm True North during this project. The total cost of this project was \$680,036.

Ice Storms – Late January, Virginia was the target for a winter storm (FEMA-4262-DR-VA). Approximately 16,000 cubic yards of vegetative, C&D and stump debris was collected, transported and disposed from the ROW in Essex County, VA due to this winter storm. The project was completed in 20 days and involved CrowderGulf working with the County, Virginia Peninsulas Public Service Authority (VPPSA) and the monitoring firm Rostan Solutions (aka Arcadis). The total cost of this project was \$138,739.

Louisiana Storms – Louisiana received their share of severe storms and flooding (FEMA-4263-DR-LA) in March. CrowderGulf was activated by St. John the Baptist Parish and Ouachita Parish. St. John the Baptist Parish relied on volunteers and its citizens to help in the recovery. The Parish requested that CrowderGulf only provide portable showers and restrooms for the volunteers and citizens.

Ouachita Parish, LA activated CrowderGulf at the end of March. After 53 days, CrowderGulf had removed and disposed of over 32,000 cubic yards of debris, 18 white goods, 105 Tires and 370 pieces of e-waste. In some areas, water had to recede before hauling could begin. The project total cost was \$397,774.

Second Round of Storms in Texas – In March, Texas received another round of storms, tornados and flooding (FEMA-4266-DR-TX). CrowderGulf was activated by Montgomery County, Newton County and Waller County.

Montgomery County tasked CrowderGulf with removing and disposing of vegetative debris and C&D debris. Just over 19,000 cubic yards of debris was removed in 21 days. Along with working with the County, CrowderGulf also teamed with the monitoring firm Tetra Tech. The total cost of the project was \$288,408.

Newton County Activated CrowderGulf near the beginning of April. Newton County was experiencing flooding and CrowderGulf was tasked with the removal and disposal of over 37,000 cubic yards of C&D debris. There were also 418 pieces of white goods removed and disposed of during the project. CrowderGulf has worked with their monitoring firm, Thompson consulting on the project. The total cost for this project was \$349,990.

Waller County was also affected by the storms with flooding and straight lined winds. CrowderGulf was activated to remove a small amount of vegetative and C&D debris. Just over 1,000 cubic yards of debris was removed and disposed of in 7 days. Along with working with the County, CrowderGulf also teamed with the monitoring firm Tetra Tech. The total cost of the project was \$19,674.

Third Round of Storms in Texas – In April another round of severe storms and flooding hit Texas (FEMA-4269-DR-TX). CrowderGulf was once again activated in Montgomery and Waller Counties. CrowderGulf worked in these counties with the same tasks as with the previous storm.

Montgomery County accumulated an additional 39,079 cubic yards of debris on this round of storms that was managed by CrowderGulf. The total cost for this project was \$520,549.

Waller County accumulated an additional 1,183 cubic yards of debris on this round of storms that was managed by CrowderGulf. The total cost for this project was \$18,402.

CrowderGulf was also activated in Brazoria County, TX. To date, CrowderGulf has removed approximately 19,202 cubic yards of C&D debris. The debris is being hauled to a final disposal facility and is being monitored by Tetra Tech. The cost of the project so far is estimated at \$301,984.

Along with the other Texas Counties, the contract for debris removal services has also been activated by the Texas General Land Office for the cleanup efforts on 20 miles of Brazoria County's beaches. CrowderGulf worked closely with their monitoring firm, Tetra Tech, on this project with over 6,000 cubic yards of vegetative debris being removed and disposed. The total cost of this project was \$397,252.

In August, Louisiana experienced storms that caused severe flooding. CrowderGulf was awarded a contract for debris removal in Central, LA in East Baton Rouge Parish. Among the debris hauled were C&D and HHW. CrowderGulf worked closely with the City's debris monitor, Debris Tech who is using their ADMS system. The final project total was: \$5,486,871 and our team removed and disposed of 324,951 cubic yards.

2015 Floods & Storms

Ice Storms - Early in 2015 the City of Raleigh activated the Pre-Event Contract and called on CrowderGulf to support debris removal operations within the City. The operation consisted of debris pickup from rights-of-way. CrowderGulf removed approximately 30,000 cubic yards of debris during the week long project.

Texas Flooding - In June of 2015, CrowderGulf was activated by Blanco County for debris removal operations after severe storms came through the County. Vegetative and C&D debris was collected and hauled directly to a landfill.

South Carolina Flooding - In early October 2015, a cold front with widespread heavy rain moved southeast across the Carolinas and interacted with Hurricane Joaquin to produce record breaking rains throughout the region. Rainfall across parts of South Carolina reached 500-year event levels, with areas within Richland County, SC experiencing 1-in-1,000 year levels. The record breaking rainfall overwhelmed the Midlands causing severe flooding, power outages, dam breaches, road washouts and bridge collapses.

On October 7, 2015, the South Carolina Department of Transportation (SCDOT), activated the CrowderGulf Pre-event Contract for *Disaster Recovery Assistance following a Declared Disaster*, to remove and dispose of flood debris from State maintained roads within Richland and Lexington County, SC. Soon thereafter, both Richland and Lexington County executed Memorandums of Understanding (MOU) with the SCDOT to enable CrowderGulf to also remove and dispose of flood generated debris from County maintained roads. CrowderGulf immediately mobilized forces and began debris removal operations simultaneously in both Counties. Over the next few weeks, CrowderGulf hauled the flood related debris, inclusive of demolished house debris, damaged furniture and possessions, electronic waste, appliances, white goods (washers, dryers, refrigerators, etc.) and household hazardous waste (HHW) to the local landfills. Overall CrowderGulf removed and disposed of over 33,000 cubic yards of debris, 20,000 pounds of HHW, 300 White Goods and 400 Electronic Goods. The majority of the above operations were completed within the first 30 days of the FEMA incident period to aid the State and Counties in applying for 85% reimbursement from the Federal Emergency Management Agency (FEMA).

Texas Tornadoes - In November of 2015, the City of Friendswood, TX experienced damages from a tornado that devastated several neighborhoods. CrowderGulf responded quickly to remove and dispose of the 8,700 cubic yards of debris.

2015 Storms Projects and Tasks								
15 Total Clients	Number of Clients in 2015 Storms Utilizing Task							
Contract Amt	ROW Hauling	Debris Reduction	Debris Disposal	White Goods/ E-waste	HHW	Wet Debris	Sand/ Beach Work	Special Projects
\$2,727,109	9	1	12	1	1	5	1	8

2014 Storms

Severe Flooding Event for the States of Alabama and Florida - Following 18-22 inches of rainfall in the States of Alabama and Florida coupled with tornadoes across the State of Alabama in April, CrowderGulf was activated by **eight** Alabama Contracts (Baldwin, Blount, DeKalb and Limestone Counties, and the Cities of Orange Beach, and Perdido Beach as well as the Alabama Department of Conservation and Natural Resources and Alabama Department of Transportation) and **two** Florida Contracts (Escambia and Walton Counties). The debris services included emergency debris removal and reduction of over **280,000** cubic yards of debris. It also involved managing citizen drop sites, removing over **600** leaning trees and hanging limbs from over **1000** trees, removing over 150 hazardous stumps, clearing storm

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debris from beaches, providing pumping stations for flooded areas, and removing drift debris from rivers. **The total event** utilized 10 subcontractors, 54 trucks including certified trailers (all averaging around 54 cubic yards capacity). Twelve tree crews and several more crews doing specialized tasks were used and all managed by CrowderGulf.

Ice Storms Pax and Ulysses - These February, 2014 ice storms produced primarily tree damage. CrowderGulf had **three** pre-event contracts activated as a result of these storms.



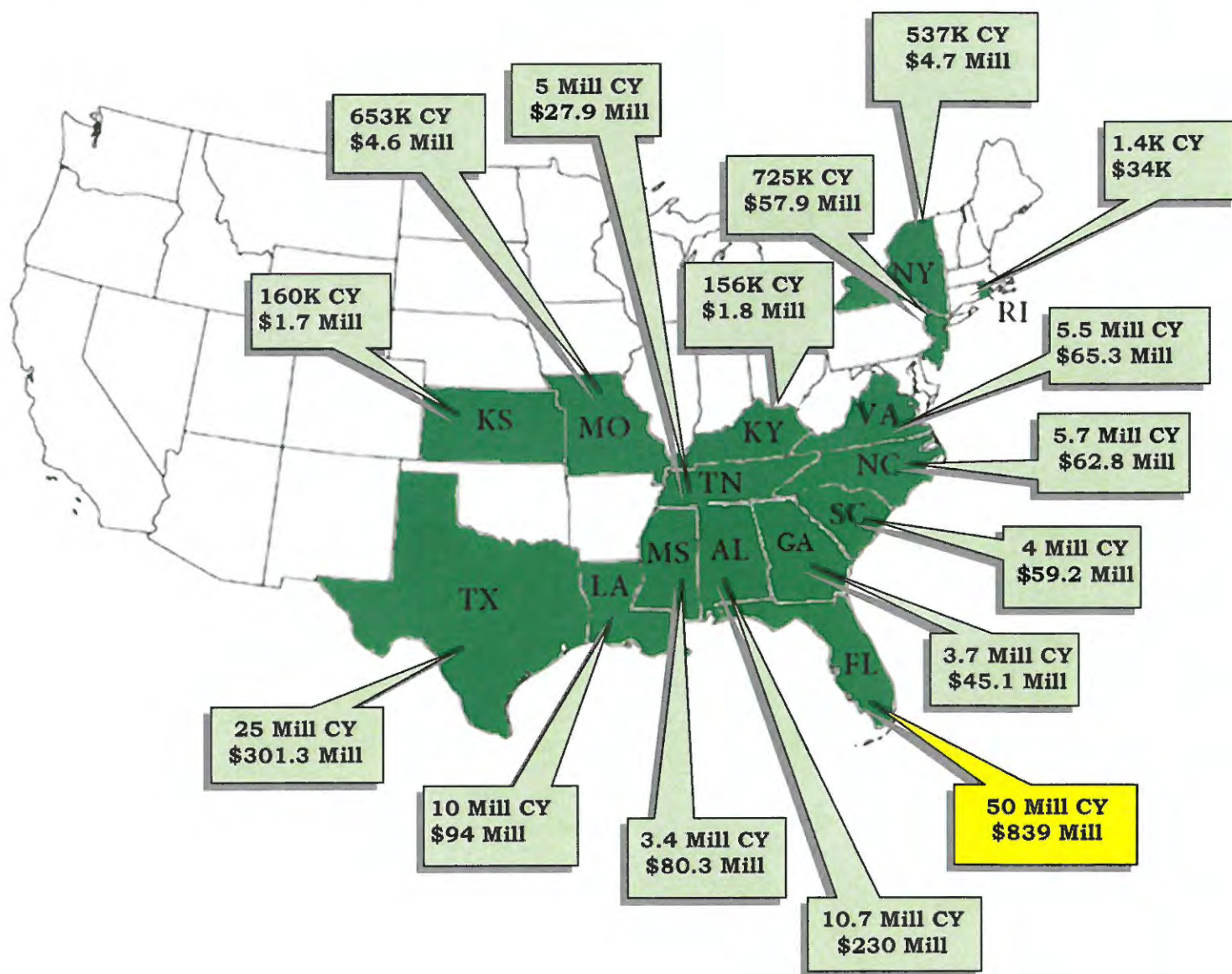
In both Berkeley County, SC, and Dorchester County, SC, CrowderGulf performed ROW debris removal, reduction, and final disposal of vegetative debris. CrowderGulf was also tasked with the removal of leaning trees and hanging limbs in both South Carolina counties. Hanging limbs were removed from over **30,000** trees from both counties and over **277,000** cubic yards of vegetative debris removed. All work in both counties was completed in a little over two months.

The third contract activated was Greensboro, NC, for debris removal. Work was completed in Greensboro in approximately **45** days and **13,510** tons of debris removed.

During these three projects, CrowderGulf managed 26 tree crews from 18 subcontractors to complete the work. Over 123 trucks were certified and hauled debris, including certified trailers (averaging approximately 67 cubic yards capacity).

2014 Storms Projects and Tasks										
13 Total Clients	Number of Clients in 2014 Storms Utilizing Task									
Contract Amt	ROW Hauling	Debris Reduction	Debris Disposal	Burn	Grind	L&H	Stump Work	Wet Debris	Sand/ Beach Work	Special Projects
\$9,866,559	9	5	10	1	3	5	3	2	1	1

CrowderGulf's Historical Workload & Experience across the U.S.



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 Ormond Beach as quickly as possible.



The following is a partial list of company-owned equipment available for use in any debris operation:

EQUIPMENT	UNITS
• Self-Loading Trucks; (30 – 100 cubic yards)	65
• Dump Trucks (16 yards – 50 yards)	153
• Rubber Tire Loaders (equipped with debris handling grapples)	26
• Rubber Tire and Track Equipped Excavators (with buckets and grapples)	18
• Pick-Up Trucks (equipped with portable phones for Foremen)	25
• Service Trucks	12
• Skid-Steer Loaders (equipped with buckets and grapples)	10
• Cherrington Beach Cleaners 4500 & 4500 XL	5
• Stationary Power Screens – (sand screener)	2
• Diamond Z 14' Tub Grinders	6
• Shallow and deep water boats equipped with latest sonar and photo equipment	4
• Barges, tugs and large boats for heavy marine debris removal	4

Equipment Rental Agreements

CrowderGulf also maintains active accounts with all major national equipment rental companies to supplement equipment needs as may be required (i.e. Beard, Hertz, Caterpillar, John Deere, United Rental, Sunbelt, etc.).

All equipment shall meet all federal, state and local regulations.

Additional Equipment Information

- All equipment used for this contract will be rubber wheeled or rubber tracked unless otherwise approved by the City.
- To the maximum extent possible, CrowderGulf and its subcontractors shall use self-loading trucks with grapples or grapple attachments. Hand loading will not be permitted.
- No subcontractor will be allowed to solicit work from private citizens while assigned to the contract.
- No equipment assigned to this contract will be used for any other contract work.
- All trucks will be marked with proper signage. The lettering will be 3 inches in height or greater to allow for readability and clarity.



2021 CrowderGulf Company-Owned Equipment List

DEBRIS REMOVAL TRUCKS

Year	Make	Model	VIN
1998	Mack	Debris/Combo	1M2AD62C9WW006285
1995	Western Star	Debris/Combo	2WLPCH25K937391
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	1XPXD0X8JD480600
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

TRAILERS

Year	Make	Model	VIN
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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	Scraper/End Dump	4B9BKDL29JH054106
2018	Brazos	Scraper/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

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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	1FF060GXKGGJ288041
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

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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

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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

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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

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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

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. 2021
<u>Number of Registered Subcontractors</u>	<u>240</u>	<u>1035</u>	<u>3498</u>
Subcontractor Equipment	Regional	FL	US. 2021
Dump Trucks (16-65)	1116	4979	19102
Pick up w/ dump trucks	332	1409	5142
Knuckle-boom trucks	75	518	3074
Wheel Loader 50hp – 150hp	381	1525	5933
5 ton Pickup truck	366	1563	7477
Hydraulic Excavator 50hp-150hp	329	1324	7147
Trailer Mounted floodlight	45	267	1761
Low-bed Trailer w/ tractor	124	491	2303
Water Truck	47	209	1106
Air Curtain Burner	28	92	436
Backhoe w/ loader 15	69	339	1917
Dozer, 2-3 yd blade/root rake blade D7	177	672	3878
Grader, Motor, 12 ft blade 130-140hp	44	160	842
Chipper	46	255	1453
Tub Grinder 300-400 hp & 800-1000 hp	36	19	1040
Self loading trucks	120	966	4953
Skid steer 40 hp – 80 hp	419	1668	8560
C&D Walking Floor 80-110 CY	21	450	2027
Mulch Trailer 80-110 CY	26	249	1373
Bucket Trucks	56	887	3269
Barges	25	132	1296
Work Boats	36	201	1528
Vacuum Trucks	69	119	1824

Florida Subcontractor Statistics	Regional	FL
Small Business	171	723
M/WBE, HUB, SDB or Veteran Certified	89	448
Push Crews	95	452
Debris Haulers	191	791
Marine Debris	12	51
Haul Outs	10	49
Grinding	16	59
Burning	5	21
Concrete Reduction	1	6
Recycling	1	11
Hazardous Material	1	8
Tree Work	21	93



D. Fees

Schedule 1 - Unit Rate Schedule

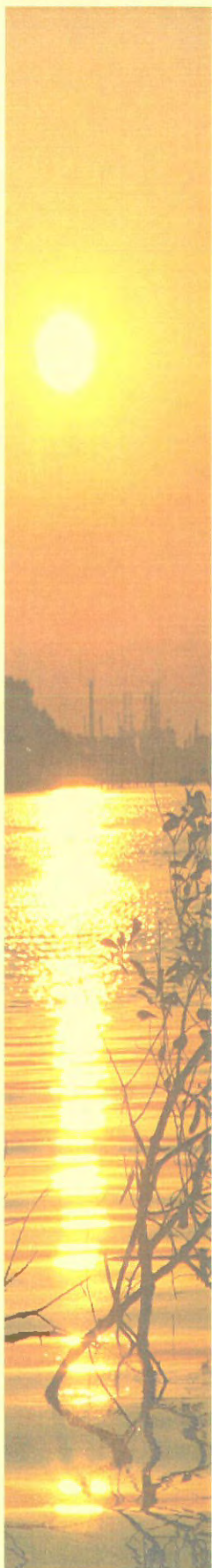
ROW Debris				
Item #	Description	Haul Distance	Unit of Measure	Unit Price
1	Eligible ROW Vegetative Debris Removal (Collect & Haul) - Work consists of removal and transport of vegetative debris on the ROW to DMS. **NOTE 1**	0-10 Miles	PER CY	\$7.50
		10.1 - 20 Miles	PER CY	\$7.90
		20.1 - 30 Miles	PER CY	\$8.25
2	Eligible ROW C&D Debris Removal (Collect and Haul) - Work consists of removal and transport of C&D debris on the ROW to a DMS. **NOTE 1**	0-10 Miles	PER CY	\$7.50
		10.1 - 20 Miles	PER CY	\$7.90
		20.1 - 30 Miles	PER CY	\$8.25
3	Eligible ROW C&D Debris Removal (Collect and Haul) - Work consists of removal and transport of C&D debris on the ROW to a designated disposal facility. **NOTE 1**	0-10 Miles	PER CY	\$8.50
		10.1 - 20 Miles	PER CY	\$9.50
		20.1 - 30 Miles	PER CY	\$10.50
DMS Management and Reduction				
4	DMS Management and Operations	N/A	PER CY	\$1.15
5	Reduction Through Grinding - Work consists of the management and operation of DMS(s) for acceptance, management, segregation, staging and reduction of disaster related debris through grinding.	N/A	PER CY	\$2.95
6	Reduction Through Controlled Open Burning - Work consists of management and operation of DMS(s) for acceptance, management, segregation, staging and reduction of disaster related debris through controlled open burning.	N/A	PER CY	\$1.90
7	C&D Reduction by compaction.	N/A	PER CY	\$2.95
8	Remediation of DMS Site	N/A	LS	At Cost
9	Haul-Out of Reduced Debris to a Designated Final Disposal Site - Work consists of loading and transport of reduced debris from DMS to a final disposal facility. **NOTE 2**	0-10 Miles	PER CY	\$3.15
		10.1 - 20 Miles	PER CY	\$3.70
		20.1 - 30 Miles	PER CY	\$4.30
Tree Work				
10	Removal of Eligible Hazardous Trees - Work consists of cutting and dropping hazardous trees. - Resulting debris to be place on the ROW for collection under line item 1			
10a	6 inch - 24.99 inch diameter	N/A	PER TREE	\$85.00
10b	24 inch to 47.99 inch diameter	N/A	PER TREE	\$200.00
10c	48 inch or larger diameter	N/A	PER TREE	\$325.00

11	Removal of Eligible Hazardous Limbs - Work consists of removing (cutting) hazardous limbs from trees - unit price per tree. - Resulting debris to be place on the ROW for collection under line item 1	N/A	PER TREE	\$80.00
12	Removal of Hazardous Stumps - Work consists of the removing hazardous stumps, backfill, transport to final disposal.			
12a	24 inch to 36.99 inch diameter	N/A	PER STUMP	\$150.00
12b	37 inch to 48.99 inch diameter	N/A	PER STUMP	\$250.00
12c	49 inch and larger diameter	N/A	PER STUMP	\$350.00
Demolition and PPDR				
13	Eligible Demolition, Removal and Transport of Non-RACM Structures - Work consists of all labor, equipment, fuel and miscellaneous costs necessary to demolish structures on public or private property. Resulting Debris to be hauled at ROW rates. Does not include slab removal.	N/A	PER SF	\$4.50
14	Eligible Demolition, Removal and Transport of RACM Structures - Work consists of all labor, equipment, fuel and miscellaneous costs necessary to demolish structures on public or private property. Resulting debris to be hauled at ROW rates. (Wet Method Demo - Assuming Abatement by others). Does not include slab removal.	N/A	PER SF	\$6.50
15	Private Property Debris Removal - Collect and Haul to DMS	N/A	PER CY	\$16.00
Waterway and Beach Debris				
16	Eligible Water Based Waterway Debris Removal - Work consists of all labor, equipment, fuel, and miscellaneous costs for removal, staging, loading / transportation of water based debris to a DMS or Final Disposal Facility.	0 - 5 Miles	PER CY	\$140.00
		5.1 - 10 Miles	PER CY	\$142.00
		10.1 - 20 Miles	PER CY	\$144.00
		20.1 - 30 Miles	PER CY	\$148.00
17	Eligible Land Based Waterway or Ditch Debris Removal - Work consists of the removal and staging of ditch debris at access point and hauled to DMS or Final Disposal Facility. Mileage is measured from access point to DMS or Final Disposal Facility	0 - 5 Miles	PER CY	\$44.00
		5.1 - 10 Miles	PER CY	\$45.00
		10.1 - 20 Miles	PER CY	\$47.00
		20.1 - 30 Miles	PER CY	\$49.00
18	Eligible Beach Debris Removal - Work consists of the removal and staging debris at Client Provide access points and hauled to DMS or Final Disposal Facility. Mileage is measured from access point to DMS or Final Disposal Facility	0 - 5 Miles	PER CY	\$30.00
		5.1 - 10 Miles	PER CY	\$31.00
		10.1 - 20 Miles	PER CY	\$33.00
		20.1 - 30 Miles	PER CY	\$35.00

Silt and Sand Removal				
19	Eligible Sand and Silt Removal from Detention / Retention Structures - Work consists of the removal and hauling to an approved final disposal facility of eligible sand, silt and debris from detention / retention structures.	0 - 5 Miles	PER CY	\$32.00
		5.1 - 10 Miles	PER CY	\$33.00
		10.1 - 20 Miles	PER CY	\$35.00
		20.1 - 30 Miles	PER CY	\$37.00
20	Eligible Sand Removal - Work consists of the removal of eligible sand removal from ROW or public property, hauling to a processing screen, screening sand and stockpiling sand at processing site or hauling to a designated area.	0 - 5 Miles	PER CY	\$16.95
		5.1 - 10 Miles	PER CY	\$17.95
		10.1 - 20 Miles	PER CY	\$18.95
		20.1 - 30 Miles	PER CY	\$19.95
Specialty Debris				
21	Eligible Household Hazardous Waste Removal - Work consists of the removal and transportation of eligible household hazardous waste (HHW).	N/A	PER POUND	\$7.95
22	Eligible Small Motorized Equipment Removal - Work consists of collection, oil and fuel recovery and hauling to an approved final disposal facility.	N/A	PER UNIT	\$35.00
23	Eligible White Goods Removal and Recycling - Work consists of all labor, equipment, fuel and miscellaneous costs for removal, transportation and hauling to an approved final disposal facility.	N/A	PER UNIT	\$40.00
24	Refrigerant recovery and decontamination.	N/A	PER UNIT	\$35.00
25	Eligible Electronic Waste (E-Waste) - Work consists of the removal, transpiration to approved Disposal/Recycling Facility	N/A	PER UNIT	\$35.00
26	Eligible Dead Animal Carcasses - Work consists of the recovery and hauling to an approved final disposal facility.	N/A	PER POUND	\$1.50
27	Debris removal from city owned or maintained property, other than ROW, and Hauled to DMS	N/A	PER CY	\$24.00
28	Push Crew - 1 loader or Skid steer w/ Operator, 2 Laborers W/ saws and a Crew Foreman w/ Truck	N/A	PER HOUR/PER CREW	\$360.00

NOTES:	1. For all miles hauled over 30, please add \$0.18 / cy / mile.
	2. For all miles hauled over 30 miles, please add \$ 0.14 / cy / mile.
	3. For all tree work, all resulting debris will be hauled under ROW rates.
	4. Tipping / Disposal fees on all line items will be a pass through cost.
	5. Any additional services can be negotiated directly with the municipality.

E. Debris Management and Response



E. Debris Management and Response

Principles of Project Management

Standards

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

Responsiveness

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

Reimbursement Assistance

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

- Estimating debris volumes for initial damage assessment
- Developing Project Worksheets/Damage Survey Reports
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process and reviewing all records to assure that they meet federal and state reimbursement guidelines
- Orientating and training City of Ormond 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 Ormond 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.

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

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

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

Communications/Mobile Command Center

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

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

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

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



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

Operational Support

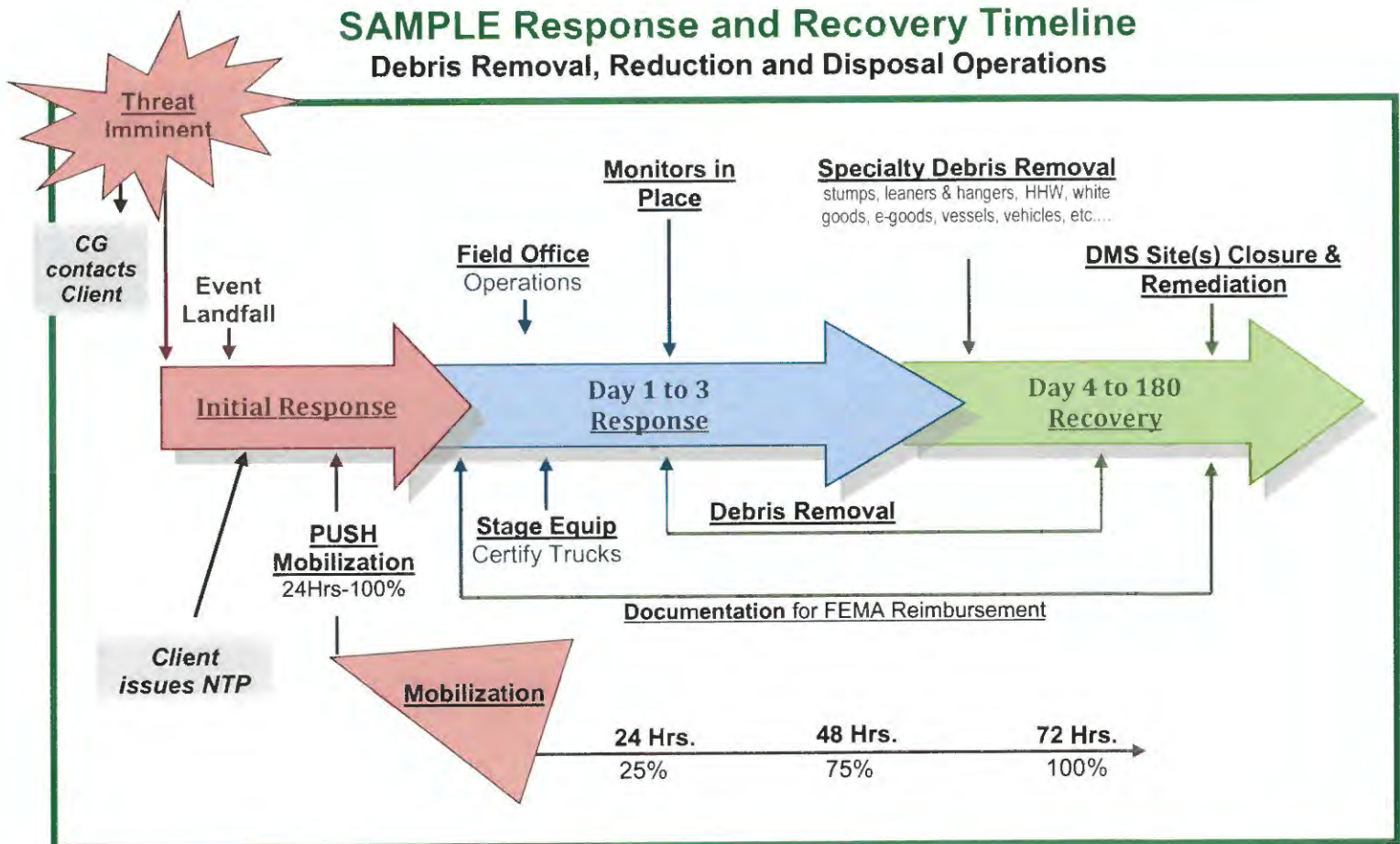
CrowderGulf's main office will serve as headquarters for "back-office" operational support and documentation center. Throughout the project, this office will support field operations on all levels and maintain backup files and records for reimbursement.

Sample Mobilization Parameters

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

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

SAMPLE Response and Recovery Timeline Debris Removal, Reduction and Disposal Operations



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

➤ Debris Emergency Response

Debris Response activities occur immediately after an event in order to clear emergency access routes. This initial phase of operations normally consists of clearing debris that may hinder immediate 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. These "clearing crews" at a minimum will consist of:

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

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

"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*

Safety of the clearing crews in this early stage of work will be a paramount concern. Downed power lines, falling trees, equipment and chain saw injuries, worker fatigue, and a host of unanticipated hazards demand constant attention by all team members. Therefore, **toolbox safety discussions** will be a **daily requirement** for the team. Work areas will be surveyed for hazards before work begins and throughout the clearing operation. Special hazard observation responsibility will be assigned to the Quality Control Manager.

The following is an example a Debris Response priority list:

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

All other roads and streets are normally cleared as soon as the emergency and major access routes are opened and the City transitions to the recovery operations.



➤ Debris Recovery Operations

Debris Recovery consists of the removal and disposal of FEMA eligible storm-related debris in order to ensure the orderly recovery of the community, and eliminate less immediate threats to public health and safety. The debris removal, reduction and disposal procedures are addressed in specific detail in the following paragraphs.

Important Operational Considerations: At this point in the operation, decisions regarding the movement, storage, reduction and disposal of the debris will have a huge impact on the efficiency and effectiveness of the overall project. As in all CrowderGulf debris operations, we apply a set of standard principles to managing debris operations which include but are not limited to the following:

- Never load debris on a truck before the dump site has been identified.
- Handle only debris that meets FEMA's eligibility criteria.
- Sort debris before initial loading, whenever possible, to increase efficiency.
- Clean streets/roads thoroughly at each pass, i.e., "Clean As You Go" policy.
- If at all possible, load debris only once and deliver directly to the final disposal site.
- Use temporary debris management sites (TDMS) only when they increase operational efficiency.
- Use the most efficient reduction method approved by the client.
- Recycle if costs to benefits are favorable.
- Use privately-owned or if available, publicly-owned landfills for final disposal.

Collection Methods

The fundamental component of a debris management strategy is the collection of debris. Implementation of debris collection immediately after a disaster event will assure the public that recovery efforts are in progress and that the community will return to normal quickly. The debris type, amount, and urgency determines which collection method is used. The two main methods of debris collection are curbside collection and collection centers. Both types of collection methods may be used and will be determined by the City of Ormond Beach.

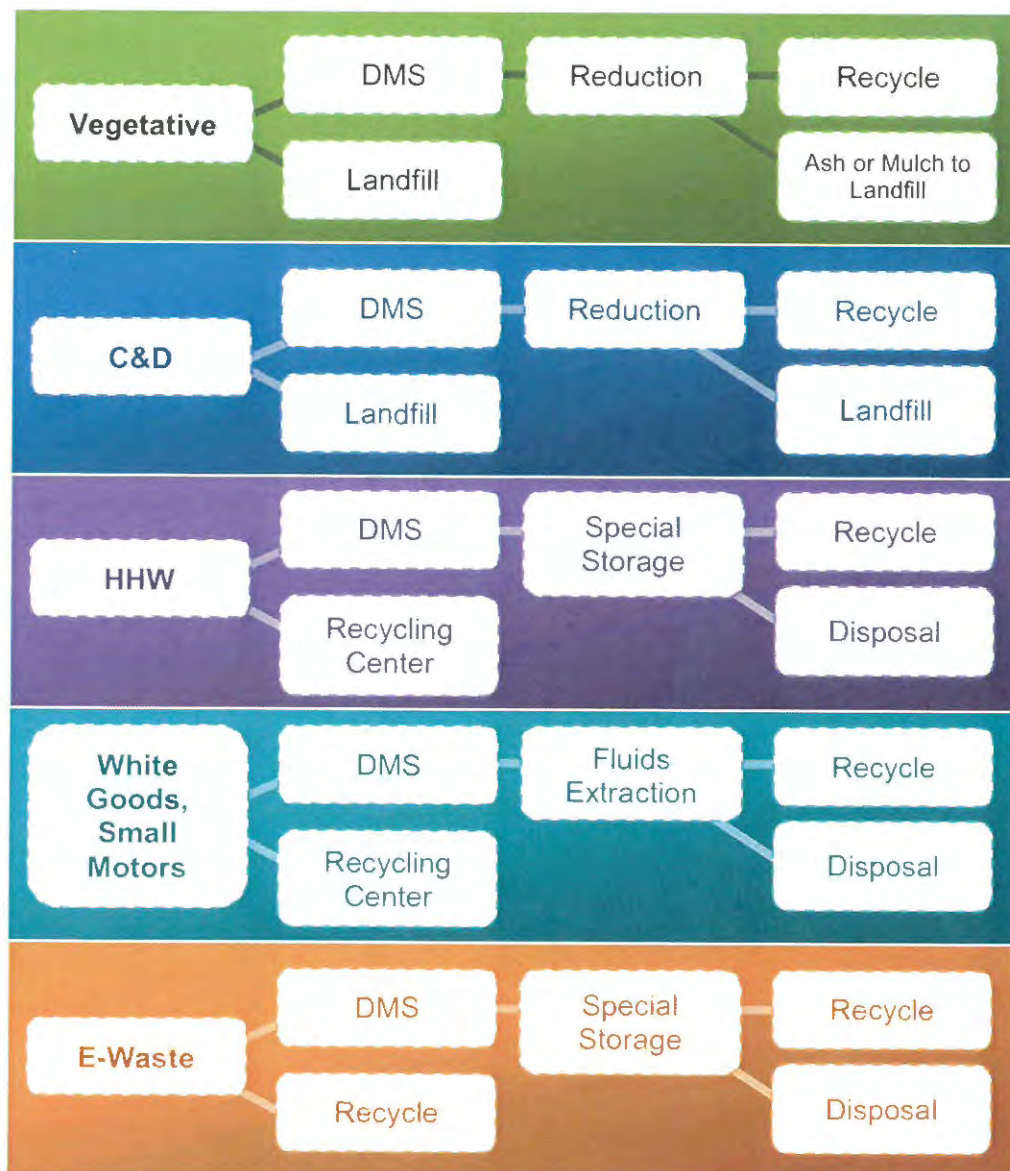
Curbside collection requires that only storm related debris be placed at the curb or public rights-of-way. Source-segregated debris collection offers the potential of high salvage value and efficient recycling/reduction processing. This method is important when collecting hazardous and environmentally 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 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 Ormond Beach will determine the scope of the debris to be managed under this contract. However, CrowderGulf is prepared to assist the City in hauling, reducing and disposing of all eligible debris types in accordance with FEMA 325 guidelines. These include: vegetative debris, construction & demolition (C&D) debris, hazardous wastes, white goods, household hazardous waste (HHW), electronic waste (e-goods), abandoned vehicles and vessels, putrescent debris, infectious waste, chemical, biological, radiological, and nuclear-contaminated debris. The following diagram is a breakdown of the general **debris stream**:



Truck Certification

All debris hauling trucks will be certified by the City or a City representative before any hauling begins. The inside bed dimensions of all trucks will be accurately measured and all safety requirements will be checked and approved. This information along with the description and a picture of the truck, driver's name, license and tag number will be recorded on the FEMA compliant certification forms provided by CrowderGulf. The City will retain the original copy of the form and provide CrowderGulf and the driver with copies. The driver's copy must remain in the truck at all times. A placard displaying the trucks identification and measurement information will be displayed on both sides of the vehicle at all times. Specific truck documentation requirements are discussed in the [Documentation and Reimbursement Section](#) of this proposal.

Sectioning and Crew Assignments

Upon NTP, CrowderGulf will assist the City of Ormond Beach in assessing damage and developing a specific plan of action. The affected areas will be divided into sections and then crews, subcontractors, and equipment will be assigned. All areas will be served simultaneously.

Loading Debris

Prerequisites for Loading Debris:

- Truck certification and safety inspections completed on all trucks hauling debris
- Identification of disposal site
- If needed for efficiency, identification and preparation of debris management sites
- Sectioning of City with subcontractor assignments
- Quality Control organization operational
- Load ticketing and data management process operational
- Accident Prevention Plan (APP), Site Safety and Health Plans (SSHP), Activity Hazard Analyses (AHAs)
- Initial safety and health briefing for all personnel complete
- Specific training on traffic control complete for all debris crews
- Preparatory inspections of each worksite by Quality Control staff and debris crew foreman
- Work area cleared of safety and health hazards such as downed power lines and hazardous materials
- Inspection of work area for water meters, fire hydrants, utility pedestals and other infrastructure components that could be damaged by equipment
- FEMA debris eligibility criteria communicated to all Crew Foremen, Superintendents, Quality Control staff, Project Managers, and Equipment Operators
- Overhead power lines and other utility lines identified for safe clearance of loading equipment

Crew Composition

CrowderGulf matches equipment to the requirements of the task. Crew composition varies depending on the type of equipment used in performing the loading operation. For example, crews with self-loading trucks do not need separate loading equipment that is required to support a crew consisting of dump trucks or trailers. However, every crew requires traffic control personnel, a foreman and a designated quality control person. Also, each crew requires a chain saw operator and laborer(s) to assist in the ground support work. Usually each piece of loading equipment (self-loading truck or separate loader) is supported by one saw operator, two laborers and two flaggers.

At a minimum, debris separation crews will consist of two laborers, one chain saw operator with saw, one skid steer loader with operator and implements, all equipment necessary to transport personnel and equipment from one work site to another. When necessary, ground crews will separate and sort the debris by type, saw fallen trees and vegetative debris at the public rights-of-way, and be constantly alert for water meters, fire hydrants, utility pedestals and other infrastructure components that could be damaged by equipment.

Crew Sizes

The size of debris loading crews will be dictated by the severity and localization of damage. Each crew foreman will be experienced in organizing and directing debris crews and will be provided with sufficient chain saw operators, flagmen, laborers and knuckle boom operators to assure rapid and efficient debris removal.

An example of a Crew is demonstrated in the chart below:

Manpower/Equipment Required	Task Responsibility	No. per Crew
Crew Foreman with experience in organizing & running crews with previous work in disaster related jobs	Provide on-site management of crew to ensure quality performance, safety & maximum productivity	1
20 – 60 CY dump trucks with skilled operators &/or 80 - 140 CY self-loader trucks	Pick up debris from curbside & haul to DMS or final disposal	4-6 (or as area dictates)
Chain Saws & Experienced Operators (as needed)	Reduce large trees & limbs to manageable size & trim debris hanging from loaded trucks	1-2
Flagmen	Direct traffic flow & truck movement	3-6
Laborers	Gather small debris that loaders are unable to grasp	2

Truck and Equipment Considerations

The number of debris hauling trucks assigned to each crew will be determined by the time required to transport a load of debris to the disposal site, dump the load and return to the loading site. Sufficient trucks or trailer hauling equipment will be assigned to each crew to preclude having idle loading equipment. If hauling equipment is found idle and frequently waiting to be loaded, some of the hauling equipment will be reassigned to other crews. Crews will be adjusted as needed to maximize the use of all trucks and equipment.

Often on the first pass of debris removal work, large stumps, tree trunks and other heavy debris must be left for loading by larger more specialized equipment. CrowderGulf will make every attempt to "Clean As You Go". However, there are situations when the need for expedient debris removal precludes achieving this standard completely. As required and directed, specialized equipment will be mobilized on subsequent passes to handle the removal of stumps, other large debris and backfill of stump holes.

Truck Drivers will not be issued a load ticket until:

- The tailgate is secured to prevent debris from falling out of the truck while in route to disposal site
- Trimming of overhanging limbs and debris from around the truck or trailer is complete. This includes debris protruding from the truck bed that may pose a risk of utility line damage. (Actual height depends on local line installation height)
- The debris hauling container is loaded as completely (fully) as safely possible

Once the load ticket is issued, the truck driver will safely move the vehicle out of the loading zone and into normal traffic flow in route to the disposal site or to a Temporary Debris Management Site (TDMS).

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.

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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 Ormond 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.

"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

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 Ormond Beach to identify and secure suitable locations. Specific Site Plans will be developed for each DMS either upon activation or upon request by the City, and will be in compliance with FEMA 325 regulations for site plan development. Once site selection is approved by the appropriate Debris Managers, CrowderGulf will perform baseline environmental testing protocols as required and will obtain any required special permits and environmental permissions. All costs associated with the preparation, operation, and restoration of DMSs is included in CrowderGulf's pricing structure for the contract.

Site selection should be based on the following criteria:

- Ownership
- Potential for Land Lease Agreements
- Size
- Location
- Environmental and historic concerns (baseline study findings)
- Required Permits

DMS Design and Operational Features

The information gathered during the baseline data collection becomes important to the design of the site. The efficiency and the overall success of the DMS operations are determined by how the site is designed.

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

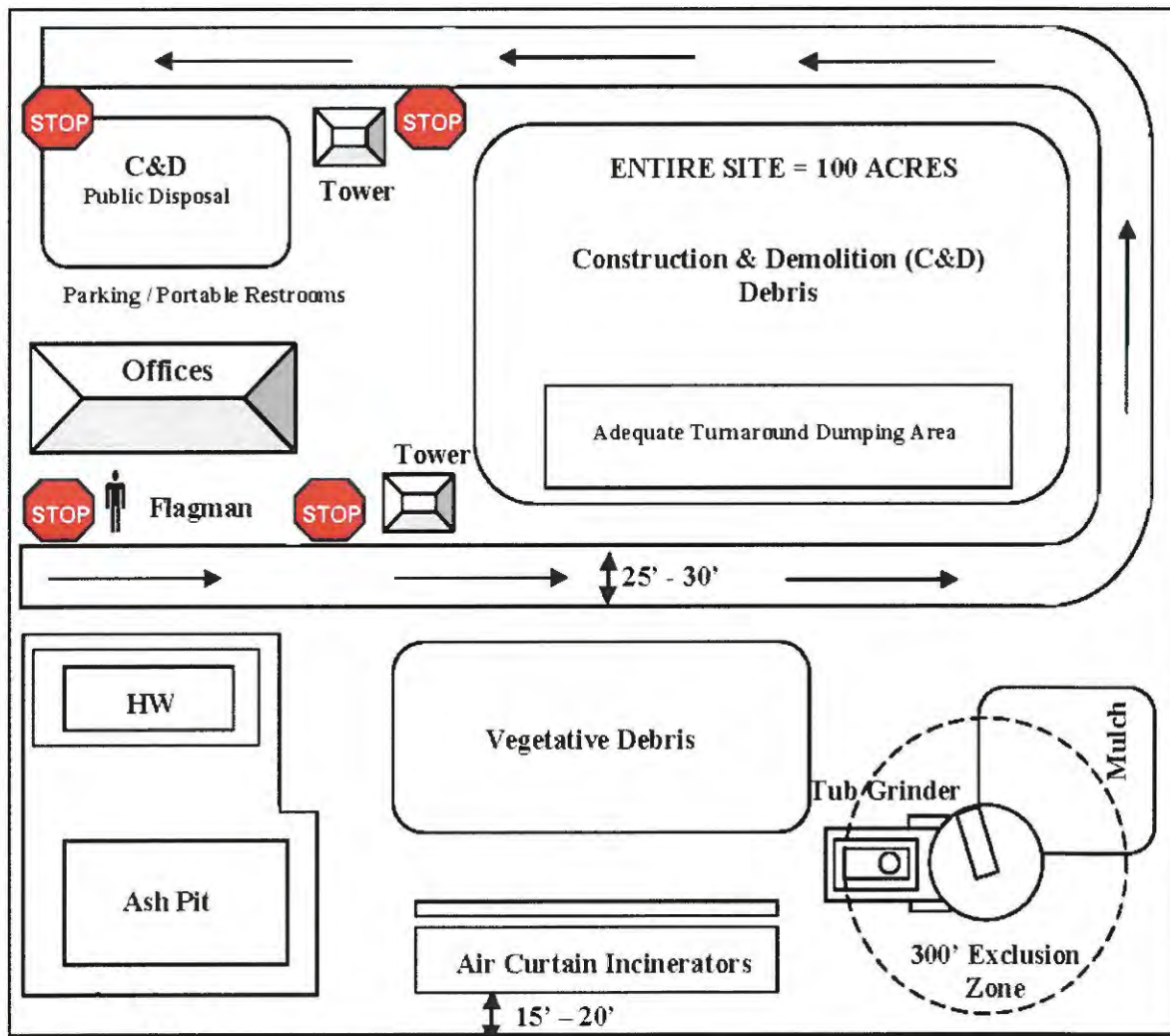
- Portable toilet facilities will be conveniently located to serve the inspection towers, crews working on the site, and office facilities
- Perimeter chain-link fencing, erosion and sediment control fencing, and other necessary drainage control methods
- Site traffic flow will provide for orderly movement of vehicles and equipment to avoid crossing traffic lanes with the construction of two entrances/exits with lockable gates
- At the request of the City of Ormond Beach, the DMS(s) may be restricted to City and Contractor vehicles only
- Safe and ready access of fire safety and rescue equipment will be provided to all functional sections of the site and to debris stockpiles
- A Safety Zone of at least 200' will be established around the grinder
- Air Curtain Incinerator (ACI) or Open burning safety zone will be established and will be 1,200' from any structure (other than inspection tower) and no less than 250' from any other pile or type of debris on site
- Ash storage pit will be adjacent to ACI units
- Compacted crushed rock and/or mulch will be used on ingress/egress road surfaces
- Designated personnel parking area for 30 vehicles will be established
- Space for two 12'x50' office trailers will be established
- Development of a lined Hazardous Materials Containment Area surrounded by a berm
- Two vegetative debris piles for grinding operations
- Sufficient area for chip piles to minimize pile height to prevent spontaneous combustion
- C&D debris area will be separate from other debris areas
- Adequate area maintained at each site for truck maneuverability and a level stable surface for equipment to complete the dumping process
- Site orientation will provide for ACI operations and grinding operations to be located downwind from offices and inspection towers (i.e., prevailing winds will be considered when setting up site)
- If necessary, separate areas/sites for the public to use for dumping vegetative and C&D debris will be provided. Depending on the process prescribed for allowing this, a separate tower may be required to facilitate accounting for the material entering the public section. If off site citizen collection areas are developed in accordance with the City's Debris Management Plan, CrowderGulf will remove debris from those sites on a regular basis as directed by the City's Project Manager.

DMS Site Plan

A DMS Plan will be prepared to a scale of 1" = 50'. The Task Order specific Management and Operations Plan will be updated to include the Site Management Plans for all DMSs and Disposal Sites operated by CrowderGulf. The DMS Plan will display such functions as:

- Access to the Site
- Site Preparation – clearing, erosion control, and grading
- Traffic Control
- Site Security, Safety and Segregation of debris storage areas
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection towers
- Location of incineration operations and chipping operations
- Location of existing structures or sensitive areas requiring protection
- Household Hazardous Waste (HHW) or Hazardous, Toxic and Radioactive Waste (HTRW) storage
- A detailed list of equipment
- Sanitation facilities

The general site plan shown below will be modified to fit the needs of each specific DMS and will incorporate all specifications addressed in the FEMA 325 and all local, state and federal regulations and requirements.

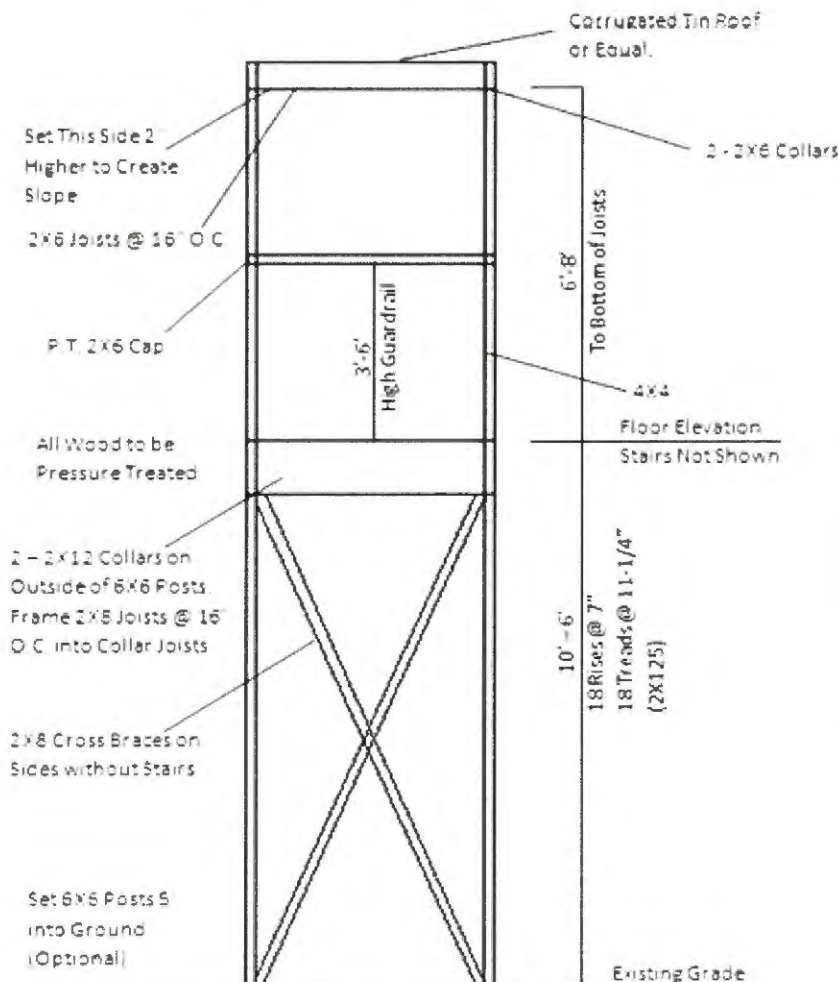


Inspection Towers

At no cost to the City of Ormond 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

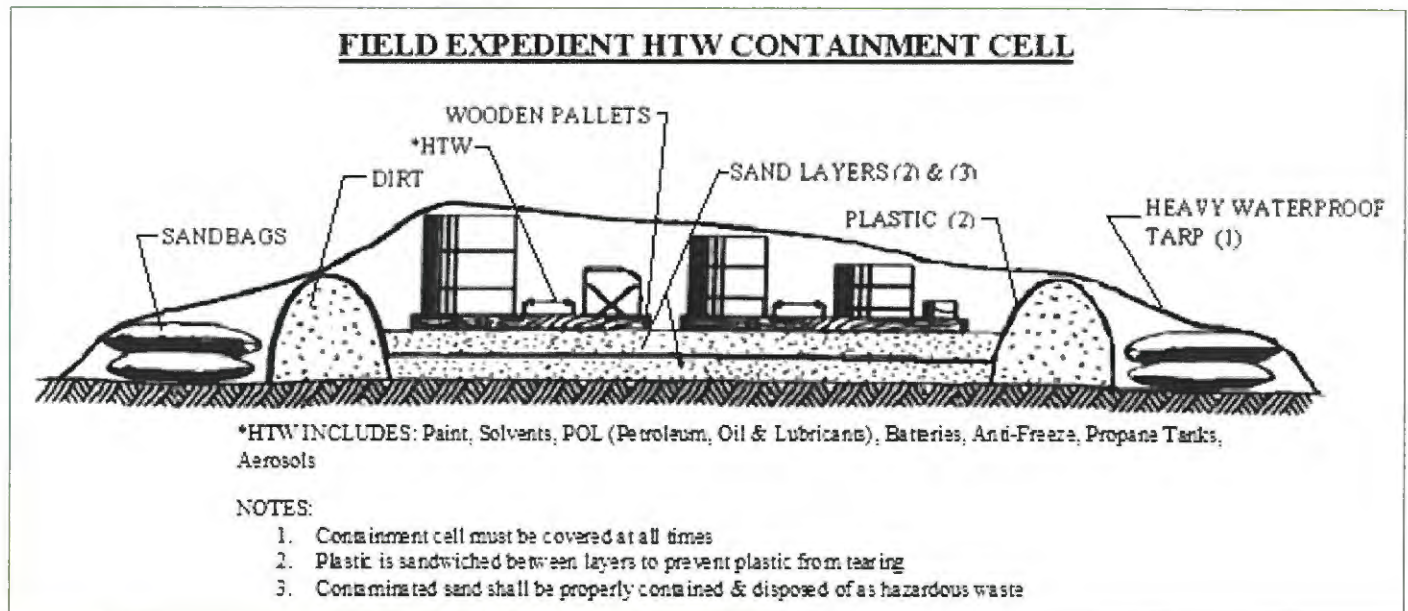


Hazardous Materials Containment Area

In accordance with FEMA 325 specifications, CrowderGulf will construct an area designed for the temporary storage and confinement of hazardous material. Material deposited into this facility will be inventoried and stabilized. Any leaking containers will be placed in "over pack drums". A well-marked, defined and enforced NO SMOKING area will be established within 200 feet of this area.

Minimum Design Criteria for the Hazardous Materials Containment Area:

- 30'x 30' in size, the perimeter lined with hay bales staked in place
- Water proof liner or plastic ground protection cove
- Rain and snow cover for the entire area



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.

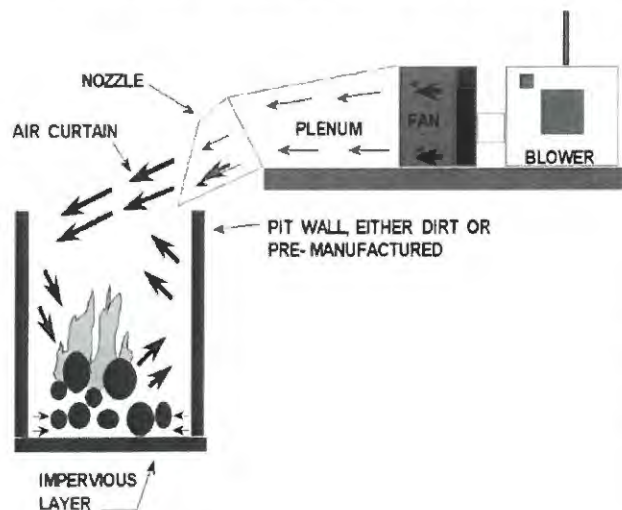


CrowderGulf is very experienced with chipping/grinding debris and has used this method in the majority of our disaster contracts for the past ten years. When grinding/chipping is utilized as the reduction method, all safety and compliance regulations are enforced throughout the operation.

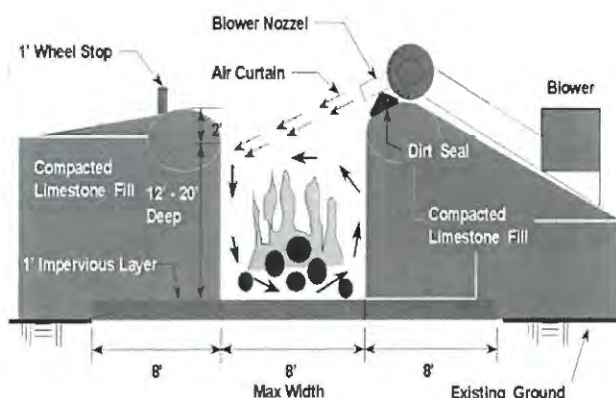
- **Incineration**

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.

Overview of an Air Curtain Operation



Air Curtain Pit Burner



A setback of at least 100' will be maintained between the debris piles and the incineration area. There will be a buffer of 1,000' between the incineration area and the nearest building in order to create a zone for emergency vehicles, if needed. The fire will be extinguished two hours before anticipated removal of the ash mound. The ash mound will be removed before it reaches two feet below the lip of the incineration pit. To prevent explosions, hazardous or contaminated flammable material will not be placed in the pit. Finally, fencing and signage are simple and effective means to keep the public away from the incineration area. The CrowderGulf **Environmental Protection Plan** 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 Time Lines

The following Debris Reduction Plan Time Line provides an overview of tasks and identifies both the management personnel responsible and the time frame within which each task shall be completed.

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DEBRIS REDUCTION PLAN TIME LINE	
TASK	TIME FRAME (from NTP)
Conduct requirements assessment of damaged area for DMS	Within 24 hrs.
Develop DMS according to Management Plan, including rd. construction, erosion control, portable office & toilet facility	Within 48 hrs.
Construct observation platform per FEMA requirements	Within 48 hrs.
Construct grinding, burn pit, ash storage & hazardous waste storage areas	Within 48 hrs.
Determine the number of burners &/or grinders/chippers required per site	Within 48 hrs.
Ensure Hazardous Waste Plan in place	Within 48 hrs.
If burning is permitted, begin construction of burn pits	Within 48 hrs.
Complete installation of burners	Within 72 hrs.
Secure permits & transport grinders/chippers to designated reduction areas	Within 72 hrs.
Set up grinders/chippers	Within 72 hrs.
Maintain records of hours worked for operators, location worked, repairs, etc.	Daily
Ensure maintenance of burners &/or grinders/chippers	Daily
Make dumpsite adjustments	Daily
Provide daily operations reports to Project Manager & City Rep	Daily
Inspect DMS operations for safety & quality control monitoring	Daily & periodically
Handle storage & disposal of hazardous waste	As required
Restoration of site upon project completion to City's specifications	Upon completion of project
Provide for demobilization of equipment	Upon completion of all tasks

Basic Debris Reduction Crews		
Personnel / Equipment	Task Responsibility	Number per Crew
DMS Reduction Project Mgr.	Supervise set up & daily ops of debris reduction site; Ensure all safety regulations enforced	1 / Site
Day Foreman	Monitor incoming trucks, direct separation of materials; Supervise reduction crews; Monitor for safety regulations being followed and report infractions to Foreman	1 / Site
Night Foreman (if burning)	Supervise crews & secure site; Monitor safety regulations & report infractions to Foreman	1 / Site
Spotters	Monitor incoming debris types; Ensure drivers drop loads in proper locations at stockpiles; Direct clean loads of recyclable material to storage areas; Follow all safety requirements & report any infractions to Foreman	2 - 4 / Site
Flagmen	Direct flow of incoming & outgoing trucks at site; Follow all safety requirements & report any infractions to Foreman	2 - 4 / Site
Laborers	Separate recyclable materials from incoming debris & move it to designated storage areas; Assist other workers with debris separation	2 - 4 / Site
Tower Monitor	Check all ticket copies for legibility & accuracy; Alert monitor writing tickets of errors; Monitor for safety infractions & report to Foreman	1 / Site
Water Truck w/spray nozzles & high pressure hose	Spray nozzles used for dust control; High pressure for hose for fire control	1 / Site
Road Grader w/Operator	Maintain rds. & site	1 / Site
Onsite Fuel & Oil Storage Tanks	Replenish equipment as needed	2 - 4 / Site
Track Hoe w/grapple w/Operators	Build burn pit according to Ops Manual; Clean ash from pits & pile in designated areas; Supply debris to burn pit & grinder	2 - 4 / Site
Bulldozer &/or Rubber Tire Loader w/Operator	Stockpile material; Push debris with Trackhoe	2 - 4 / Site
Burner Technician / Mechanic	Initial burner set-up; Assist starting fires according to Ops Manual; Daily maintenance & care of burner & loader equipment	1 / Site when burning
1000-1200hp Tub or Horizontal Grinder	Grind vegetative debris	1 / Site when grinding
Grinder Operator	Fuel tub grinder & control grinder operation.	1 / Grinder

Debris Disposal

Final disposition of the products of debris reduction will be made in accordance with instructions from the City and in keeping with all federal, state and local laws.

Vegetative Debris

Based on the City's decision, all vegetative debris will be ground or burned. If ground, the reduced vegetative mulch will be hauled to a properly permitted final disposal site in accordance with all local, state and federal regulations. If vegetative debris is burned, the ash will be hauled to a properly permitted final disposal site. In past disasters we have also recycled the clean ash as fertilizer on farm land. We will properly recycle mulch and ash to the greatest extent possible and within permitted regulations.

Construction and Demolition Debris

All C&D material shall be disposed of in facilities approved by the City of Ormond Beach in accordance with all federal, state and local laws.

Specialty Debris

CrowderGulf's supervisory personnel are experienced in identifying and assessing potential problems imposed by specialty debris including **abandoned vehicles and vessels, wet marine debris, white goods and electronic wastes, hazardous materials and waste, bio-hazardous wastes, dead animals, and hazardous trees and stumps**. As mentioned above, CrowderGulf works in conjunction with all federal, state and local regulatory agencies and strictly follows all regulatory guidance. If removal and disposal is beyond the area of our expertise, we will use Garner Environmental Services (www.garner-es.com), a highly qualified and licensed Hazmat contractor, to remove and dispose of any such materials.

Debris Recycling Plan

Based on the debris management goals and objectives of the City of Ormond Beach, CrowderGulf will implement debris recycling programs as marketing opportunities allow. When recycling is feasible, CrowderGulf will monitor procedures to ensure that the recycling contractors comply with local, tribal, state and federal environmental regulations. Any reimbursement for recycled material will be credited or returned directly to the City.

Vegetative Debris

The vast amount of vegetative debris produced by a natural disaster creates a real recycling challenge. We will make maximum efforts to recycle all organic material. Experience has taught us that it will still require freight cost and tipping fees, but recycling is still the best option as opposed to using up valuable landfill space.

Specifically, our plan involves the following:

1. Debris crews will be encouraged to cut tree trunks into 8' or longer lengths for delivery to dump site. Quality logs will be separated and marketed to pulp mills, saw mills, and veneer mills. Timber in the log form is always marketable, and depending on quality can be transported to market even if the markets are relatively far away.
2. Stumps usually have large quantities of dirt attached, which contributes to the low quality of fuel chips. Stumps will be split and burned if burning is permitted. If burning is not permitted split stumps will be ground and resulting chips will be kept separate.
3. Limbs, twigs, short blocks and inferior logs will be ground or burned. To reduce contamination of chips with dirt, care will be taken to use rubber-tire loaders with rakes and track hoes with grapples.
4. Every effort will be made to move chips to organic fuel users in a wide area. CrowderGulf will begin moving chips as soon as possible to prevent the buildup of massive chip piles that create a potential fire hazard.
5. CrowderGulf has contacts with major paper mills, sugar mills, and other organic fuel users in the Southeast. Once CrowderGulf is awarded a contract, we will work to get tentative agreements with users who are in close proximity.
6. If local laws and regulations permit, CrowderGulf will secure land in a rural area(s) as close as possible to our chipping operations. Chips unfit for fuel or chips surplus will be piled on the property, mixed with ash from burning operations that has been tested and free of contaminants, and turned periodically to produce quality marketable compost suitable for landscaping use or applications to farm land.

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City of Ormond Beach, FL**

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 Ormond Beach.

Site Closure and Restoration

Upon completion of debris reduction operations, all DMSs will be restored to pre-existing conditions. All equipment, inspection towers, and any other temporary buildings will be removed. Burn pits will be returned to existing grade. Ash will be tested for contaminants before being taken to a disposal site. Any unburned or chipped materials will be hauled to an appropriate facility. Separated metals, plastics, white goods or other materials and types will be recycled as required by contract or regulations. Site reclamation / remediation will be billed back to the client at a pass through cost. In addition, if groundwater and / or soil testing is required, these items will be billed to the client at as pass through cost. A final site inspection will be conducted by City authorities and any discrepancies will be corrected.

All work, including site restoration and closeout will be concluded within 30 calendar days of notice from the City that the last load of debris has been delivered.

➤ Documentation and Reimbursement

CrowderGulf has 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 325 requirements are followed and serve as the foundation of our documentation and accounting systems.

Documentation for Debris Hauling

In an effort to maximize accuracy of accounting, CrowderGulf utilizes the following system of project controls:

Phase 1 - Truck Certification

All debris hauling trucks are certified in accordance with FEMA 325 regulations. Part of the certification procedure includes truck safety checks. Any trucks not meeting the safety requirements will not be certified until infractions are remedied.



**POMER
GULF**
SINCE 1982

Truck / Equipment Certification Form

utilizes

NOTE: Complete certification information described that, if any of the answers are no, do not verify the investigation.

Critical Certification Information

Assigned Truck Number: 00100

Truck Type: _____

Roll Container: _____

License Plate Number: _____

Driver's Name: _____

Inspected by: _____

Inspected Date: _____

Registration Checklist

- Is the truck being used for the purpose of the investigation? ☐ Yes ☐ No
- Does the vehicle have a valid registration and title? ☐ Yes ☐ No
- Does the vehicle have a valid license plate and valid insurance? ☐ Yes ☐ No
- Does the vehicle have a valid inspection? ☐ Yes ☐ No

Weight / Measurement Record

WEIGHT

Item	Weight	Unit
1. Empty Truck		
2. Full Truck		
3. Empty Container		
4. Full Container		
5. Empty Trailer		
6. Full Trailer		
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WEIGHT

Item	Weight	Unit
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2. Full Truck		
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Documentation procedures include:

- Measuring the interior dimensions of all debris hauling truck beds to determine the measured cubic yard capacity
- Safety and insurance requirements check is part of the certification process
- The City's representative, CrowderGulf and the driver will each retain a copy of the completed *Truck Certification Form*
- All equipment are affixed with placards displaying the owner's name, equipment number and certified capacity
- A Capacity Certification Log is maintained in the field as a quality control tool
- All tower inspectors are provided with a current Capacity Certification Log to enforce the integrity of the valid documentation against the truck placard

Phase 2 - Debris Load Ticket Completion

The term "load ticket" refers to the primary debris-tracking document that records the transport of debris from the original collection point to the DMS or final disposal site. By positioning the debris monitors at each point of the operations (collection, DMS and/or final disposition), the eligible scope of work can be properly documented.

This process includes the following procedures:

- Completion of a multi-part *Debris Load Ticket* for each truckload of debris
- City representative(s) at the loading site(s) will inspect each loaded truck, legibly and accurately record the required information on the ticket and provide the debris hauler with a partially completed ticket
- City representative(s) at the temporary or final disposal site(s) inspection tower take the ticket from the driver and complete the disposal information
- City representative(s) retain the original completed ticket and a copy is provided to the driver and a CrowderGulf representative
- CrowderGulf representatives collect ticket copies and perform the first of many quality control checks
- CrowderGulf field office personnel process the tickets sending electronic copies to the Home Office for additional quality control checks, data entry and storage

Accurate completion of these two phases of quantitative and descriptive debris information is imperative for cost reimbursement and contractor invoicing. When electronic ticketing is used, the above procedures are slightly modified according to the firm acquired, while still maintaining the same quality of information and satisfying requirements.

Documentation of Special Projects

There are usually several additional recovery projects besides ROW debris removal and disposal that are required in order to address geographically unique storm damage. Each project is preceded by a specific task order to serve as a formal request to proceed with the project. The Task Order outlines the parameters of the project and establishes the pay rates associated. Detailed documentation that meets FEMA 325 requirements will be kept for each project.

Data Management

CrowderGulf utilizes a comprehensive and seasoned data collection and storage process with all projects. Regardless of whether electronic (ADMS) or paper ticketing documentation is used by the City or representative, CrowderGulf easily adapts data capturing procedures to accommodate all requirements. CrowderGulf's database is specifically designed to capture and track quantitative and descriptive debris data for the entire project while storing ticket images for reconciliation support and audit documentation support.

Here is an example of the CrowderGulf database and document capture capability:

Load Ticket Form

Debris Load Ticket Form

7/21/2020 2:16 PM

Dump All Documents

% CY Ticket

Ticket Number: 50134-20181029085927

Disposal Date: 10/29/2018

Load Information

Truck No: 2064

Sub-Contractor: Gaston

Load Time: 8:59 AM

Project: 10-Bay Co

Disposal Information

Disposal Site: Bay Co - Frankford Rd DMS

DebrisType: Veg

Disposal Time: 9:20 AM

Truck Cap: 115

% Load: 70

Calc Load: 80.5

Scale Ticket No:

Tons: 0

Time: 1 pm - 1300 3 pm - 1500 5 pm - 1700 7 pm - 1900

2 pm - 1400 4 pm - 1600 6 pm - 1800 8 pm - 2000

Comments:

Administrative Use Only:

Document: \\CG-FS1\Imaging\Access\0004F0DF.

Attach Remove

EnteredBy: ANB

Get Next Document

Finished

FWMA Road

STORM

strategic tracking of recovery material

Cubic Yard Load Ticket

Ticket Number: 50134-20181029085927

Project Number: 10

Project Name: Bay County

Hauler Information

Truck Placard ID: 2064

Load Information

QC Monitor ID: 50134

Latitude: 30.19807

Longitude: -85.69269

Date/Time: 10/29/18 8:59 AM

Disposal Information

Site Name: Bay Co - Frankford Rd

QA Monitor: Robert Jackson

Date/Time: 10/29/18 9:20 AM

Debris Type: c&d

Max Capacity: 115.0

Percent Full: 70%

Calculated Quantity: 80.5

Authorized Signature



Contractor Copy

Technology has made documentation, reconciling and invoicing a more efficient, transparent process that can help expedite FEMA reimbursement. However, the technology is only as good as the people using it. CrowderGulf has capable, well-trained personnel with the commitment to ensure functionality and accurate information on a continuous basis. CrowderGulf has these qualified, committed personnel full-time throughout the year ready to provide documentation support even years after the project is complete.

Monitoring Companies and Electronic Ticketing

CrowderGulf has vast experience working with several monitoring companies and are familiar and compatible with their programs, processes and procedures. It is important that to the Client that CrowderGulf and Client representative (i.e., monitoring company) establish and maintain a positive and professional rapport throughout the project. This is necessary in order for the communication flow to be open with the central focus of making sure all documentation for eligible work is accurate and complete.

Reports and Information

Reports display tracking of debris through work completed to aid and support ongoing project planning. CrowderGulf has the capability and know how to conform reports to the unique specifications of any project or even portions of a project. Reports can be developed quickly to capture specific City requested data. These reports serve as a valuable tool to everyone in decision making throughout the recovery process.

We can provide the City with the following daily and weekly reports (at a minimum):

- Total cubic yards hauled
- Total cubic yards of vegetative debris hauled
- Total cubic yards of C&D debris hauled
- Total cubic yards of Stump debris hauled
- Total leaners or hangers cut
- Total cubic yards of mulch debris hauled
- Total cubic yards hauled to each DMS

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City of Ormond Beach, FL

- Other customized reports as requested

Reports may be provided in Excel format, Word format or PDF format.

CROWDERGULF DEBRIS MANAGEMENT Debris Removal Daily Debris Removed Report Bay Co. FL						FEMA-DR-4399-FL Hurricane Michael		
DEBRIS REMOVED ON 12/22/2018			REPORT DATE			Tuesday, July 21, 2020		
Date	Truck #	Delivered To	Debris Type	Capacity	% Load	Load (CY)		
12/22/2018	50116-20181222068058	2038	Bay Co - Pete Edwards DMS	Vec	71.00	90	63.90	
12/22/2018	50116-20181222068120	2039	Bay Co - Pete Edwards DMS	Vec	69.00	70	48.30	
12/22/2018	50116-20181222074743	2038	Bay Co - Pete Edwards DMS	Vec	71.00	78	55.25	
12/22/2018	50116-20181222074822	2039	Bay Co - Pete Edwards DMS	Vec	69.00	50	34.50	
12/22/2018	50116-20181222090938	2038	Bay Co - Pete Edwards DMS	Vec	71.00	80	50.60	
12/22/2018	50116-20181222091008	2039	Bay Co - Pete Edwards DMS	Vec	69.00	65	44.85	
12/22/2018	50116-20181222104607	2038	Bay Co - Pete Edwards DMS	Vec	71.00	70	49.70	
12/22/2018	50116-20181222104632	2039	Bay Co - Pete Edwards DMS	Vec	69.00	55	37.95	
12/22/2018	50149-20181222062737	2016	Bay Co - Pete Edwards DMS	Vec	76.00	60	50.80	
12/22/2018	50149-20181222062799	2017	Bay Co - Pete Edwards DMS	Vec	72.00	65	46.80	
12/22/2018	50149-20181222071228	2016	Bay Co - Pete Edwards DMS	Vec	76.00	80	56.80	
12/22/2018	50149-20181222071250	2017	Bay Co - Pete Edwards DMS	Vec	72.00	75	54.00	
12/22/2018	50149-20181222074658	2016	Bay Co - Pete Edwards DMS	Vec	76.00	70	53.20	
12/22/2018	50149-20181222074722	2017	Bay Co - Pete Edwards DMS	Vec	72.00	60	43.20	
12/22/2018	50149-20181222084647	2016	Bay Co - Pete Edwards DMS	Vec	76.00	80	56.80	
12/22/2018	50149-20181222084708	2017	Bay Co - Pete Edwards DMS	Vec	72.00	70	50.40	
12/22/2018	50149-20181222093947	2016	Bay Co - Pete Edwards DMS	Vec	76.00	65	54.60	
12/22/2018	50149-20181222094004	2017	Bay Co - Pete Edwards DMS	Vec	72.00	75	54.00	
12/22/2018	50149-20181222105120	2016	Bay Co - Pete Edwards DMS	Vec	76.00	70	53.20	
12/22/2018	50149-201812221105141	2017	Bay Co - Pete Edwards DMS	Vec	72.00	50	36.00	
12/22/2018	50149-201812221110613	2016	Bay Co - Pete Edwards DMS	Vec	76.00	65	54.60	
12/22/2018	50149-201812221116534	2017	Bay Co - Pete Edwards DMS	Vec	72.00	70	50.40	
12/22/2018	50615-20181222062607	2279	SC HO CG Steel Field	C&D	100.00	95	95.00	
12/22/2018	50615-20181222063601	2283	SC HO CG Steel Field	C&D	105.00	95	99.75	
12/22/2018	50615-20181222064450	2285	SC HO CG Steel Field	C&D	95.00	95	90.25	
12/22/2018	50615-20181222064717	2286	SC HO CG Steel Field	C&D	110.00	95	104.50	
12/22/2018	50615-20181222070302	2284	SC HO CG Steel Field	C&D	100.00	95	95.00	
12/22/2018	50615-20181222070328	2274	SC HO CG Steel Field	C&D	94.00	95	89.30	
12/22/2018	50615-20181222072310	2276	SC HO CG Steel Field	C&D	94.00	95	89.30	
12/22/2018	50615-20181222072630	2277	SC HO CG Steel Field	C&D	100.00	95	95.00	
12/22/2018	50615-20181222074019	2257	SC HO CG Steel Field	C&D	113.00	95	107.35	
12/22/2018	50615-20181222078454	2273	SC HO CG Steel Field	C&D	95.00	95	90.25	
12/22/2018	50615-20181222081028	2237	SC HO CG Steel Field	C&D	101.00	95	95.95	
12/22/2018	50615-20181222082609	2236	SC HO CG Steel Field	C&D	102.00	95	96.90	
12/22/2018	50615-20181222091647	2279	SC HO CG Steel Field	C&D	100.00	95	95.00	
12/22/2018	50615-20181222093858	2286	SC HO CG Pr FDS	MULCH	110.00	95	104.50	
12/22/2018	50615-20181222095256	2274	SC HO CG Pr FDS	MULCH	94.00	95	89.30	
12/22/2018	50615-20181222100330	2284	SC HO CG Pr FDS	MULCH	100.00	95	95.00	
12/22/2018	50615-20181222100614	2237	SC HO CG Pr FDS	MULCH	101.00	95	95.95	
12/22/2018	50615-20181222101807	2277	SC HO CG Pr FDS	MULCH	100.00	95	95.00	
12/22/2018	50615-20181222102448	2236	SC HO CG Pr FDS	MULCH	102.00	95	96.90	
12/22/2018	50615-20181222103813	2278	SC HO CG Pr FDS	MULCH	94.00	95	89.30	
Bay Co. FL						Daily Cu Yds		
Loads this Report: 42						Avg. Load Factor: 82.6		
						3,051.55		

Reconciliation and Invoicing

An important aspect of the documentation process is the reconciling of all the truck certifications and load tickets prior to invoicing. CrowderGulf has earned a solid reputation with clients and monitoring firms by working closely with them to ensure that data reconciling is completed before invoicing. Whether reconciling with a monitoring company or with our clients direct, our database has all the information needed to expedite this process.

After reconciliation is complete, it is time for invoicing. All invoices are fully supported by load tickets and other required documentation. CrowderGulf is very flexible in generating invoices. Invoices can be provided in different ways such as a dollar amount limit per invoice, designated work period on an invoice (i.e. one week per invoice) or single task invoices. CrowderGulf strives to accommodate by adapting to preferred formats and preferences.

Having reconciled the data prior to invoicing makes the invoicing documents easier to read from FEMA's standpoint and speeds up the audit or reimbursement process. Schedules for invoicing are usually outlined in the contract. Many times, due to the severity of the disaster and the available resources by the City the payment schedule may be modified to allow more time to pay the invoices. CrowderGulf is able to accommodate these situations due to our strong financial stability.

Documentation Maintenance

CrowderGulf maintains all documentation for a period of at least 7-10 years, depending on the requirements. All tickets and truck certifications, task orders, and any other pertinent documentation are kept in both hard copy and electronic format. Having all documents in an organized electronic file allows for easy access if and when FEMA audits the work.

FEMA Requirements and Assistance in the Reimbursement Process

CrowderGulf works closely with all regulatory agencies to assure minimum issues in our disaster management efforts. Over the past 20 years, **98%** of CrowderGulf's work has been with Cities, Counties, States and Agencies that received reimbursement from FEMA under the Public Assistance (PA) Reimbursement Program. As a result of our success in documenting all aspects of the debris management process to support reimbursements, CrowderGulf has established itself as one of the most respected debris contractors in the United States.

CrowderGulf's former FEMA Directors, Emergency Managers and FEMA trained Debris Specialists are available to assist in complying with FEMA guidelines and completing all documentation required by FEMA, FHWA or the Office of Inspector General. **Our Staff is well versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327).**

CrowderGulf will share its knowledge and experience concerning reimbursement matters. The goal is to obtain maximum reimbursement by utilizing extremely accurate record keeping and exacting quality control measures. Specifically, CrowderGulf will assist the City with the following:

- Developing Project Worksheets
- Estimating debris volumes for initial damage assessment
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process
- Reviewing all records to assure that they meet federal and state reimbursement guidelines
- Providing various levels of training for City employees
- Documenting all facets of work to support the claim process
- Maintain all documents for 7-10 years

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
- Florida Department of Health
- Florida Department of Transportation

"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*

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

FEMA's SRIA program is intended to increase the effectiveness of debris removal by providing incentives to sub grantees (counties/municipalities) who take advantage the program. CrowderGulf's Management Team are very experienced in working within the guidelines of FEMA's Public Assistance program. Currently, FEMA has removed the majority of the initiatives that made up the Alternative Procedures for Debris Removal Pilot Program however, FEMA continues 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	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

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 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. For example, if our Client is preparing their own session and would like CrowderGulf to prepare material for discussion for a particular time slot, material such as handouts and PowerPoint presentations are created to present to the attendees based on the discussion topic provided by the Client. This type of involvement is usually requested by Clients who have knowledgeable staff who are experienced in the debris removal process and only need a quick overview of a particular topic.

CrowderGulf also provides a more in depth session for the Clients who need training and plan development specific to their geographical location. CrowderGulf is experienced in assessing the needs of each Client and providing the knowledge and training needed for a successful event. In these situations, CrowderGulf provides in depth training and plan development through PowerPoint presentations, handouts and table top exercises. During the in depth training and planning sessions, CrowderGulf can offer assistance in helping the decision makers make informed decisions regarding such things as DMS needs and locations, City disaster debris team members and their roles, whether it is in the best interest of the Client to acquire a monitoring firm, and identifying any other concerns that may not have been previously identified.

➤ Subcontracting

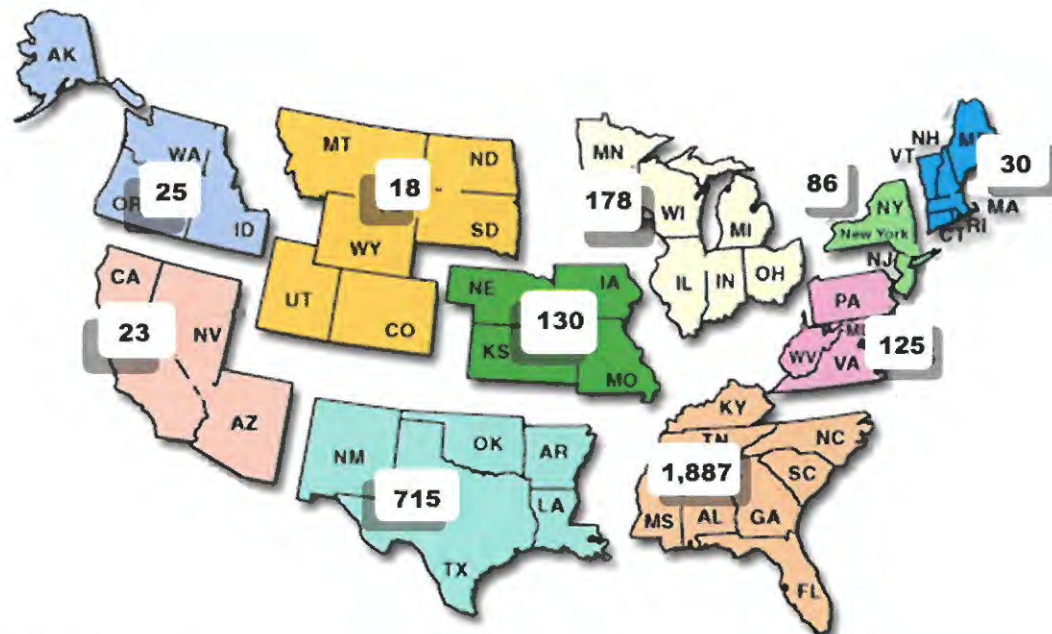
It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in **compliance with 44 CFR 206.10**. Per Client compliance requirements under **44 CFR 13.36(e)**, CrowderGulf, as Prime Contractor, will take all affirmative steps required to assure that minority firms, women's business enterprises, and labor area surplus firms are used when possible.

In addition, we maintain a national subcontractor **database of over 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.

"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*

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.

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.

2021 Potential FL Region 5 Subcontractors	Address	City	ST	Zip	SmBus	MWBES
4 Jays Land Services, Inc.	74 Spring Vista Dr, Ste 100	Debarry	FL	32713	1	
5B Land Clearing & Hauling	6504 Salerno Rd	Fort Pierce	FL	34951		1
A & C Land Development, Inc.	3573 Romea Circle	New Smyrna Beach	FL	32168	1	
A & M Contracting, Inc.	2701 Packard Ave	Oviedo	FL	32765	1	
A Environmental & Recycling Services, Inc.	217 East Plymouth Ave	Deland	FL	32724	1	
A-1 Tractor Service	5835 Boggs Ford Rd	Port Orange	FL	32127		
ABC Landclearing & Development, Inc	1130 Peachtree St.	Cocoa	FL	32922	1	2
Above All Tree Service, LLC	30351 Redtree Dr	Leesburg	FL	34748	1	1
Above and Beyond Landscaping	P.O. Box 975	Palm City	FL	34991	1	
Absorbent & Safety Solutions	1917 Booth Circle, Ste 131	Longwood	FL	32750	1	
Ace Staffing Unlimited Inc.	16214 CR 448	Mt. Dora	FL	32757	1	1
All Builders Debris Removal & Restoration, LLC.	1301 W. Fairbanks Ave.	Winter Park	FL	32789	1	
All Clear Site Prep	5755 SW Savage Street	Palm City	FL	34990	1	
All Clear Tractor Service	5755 Savage St	Palm City	FL	34990	1	
All Done Site Services, Inc	111 E Muriel St	Orlando	FL	32806	1	
All For You Landscape & Maintenance, Inc.	3475 Old Edwards Rd.	Fort Pierce	FL	34981		
All Pro Custom Paint & Pressure Washing, Inc	791 Riviera Dr NE	Palm Bay	FL	32905		
All Refuse Management	8537 mizell dr	Melbourne	FL	32940		1
All Seasons Lawns LLC	156 N Bay St	Fellsmere	FL	32948		
Allied Trucking of Florida	775 S. Kirkman Rd #108	Orlando	FL	32811		
Amax Tree & Land Clearing	124 Wisteria Dr	Longwood	FL	32779		2
American Made Disposal, LLC	5160 SE Dell Stl	Stuart	FL	34997	1	1
AMS Site Work	1790 Hwy A1A #101	Satellite Beach	FL	32907	1	

**RFP # 2021-17 for Debris Removal, Reduction and Recovery
City of Ormond Beach, FL**

2021 Potential FL Region 5 Subcontractors	Address	City	ST	Zip	SmBus	MWBEs
Any & Everything Goes, Inc.	25 E 15th St.	Apopka	FL	32703	1	1
AOW & Associate	P.O. Box 561403	Rockledge	FL	32955		3
Apex Trucking of Edgewater, Inc.	1059 Shadick Dr.	Orange City	FL	32763	1	
Arrowhead Land Clearing	9880 Sidney Hayes Rd	Orlando	FL	32824	1	1
Atlantic Custom Landscapes, Inc.	4995 Conley Place	Fort Peirce	FL	34951	1	
Bach Logistics Inc	401 N 13th Street	Leesburg	FL	34748	1	
Back Forty, Inc.	2418 Sunrise Blvd.	Ft. Pierce	FL	34982	1	3
Balkom Excavating	32834 S.R. 44	Deland	FL	32720	1	
Barnes, Ferland & Associates, Inc. (BFA Envionmental)	1230 Hillcrest Street, Ste. 100	Orlando	FL	32803	1	2
BE Corp	111 Mandrona DR	Eustis	FL	32726	1	
Bell-Morr Excavating, Inc.	28 Silk Moss Ct	S. Daytona	FL	32119	1	
Bender Trucking	P.O. Box 618293	Orlando	FL	32861	1	
Bennett Restoration Corporation	1043 S Hiawassee Rd #3111	Orlando	FL	32835		1
Big League Landscape of Daytona Beach	1533 Harmony Ave	Ormond Beach	FL	32174	1	
Blankenbaker Land Service, Inc.	P.O. Box 193	Ft. Pierce	FL	34954	1	
Blue Bell Landscaping, Inc.	1200 S. Banana River Dr	Merritt Island	FL	32952	1	
Blue Ridge Recovery	5670 Tomoka Ave. P.O. Box 932	Intercession	FL	33848	1	1
Blue Water Dynamics, LLC	308 S. Old Country Rd	Edgewater	FL	32132	1	
Bob Tim & David's Lawn & Landscaping Inc	519 Mill Run DR	New Smyrna Beach	FL	32168	1	
Booker's Land Management	25309 Luke Street	Christmas	FL	32709	1	
Bull Lathrom and Sons Trucking, Inc.		Edgewater	FL	32132	1	
Bunnell's Services	15255 91st St.	Fellsmere	FL	32948	1	
C & C Site Prep	3634 Country Lakes Dr	Belle Isle	FL	32812		
C & W Trucking, Inc.	703 Hennis Rd	Winter Garden	FL	34787		
C.E. Hood Construction	P.O. 691212	Vero Beach	FL	32969	1	
C.E.M Enterprises, Inc.	1757 Benbow Court	Apopka	FL	32703	1	
Carlton's Tree Service	622 SE Essex Dr	Port Saint Lucie	FL	34984	1	
Catfish Development Solutions	119 Balsa Road	Ft. Pierce	FL	34946	1	4
CCI Construction of Brevard Inc.	508 Banyan Way	Melbourne Beach	FL	32951		
CCNK LLC	2145 Avacodo Ave	Melbourne	FL	32935	1	
CCS Corporation	4285 SW Martin Hwy	Palm City	FL	34990	1	
CDI Group USA	2701 Industrial Ave. Two	Fort Pierce	FL	34946		1
CDM Trucking, Inc.	1707 Canova Street, Unit 1	Palm Bay	FL	32909	1	
Cecil Field, Inc	7630 Industrial Rd	West Melbourne	FL	32904	1	
Central Hauling & Excavating, Inc.	1215 Crown Park Circle	Winter Garden	FL	34787	1	1
Charlie's Grading Service, Inc.	1151 Abeline Dr	Deltona	FL	32725	1	
Ciotti's Lawns & More for Life Inc.	5656 Lake Ave	Sanford	FL	32773	1	
Clean Cut Tree Service & Stump Inc.	1968 Aurora Rd	Melbourne	FL	33907	1	
Clear Zone Maintenance	4496 60th Dr	Vero Beach	FL	32967		
Cloer & Son's Landclearing	P.O. Box 1446	Edgewater	FL	32132	1	
Cloud 9 Services	1201 W. Jackson St	Orlando	FL	32805	1	2
Complete Maintenance Care	2191 Spring Lake Circle	Saint Cloud	FL	34771	1	
Cottom's A-1 Sod, Inc	4250 Marion County Rd	Weirsdale	FL	32195	1	
County Line Services, LLC	PO Box 731612	Ormond Beach	FL	32173	1	
Cray Marine Construction	4575 Kissimmee Pk. Rd	St. Cloud	FL	34772		
Cruz Trucking, Inc.	10531 Bronson Rd	Clermont	FL	34711	1	1
CSA International, Inc.	8502 SW Kansas Ave	Stuart	FL	34997		
CST Environmental, LP	11208 Boggy Creek Rd	Orlando	FL	32824		
D & D Tractor & Truck Service, Inc.	403 Ferguson Dr.	Orlando	FL	32805	1	
David Outar Trucking, Inc.	178 Sage Crest DR	Ocoee	FL	34761		
David Stout Handyman	5665 Lancewood DR	Port Orange	FL	32127		
Design Build Engineers & Contractors, Corp	801 N Magnolia Ave, Ste 406	Orlando	FL	32803	1	2
Diversified Ecological Sales & Services, Inc.	379 Perth Ln	Winter Park	FL	32792	1	
Divine Designs, Inc.	1008 Flagler Ave.	Edgewater	FL	32132		
DNM Trucking LLC	327 Eaton St	Maitland	FL	32751	1	2
Double "J" Bobcat Service, LLC	837 SW Duncan Terrace	Port St. Lucie	FL	34953	1	
Double AA Transportation, Inc.	1512 N. Grandview St	Mount Dora	FL	32757		2
Doug Connor, Inc.	P.O. Box 361877	Melbourne	FL	32936		
Downer's Concrete & Construction	6022 Feather Ln	Sanford	FL	32771	1	
Drinkwater & Drinkwater, Inc.	16578 Old Cheney Hwy	Orlando	FL	32833	1	

RFP # 2021-17 for Debris Removal, Reduction and Recovery City of Ormond Beach, FL

2021 Potential FL Region 5 Subcontractors	Address	City	ST	Zip	SmBus	MWBEs
DS Transportation, Inc.	102 Royalty Circle	Sanford	FL	32771	1	1
Dustin Jones Lawn & Landscaping	PO Box 272	Grant	FL	32949	1	
E. D. Ackell Trucking Inc.	1769 SE Madison St	Stuart	FL	34997	1	
East Coast Trees	390 West St	New Smyrna Beach	FL	32168	1	
East Seminole Trucking, Inc.	P.O. Box 822	Geneva	FL	32732	1	
Eastern Security Inc.	5104 North Orange Blossom Trail, Ste 224	Orlando	FL	32810		
EDS Construction Corp	8316 Pine Island Rd	Clermont	FL	34711	1	
Ellis Enterprise, LLC	6513 Abbeydale Court	Orlando	FL	32818	1	
EMC Divers Inc	1248 Turnbull Bay Rd	New Smyrna Beach	FL	32168	1	
Emergency Services 24, Inc.	6703 Mott Ave	Orlando	FL	32801	1	
Enviro-USA	3855 North Highway 1	Cocoa	FL	32926	1	
Evans & Sons Inc.	9687 SE Sharon St	Hobe Sound	FL	33455		1
Excavation Transportation	P.O. Box 740753	Orange City	FL	32774		1
Express Employment Professionals	397 N Wickham Rd	Melbourne	FL	32935	1	1
F & S Land Clearing & Demolition	P.O. Box 621724	Oviedo	FL	32765	1	
First Response Maintenance LLC	20875 Quinn Street	Orlando	FL	32833	1	
Flo-Mac, Inc.	1840 Copenhagen Rd.	Ft. Pierce	FL	34945		
Florida Earth Movers LLC	4043 North Chinook Lane	Ormond Beach	FL	32174	1	
Florida Retrofits, Inc.	2840 Kirby Cir., NE, Unit 3	Palm Bay	FL	32905		
Floridian Outdoor Services, Inc.	8405 Fort Pierce Blvd	Ft. Pierce	FL	34951		
FLP	410 N. Shine Ave	Orlando	FL	32803	1	
Foshee construction Co. Inc.	300 Virginia St	Minneola	FL	34715		
Freddie's Landscaping	390 Warren Ave	New Smyrna Beach	FL	32168	1	
Gama Engineering	2200 N. Forsyth Rd #B4 Dr	Orlando	FL	32807	1	
GEL Recycling Inc	1200 S Leavitt Ave	Orange City	FL	32763		
Glopaq Solutions LLC	3873 E SR 46	Sanford	FL	32771	1	
Go Digga Inc	81 S Elm St	Fellsmere	FL	32948	1	
Green Innovative Solutions Inc (GIS)	737 Sugarfoot Ln	Fruitland Park	FL	34731	1	2
Green Thumb Landscaping, Inc	1085 S. John Rodes Blvd	W. Melbourne	FL	32904	1	
Harrack Trucking and Land Clearing	367 Williams Point Blvd	Cocoa	FL	32926		2
Haulin Dixon LLC	8567 SE Fern St	Hobe Sound	FL	33455		
Hearn Debris Removal, LLC	1426 Lake Dr	Cocoa	FL	32922	1	1
Helping Hand Lawn Care, Inc.	25105 State Rd 46	Sorrento	FL	32776	1	1
Holland Pump Co.	345 Thorpe Rd.	Oriando	FL	32824	1	1
HSA Golden	100 E. Pine St, Siite 605	Oriando	FL	32801	1	
Integrity Lawn Service	110 Mar Len Dr	Melbourne Beach	FL	32951	1	
J & L Hays Inc.	3227 Kumquat Dr	Edgewater	FL	32141	1	
J. Malever Construction Co.	301 Sampey Rd	Groveland	FL	34736	1	
Jarvis Property Restoration	1621 91st Ct	Vero Beach	FL	32966		
JCB Construction, Inc.	800 W. Gore St	Orlando	FL	32805		
JDMF, LLC	1901 Blackwood Ave.	Gotha	FL	34734	1	
Jeannie Labor Cont Inc.	36700 Ranch Rd	Eustis	FL	32736		
Jerry's Tree Service, Inc.	5035 Panther Ln	Mims	FL	32754	1	
JLS Site Development, LLC.	4641 Gilbert St.	Lake Monroe	FL	32747	1	
John and Tom Unlimited, LLC	16877 E. Colonial DR	Orlando	FL	32820	1	
Jr. Davis Construction Co., Inc.	210 S. Hoagland Blvd.	Kissimmee	FL	34741		
Kathy Jakubcin Const WBE	P.O. Box 621833	Oviedo	FL	32762		2
Kessler Hauling Inc	3500s US Hwy 1	Ft. Pierce	FL	34982	1	
Kisner Trucking, Inc.	652 Wisteria Dr.	Melbourne	FL	32901	1	
KNC Site Services, LLC	54545 Astor Transfer Station Rd.	Astor	FL	32102	1	1
Kona Construction & Consulting, LLC	1206 Pawnee Terrace	Indian Harbor Beach	FL	32937	1	
KSI Environmental	PO Box 875	Mims	FL	32754		
L & S of Volusia Inc.	950 Archie DR	Smyrna Beach	FL	32168	1	1
Landpro Outdoors of Central FL, LLC	100 Idyllwild Dr.	Sanford	FL	32771	1	
Larkin Landscape, Irrigation	P.O. Box 255	Clarcona	FL	32710	1	
Lloyd & Johnson Company	2433 Home Again Road	Apapka	FL	32712	1	
LMB Land Clearing LLC	13250 Stetson Rd	Ft. Pierce	FL	34945	1	
LMS Tractor Svcs, LLC	P O Box 94	Seville	FL	32190		1
LNA Maintenance	2403 Royal Palm Dr.	Ft. Pierce	FL	34982	1	
Long Agriculture Service, Inc.	1591 pearce rd.	Polk City	FL	33868	1	

**RFP # 2021-17 for Debris Removal, Reduction and Recovery
City of Ormond Beach, FL**

2021 Potential FL Region 5 Subcontractors	Address	City	ST	Zip	SmBus	MWBes
Lopez Trucking	5516 NW Downs St.	Port Saint Lucie	FL	34986	1	
M&S Services of Florida, Inc.	PO Box 690128	Vero Beach	FL	32969	1	
MAB Trucking	404 Everwood DR	Kissimmee	FL	34743	1	1
Mark W. Rice Inc.	2350 Doyle Rd	Deltona	FL	32738	1	
Marlo Design & Construction, Inc	563 Timbers	Rockledge	FL	32955		1
McCombs Tree Service	P.O. Box 561004	Rockledge	FL	32956	1	
McLane Excavating,Co.	1818 Ronda Ln	Pierson	FL	32180	1	
Michael Smith Inc.	390 Lott St.	Ft. Pierce	FL	34947	1	
Middle River Barge (David Van Nest)	1269 Rockledge Dr	Rockledge	FL	32955	1	
Mid-State Trucking Inc.	5433 Tildens Grove Blvd	Windermere	FL	34786	1	2
Missy & Mossy, LLC.	PO Box 491713	Leesburg	FL	34749	1	2
More Time To Bid	1512 S W Cattail Ct	Palm City	FL	34990	1	
Mr. Restore Services, Inc.	PO Box 690192	Vero Beach	FL	32929	1	
Multi-Trade Contractors Inc	842 Eveningside DR	Cocoa Beach	FL	32922	1	
N.A.C.S.	864-B Washburn Rd	Melbourne	FL	32934		
Nail Farms, Inc.	4430 Nail Farms Rd	Melbourne	FL	32934		
National Storm Recovery, LLC.	203 W. 1st Street	Apopka	FL	32703		
National Waste Management, Inc.	5889 S. Williamson Blvd. #1311	Port Orange	FL	32128		
Native Sun Lawn Service, LLC.	2709 Elm Street	Oviedo	FL	32765		1
Newcomb Enterprises	6749 Lake Winoaa Rd	De Leon Springs	FL	32130	1	
Nicks Bobcat & Demolition Services Inc.	3438 Fairway Ln	Orlando	FL	32804		1
Nicola Transport & Excavating, Inc	413 Tranquille Oaks Dr	Ocoee	FL	34761		1
NSB Outdoors	1231 Canal Street	New Smyrna Beach	FL	32168	1	
O Town Plastering, Inc.	3451 Lust Rd.	Apopka	FL	32703	1	1
Optimum Services, Inc.	16022 SW Warfield Blvd	Indiantown	FL	34956	1	2
Palm Bay Tree Service Inc.	1940 Michels Dr	Plam Bay	FL	32905	1	1
PCPI Services, Inc.	819 S. Lake Jessup Ave	Oviedo	FL	32765		2
Pence Land Materials II, LLC	3160 Dixie Hwy NE	Palm Bay	FL	32905	1	
Phillip Osman Trucking, Inc.	10073 Lake Meadows Rd	Apopka	FL	32703		1
Portable Air LLC	555 S. Industry Rd	Cocoa	FL	32926		
Powell's Lawn & Landscape, LLC.	1303 Windy Bluff Drive	Minneola	FL	34715	1	
Powers Land Grading	215 Buccaneer Ave	Merritt Island	FL	32952	1	
Premier Landscape Solutions of IR, LLC.	6574 33rd Street	Vero Beach	FL	32966	1	
Pro Logistic Transport Inc.	13506 SummerPort Village Pkwy Ste 1029	Windermere	FL	34786	1	
Pro Tree Service	746 Haywood Circle	Sanford	FL	32773	1	
Providence Construction & Development	150 E. 1st Street	Apopka	FL	32707	1	1
R & R Dozer Service	P.O. Box 731438	Ormond Beach	FL	32173		
R Peaden Inc.	1801 Harcourt Dr.	Leesburg	FL	34748	1	1
R.A.C. III, Inc.	5190 Pina Vista DR	Melbourne	FL	32934	1	
R.C. Kirk Equipment Co.	3001 Lionel Rd.	Mims	FL	32754	1	
Rad Jr Hauling, Inc	3681 Ponderosa Dr	Ormond Beach	FL	32174	1	
Raynor Shine	850 Ocoee Apopka Rd.	Ocoee	FL	34761		
Realtree, Inc.	1070 S Wickham Rd	West Melbourne	FL	32904		
Reef Innovations	2415 McMichael Rd	St Cloud	FL	34771		
Rich's Lawn Service and Irrigation LLC	1178 Wilde Dr	Celebration	FL	34747	1	
RLH Construction	PO Box 625	Sanford	FL	32772	1	1
Roberts and Roberts Mgmt. Services, LLC	1969 S. Alafaya Trail Suite 133	Orlando	FL	32828		
RWA Logistics and Brokerage Inc.	3815 N US Hwy #1 Ste 115	Cocoa	FL	32926	1	1
S & S Consultants	24623 Ranch Rd	Astatula	FL	34705		
Samuel & Jorge Macias	4403 Garner Ct	Ft. Pierce	FL	34947	1	
SAW Enterprises, LLC.	7332 Sheridan Rd.	Melbourne	FL	32904	1	
Schuller Contractors, Inc	9125 Parkers Landing	Orlando	FL	32824	1	
Seminole Concrete Pumping	2074 Old Train Rd	Deltona	FL	32176	1	
Shellman Stump Grinding	P.O. Box 616543	Orlando	FL	32861	1	
Siles & Sons, Inc.	8097 Wellsmere Cir	Orlando	FL	32835	1	1
Site Solutions of Central Florida, Inc.	2674 Pemberton Drive	Apopka	FL	32703		1
South Florida Grading	839 S. Kings Hwy	Ft. Pierce	FL	34945	1	
South Florida Land Clearing, Inc.	15701 Orange Ave.	Fort Pierce	FL	34945	1	
Southeast Development and Transportation	2781 Peters Rd B-14	Ft. Pierce	FL	34945		

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2021 Potential FL Region 5 Subcontractors	Address	City	ST	Zip	SmBus	MWBEs
Southeastern Concrete Constructors, LLC.	2930 1st Lane SW	Vero Beach	FL	32968		
Space Coast Debris Removal, LLC	4365 Kumquat St.	Cocoa	FL	32926	1	
Sparkle Brite Disaster Team LLC	201 Grace Blvd	Altamonte Springs	FL	32714	1	
Spencers Nursery Inc.	3345 Henry J. Ave	St. Cloud	FL	34772	1	
SSS Down To Earth OPCO II, LLC	27185 CR 448A	Mount Dora	FL	32757		
Stanley Blackwelder Lift & Tree Service	5616 Old Perkins HWY	Deleon Springs	FL	32130	1	
Statewide Tub Grinding	PO Box 2689	Apopka	FL	32704		
Subtropic Tree Care & Removal	7506 Banyan Street	Fort Pierce	FL	34951	1	
Sun State Trees & Property Maintenance Inc.	295 Lyman Rd	Casselberry	FL	32707	1	
Suncoast Corp	478 East Altamonte Springs, Ste 108-302	Altamonte Springs	FL	32701	1	
Suncoast Property Maintenance, Inc.	931 S.R. 434 #1201	Altamonte Springs	FL	32717		
Sunstate Tree & Landscaping	1130 River Dr., NE	Palm Bay	FL	32905	1	
Superior Bobcat Services, Inc.	PO Box 192	Fellsmere	FL	32948	1	
SWEETS: Crisis & Disaster Solutions, LLC.	8815 Conroy-Windermere Road #371	Orlando	FL	32835	1	2
T & S Professional Rentals LLC	PO Box 1329	Apopka	FL	32704	1	
T.C.'s Lawns & Landscaping, Inc.	675 Camp Rd	Cocoa	FL	32927	1	
Tadajer, LLC (DBA) High Surg Recovery	1170 South Patrick Drive, Unit 1	Satellite Beach	FL	32937	1	
Taylor Maid, Inc.	PO Box 2135	Vero Beach	FL	32961	1	
TE Distributors, Inc.	1942 W. New Hampshire Street	Orlando	FL	32804	1	
Team Waterbury, LLC.	550 Valkaria Rd	Palm Bay	FL	32909	1	
Terrific Turf Lawn Care & Landscaping	5400 Ward Lake Drive	Port Orange	FL	32128	1	
Thompson Contracting Group, Inc.	397 SW Sun Circle	Palm City	FL	34990	1	4
Timber Recovery Inc.	2350 Doyle Rd	Deltona	FL	32738	1	
Tip Top Tree Experts LLC	41711 Lillian Ln.	Weirsdale	FL	32195	1	
Tree Service Express	1766 Canova Street SE	Palm Bay	FL	32909		
Tree Wise Urban Forestry	863 Moonluster Dr.	Casselberry	FL	32707	1	2
Treesmith	2310 Parrish Rd	Titusville	FL	32796	1	1
Triple D Excavating & Trucking Inc	18020 Tuscanoosa Rd	Groveland	FL	34736		1
Trujillo Trucking, Inc	1900 Binnacle St	Kissimmee	FL	34744		1
Tucker's Bobcat Service	620 E University Ave	Orange	FL	32763	1	
Universal Contracting & Construction, Inc	9075 Ellis Rd	West Melbourne	FL	32904	1	1
US Disaster Corps.	1361 Scarlett Trail	New Smyrna Beach	FL	32168		
Walker Miller Equipment Company Inc.	4400 North Orange Blossom Trail	Orlando	FL	32804	1	1
Waterfront Recovery LLC	P.O. Box 561004	Rockledge	FL	32956	1	
West Volusia Concrete, Inc.	1815 East Parkway	Deland	FL	32724	1	
Whitener's Tractor	866 Washington Ave	Orange Park	FL	32065		
Wholesale Kingdon, LLC	2785 LB McLeod Rd., Ste. A	Orlando	FL	32827		1
Winter Garden Grassing, Inc.	532 N Bluford Ave	Ocoee	FL	34787	1	1
					171	89

CrowderGulf Letters of Commitment from Subcontractors

CrowderGulf maintains full compliance with current procurement regulations, specifically **44 CFR 206.10** and **2 CFR 200.321**. Currently, we have subcontracts or Letters of Commitment with interested Subcontractors. Copies of the subcontracts or Letters of Commitment can be provided upon request at contract award. CrowderGulf will continue to solicit local subcontractors including M/WBEs from the local area for potential participants.

In addition to Local and MWBE Subcontractors, CrowderGulf has a group of Major Subcontractors that we have worked with for many of our previous activations. These subcontractors meet all FEMA requirements and we consider them an extension of the CrowderGulf Team. Below is a list of the activations that our Major Subcontractors have been involved with over the past 10 years.

Summary of Major Subcontractor Activations for the past 10 Years with CrowderGulf, LLC

Subcontractor	Storm Event	Work Location
ABC Hauling Services / RAL Services Corp. (Miami, FL) (HaulOuts)	2020 Laura	Lake Charles, LA Dequincy, LA West Lake, LA
	2020 Tornado	Nashville, TN
		Calcasieu Parish, LA Iowa, LA Vinton, LA Chattanooga, TN

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Subcontractor	Storm Event	Work Location	
26 Activations Master Subcontract # 16_915	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	
All Florida Tree & Landscaping (Coral Springs, FL) (PUSH, ROW Hauling, L & H, ROE Hauling, Stumps, Beach/ Sand) 18 Activations Master Subcontract # 12_9	2018 Michael	Panama City, FL	
	2017 Irma	Aventura, FL Jupiter, FL	Miami Springs, FL Stuart, FL
	2016 Matthew	Hilton Head Island, SC	Stuart, FL
	2012 Sandy	Ft. Lauderdale, FL	
	2012 T.S. Isaac	Key West, FL	
	2011 Irene	Newport News, VA	
	2005 Wilma	Ft. Lauderdale, FL Lazy Lakes, FL Sanibel, FL	Wellington, FL Wilton Manors, FL
	2005 Rita	Ft. Lauderdale, FL	
	2005 Katrina	Ft. Lauderdale, FL	Pompano Beach, FL
	2004 Frances	Pompano Beach, FL	
Ault Enterprises LLC (Bark River, MI) (ROW Hauling, Waterway Debris Hauling) 12 Activations (Master # 16_794)	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	
	2016 Matthew	FL Dept. of Enviro. Protection	Hilton Head Island, SC
Barnhart Debris Removal (Magnolia, AR) (PUSH, ROW Hauling, Site Work, HaulOuts, L&H, White Goods) 10 Activations Master Subcontract # 17_1217	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	
	2020 Zeta	Biloxi, MS	D'Iberville, MS
Beeghly Tree (Somerset, PA) (ROW Hauling, L&H) 6 Activations Master Subcontract # 20_1871	2020 Sally	AL DOT Baldwin Co, AL	Fairhope, AL Gulf Shores, AL
	2018 Michael	Bay Co, FL	
	2017 Irma	Orange Co, FL	Orlando, FL
Buckeye Landscaping and Sod (Groveport, OH) (ROW Haul, L & H) 10 Activations Master Subcontract # 12_73	2016 Matthew	Chesapeake, VA Edgemco Co, NC	Fripp Island, NC Ocean Isle Beach, NC
	2011 Irene	Dare Co, NC	Nagshead, NC
	2008 Ike	Montgomery Co, TX	
	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
C & W Trucking, Inc (Winter Garden, FL) (HaulOuts) 16 Activations Master Subcontract # 17_1292	2012 Tornado	Polk Co, FL	
	2008 T.S. Fay	Brevard Co, FL	
	2005 Wilma	Aventura, FL	West Palm Beach, FL
	2004 Charley, Frances, Jeanne	Brevard Co, FL Jupiter, FL	Orange Co, FL
	2017 Irma	Lake Co, FL	
	2017 Irma	Lake Co, FL	
Central MN Hardwood Sales, LLC	2017 Irma	Lake Co, FL	

RFP # 2021-17 for Debris Removal, Reduction and Recovery City of Ormond Beach, FL

Subcontractor	Storm Event	Work Location	
(St Peter, MN) (ROW, Stumps, PUSH) 9 Activations Master Subcontract # 17_1048	2008 Ike	Bolivar, TX Galveston Co, TX	Montgomery Co, TX Tiki Island, TX
	2006 Noreaster	Erie Co, NY	
	2005 Wilma	Aventura, FL	Pembroke Pines, FL
	2005 Katrina	Pascagoula, MS	
Congo Corporation (Redmond, OR) (White Goods) 3 Activations Master Subcontract # 17_1025	2017 Harvey	Friendswood, TX LaMarque, TX	Montgomery Co, TX
Crooked River LLC (Trimble, MO) ROW Hauling 2 Activations 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) 21 Activations Master Subcontract # 14_497	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	Varnamtown, NC
		Leland, NC	
	2017 Harvey	Aransas Co, TX Corpus Christi, TX	Nueces Co, TX
Dawn Til Dusk Disaster LLC (Bethany, MO) (PUSH, ROW Hauling, Stumps, L & H, ROE Hauling, Beach/ Sand) 29 Activations Master Subcontract # 12_133	2016 Matthew	Hilton Head Island, SC	
	2016 Hermine	Leon Co, FL	Tallahassee, FL
	2014 Ice Storm Pax	Berkeley Co, SC	Dorchester Co, SC
	2020 Zeta	Gulfport, MS	
	2020 Sally	Fairhope, AL	Orange Beach, AL
	2020 Laura	Lake Charles, LA	Calcasieu Parish, LA
		West Lake, LA	
	2020 Tornado	Nashville, TN	
	2019 Imelda	Montgomery Co, TX	
	2018 Michael	Panama City, FL	
	2018 Florence	Duplin Co, NC	Jacksonville, NC
		Onslow Co, 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	Newton Co, TX
		Waller Co, TX	
	2015 SC Flooding	SCDOT	
	2014 Ulysses – Ice Storm	Greensboro, NC	
	2014 AL Tornado	ACCA – Blount Co, AL	
	2011 Irene	Dare Co, NC	Kitty Hawk, NC
		Kill Devil Hills, NC	Nags Head, NC
	2008 Ike	Montgomery Co, TX	
	2005 Katrina	Pascagoula, MS	
Dotson & Sons (Higbee, MO) (ROW Hauling, L & H, Stumps) 27 Activations Master Subcontract # 16_725	2020 Laura	Lake Charles, LA	Calcasieu Parish, LA
	2018 Michael	Bainbridge, GA	Panama City, FL
		Decatur Co, GA	
	2018 Florence	Holly Ridge, NC	Richlands, NC
		Onslow Co, NC	
	2017 Irma	Bonita Springs, FL	Lee Co., FL
	2017 Harvey	Aransas Co, TX	Montgomery Co, TX
		Corpus Christi, 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	

RFP # 2021-17 for Debris Removal, Reduction and Recovery City of Ormond Beach, FL

Subcontractor	Storm Event	Work Location	
	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
	2018 Florence	Jacksonville, NC North Topsail Beach, NC	Onslow Co, NC
Four Points Recycling (Jacksonville, NC) (ROW Haul) 9 Activations Master Subcontract # 16_833	2017 Irma	Chatham Co, GA	
	2016 Matthew	Currituck Co, NC Duplin Co, NC Raleigh, NC	Rose Hill, NC Sunset Beach, NC
Four R Equipment (Miramar, FL) (ROW Hauling, HaulOuts) 13 Activations Master Subcontract # 12_173	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	
	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	
	2020 Sally	AL DOT SW Region	AL DOT SW Region
Gaston / Wood Resource Recovery (Gainesville, FL) (PUSH, ROW Hauling, Stumps, L & H, DMS Grinding, HaulOuts) 20 Activations Master Subcontract #s 17_1468 / 20_1869	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) 23 activations Master Subcontract # 16_666	2020 Zeta	Gulfport, MS	
	2020 Laura	West Lake, LA	Calcasieu Parish, LA
	2020 Isaiaas	Newport News, VA	
	2020 Tomado	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
	2016 LA Flooding	Central, LA	
	2016 Tornado	Essex Co, VA	
	2005 Wilma	Ft. Lauderdale, FL Wilton Manors, FL	Lazy Lakes, FL
	2005 Katrina	Pembroke Pines, FL	
Gulf Atlantic Construction & Marine (Grand Bay, AL) (DMS Site Work, HaulOuts, Sand, Dredging, Waterway, ROW Hauling) 13 Activations Master Subcontract# 17_1052	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	
Gulf Services (Theodore, AL)	2020 Laura	Lake Charles, LA Sulphur, LA	Calcasieu Parish, LA
	2018 Michael	Bay Co, FL	Panama City, FL

**RFP # 2021-17 for Debris Removal, Reduction and Recovery
City of Ormond Beach, FL**

Subcontractor	Storm Event	Work Location	
(PUSH, ROW Hauling, L&H, Stumps, Site Mgt, Ditch work, PPDR) 7 Activations Master Subcontract # 12_191		Lynn Haven, FL	Washington Co, FL
H2 Construction LLC (Waverly, MO) (ROW hauling, L & H, Stumps) 8 Activations Master Subcontract # 14_219	2018 Michael	Lynn Haven, FL	
	2017 Harvey	League City, TX	Nassau Bay, TX
	2017 Tornado	Hattiesburg, MS	
	2016 Matthew	Liberty Co, GA	Port Wentworth, GA
	2016 LA Flooding	Central, LA	
	2014 Ice Storm Ulysses	Greensboro, NC	
Hauling Away LLC (Mobile, AL) (PUSH, ROW Hauling, L&H, ROE Hauling, Stumps, Grinding, HaulOuts, Sand, Demo, Waterway Debris) 77 Activations Master Subcontract # 12_223	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	
	2013 T.S. Andrea	Gulf Shores, AL	
	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	

**RFP # 2021-17 for Debris Removal, Reduction and Recovery
City of Ormond Beach, FL**

Subcontractor	Storm Event	Work Location	
HDR Trucking LLC (Bamberg, SC) (PUSH, ROW Hauling, HaulOuts, L & H, Demo) 19 Activations Master Subcontract # 14_219	2011 Irene	Rocky Mount, NC	
	2020 Zeta	Harrison Co, MS	Gulfport, MS
	2018 Michael	Bay Co, FL Decatur Co, GA	Jackson Co, FL Bainbridge, GA
	2017 Irma	Brevard Co, FL Kissimmee, FL Lake Co, FL	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
	2018 Florence	Onslow Co, NC	
Jerry's Tree Service (Mims, FL) (ROW Hauling) 12 Activations Master Subcontract # 14_240	2017 Irma	Orange Co, FL	
	2016 Matthew	Flagler Co, FL	Flagler Beach, FL
	2016 Hermine	Leon Co, FL	
	2014 Ulysses – Ice Storm	Greensboro, NC	
	2012 FL Tornado	Republic Services - Polk Co, FL	
	2012 T.S. Beryl	Nassau Co, FL	
	2011 Irene	Manteo, NC	Nags Head, NC
	2008 Ike	Montgomery Co, TX	
	2008 Fay	Brevard Co, FL	
JTL & S Property Preservation (League City, TX) (ROW Hauling, L & H, White Goods, Freon Management) 21 Activations Master Subcontract # 17_1020	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
	2020 Sally	Baldwin Co, AL	
Lawn Rescue Plus (Miami, FL) (ROW Hauling, L & H, HaulOuts, Stumps) 32 Activations Master Subcontract # 16_743	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
LCS Restoration Services LLC (Mobile, AL) (ROW Hauling, L&H) 4 Activation Master Subcontract#18_815	2020 Laura	Calcasieu Parish, LA DeQuincy, LA	Vinton, LA
	2018 Michael	Bay Co, FL	
McCombs Tree Service (Rockledge, FL) (ROW Hauling) 8 Activations	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	

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Subcontractor	Storm Event	Work Location	
Master Subcontract# 15_295	2012 TS Beryl	Nassau Bay, FL	
Michael's Tree Services (Memphis, TN) (ROW Hauling, L & H, DMS Site Work) 10 Activations Master Subcontract # 17_1042	2020 Sally	Fairhope, AL	AL DOT SW Region
	2018 Michael	Jackson Co, FL	
	2017 Irma	Lauderdale by the Sea, FL	Polk Co, FL
		Lazy Lakes, FL	Sunrise, FL
		Plantation, FL	Tarpon Springs, FL
			Wilton Manors, FL
New Gen Environmental Group / Bil-Jim Construction (Toms River, NJ) (ROW Hauling, Dredging, Demo, Waterway) 11 Activations Master Subcontract # 17_1024	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	Port Arthur, TX
		Dickinson, TX	
	2016 Matthew	Fayetteville, NC	Raleigh, NC
ReclaimIt Enterprises (Greenville, TN) (PUSH, ROW Hauling, L & H, HaulOuts) 13 Activations Master Subcontract # 18_362	2020 Zeta	Audubon Institute, LA	
	2020 Delta	Iowa, LA	
	2020 Sally	Orange Beach, AL	Gulf Shores, AL
		Spanish Fort, AL	
	2020 Laura	Lake Charles, LA	Calcasieu Parish, LA
		Sulphur, LA	
	2018 Michael	Jackson Co, FL	Panama City, FL
S. St. George Enterprises (Fredonia, NY) (PUSH, ROW Hauling, L&H, Grinding, Stumps, HaulOuts, Site Work) 68 Activations Master Subcontract # 13_376		Lynn Haven, FL	Parker, FL
	2011 Irene	James City Co, VA	
	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	Panama City, FL
		Jackson Co, FL	Panama City Beach, FL
		Lynn Haven, FL	Bainbridge, GA
		Decatur Co, GA	
	2018 Florence	Brunswick Co, NC	Onslow Co, NC
		Bolivia, NC	Jacksonville, NC
		Caswell Beach, NC	Duplin Co, NC
		Leland, NC	Richlands, NC
		Holly Ridge, NC	Oak Island, NC
		Sandy Creek, NC	Northwest, NC
		Navassa, NC	Shallotte, NC Varnamtown, NC
		Swansboro, NC	
	2017 Irma	Bonita Springs, FL	Okeechobee Co, FL
		Edgewater, FL	Orlando, FL
		Flagler Co, FL	Ormond Beach, FL
		Lake Mary, FL	Sanford, FL
		Lake Co, FL	Sarasota Co, FL
		Lee Co, FL	St. Petersburg, FL
	2017 Harvey		Sumter Co, FL
		Aransas Co, TX	Corpus Christi, TX
		San Patricio Co, TX	
	2016 Matthew	Hilton Head Island, SC	Long Cove POA, SC
		Windmill Harbor 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	Newport News, VA
		York Co, 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	Pascagoula, MS
		Daphne, AL	Pompano Beach, FL
		Lazy Lakes, FL	Wilton Manors, FL
	2004 Ivan	Escambia Co, FL	Walton Co, FL
	2018 Michael	Apalachicola, FL	Carrabelle, FL

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Subcontractor	Storm Event	Work Location	
Statewide Tub Grinding/ WLW (Apopka, FL) (PUSH, ROW Hauling, Stumps, HaulOuts) 16 Activations Master Subcontract # 15_616	2017 Irma	Franklin Co, FL	Parker, FL
		Fort Myers, FL	Lee Co., FL
	2016 Matthew	Lake Co., FL	Sanibel, FL
		Brevard Co, FL	Cocoa Beach, FL
		Ormond Beach, FL	
Steadfast Services / Slick Machines (Cummings, GA) (ROW Hauling, Site Grinding, HaulOuts, Sand, Concrete) 4 Activations Master Subcontract# 17_1031	2008 Ike	Galveston Co, TX	Texas City, TX
		La Marque, TX	Tiki Island, TX
	2005 Wilma	Ft. Lauderdale, FL	
	2017 Harvey	Port Arthur, TX	
	2011 Deep Water Horizon Oil Spill	Obrien's BP Oil Spill AL	
Total Urban Forestry, LLC (Ocala, FL) (PUSH, ROW Hauling, DMS Site Work, Stumps, L & H) 11 Activations Master Subcontract # 16_780	2008 Ike	Bolivar, TX	TX GLO
	2020 Zeta	Harrison Co, MS	Wiggins, MS
		Gulfport, MS	
	2020 Sally	Okaloosa Co, FL	
	2018 Michael	Jackson Co, FL	
Waterfront Recovery LLC (Rockledge, FL) Waterway Debris 3 Activations Master Subcontract # 17_966	2017 Irma	Ocala, FL	Tarpon Springs, FL
		St. Petersburg, FL	The Villages
	2016 Matthew	Flagler Co, FL	Palm Coast, FL
	2018 Michael	FL Dept. Of Enviro. Protection	
	2017 Irma	FL Dept. Of Enviro. Protection	
Zehendner Disaster Relief (Princeton, MO) (PUSH, ROW hauling, L & H, Stumps, HaulOuts, Beach Sand, Demo) 90 Activations Master Subcontract # 12_470	2016 Matthew	FL Dept. Of Enviro. Protection	
	2020 Zeta	Pascagoula, MS	Jackson Co, MS
	2020 Sally	Atmore, AL	Baldwin Co, AL
		AL DOT SW Region	Orange Beach, AL
		Bay Minette, AL	
Zehendner Disaster Relief (Princeton, MO) (PUSH, ROW hauling, L & H, Stumps, HaulOuts, Beach Sand, Demo) 90 Activations Master Subcontract # 12_470	2020 Laura	Alexandria, LA	
	2020 Tornado	Nashville, TN	
	2018 Michael	Parker, FL	
	2018 Florence	Bolivia, NC	Northwest, NC
		Brunswick Co, NC	Oak Island, NC
Zehendner Disaster Relief (Princeton, MO) (PUSH, ROW hauling, L & H, Stumps, HaulOuts, Beach Sand, Demo) 90 Activations Master Subcontract # 12_470		Caswell Beach, NC	Sandy Creek, NC
		Leland, NC	Shallotte, NC
		Navassa, NC	Varnamtown, NC
	2017 Irma	Bonita Springs, FL	Fort Myers,
		Estero Village, FL	Lee Co, FL
Zehendner Disaster Relief (Princeton, MO) (PUSH, ROW hauling, L & H, Stumps, HaulOuts, Beach Sand, Demo) 90 Activations Master Subcontract # 12_470		FL DEP	
	2016 Matthew	Berkeley Co, SC	Hilton Head Island, SC
		Brevard Co, FL	Long Cove POA, SC
		FL Dept. of Environmental Protection	Thunderbolt, GA
		Garden City, GA	
Zehendner Disaster Relief (Princeton, MO) (PUSH, ROW hauling, L & H, Stumps, HaulOuts, Beach Sand, Demo) 90 Activations Master Subcontract # 12_470	2014 Tornado	ACCA – Blount Co, AL / DeKalb Co, AL	
	2014 Pax (Ice Storm)	Dorchester Co, SC	Berkeley Co, SC
	2012-2013 Sandy	NJ DEP – Land and Water	
	2012 Isaac	Biloxi, MS	McComb, MS
		Magnolia, MS	Pascagoula, MS
Zehendner Disaster Relief (Princeton, MO) (PUSH, ROW hauling, L & H, Stumps, HaulOuts, Beach Sand, Demo) 90 Activations Master Subcontract # 12_470	2011 Tornado (AL)	Walker Co, P & J	
	2011 Irene	Edenton, NC	Robersonville, NC
		Edgecombe Co, NC	Rocky Mount, NC
		James City Co, VA	Williamston, NC
		York Co, VA	NCDOT – Various
Zehendner Disaster Relief (Princeton, MO) (PUSH, ROW hauling, L & H, Stumps, HaulOuts, Beach Sand, Demo) 90 Activations Master Subcontract # 12_470	2011 Tornado (MO)	Joplin, MO	
	2010 BP Oil Spill	Alabama Coast	
	2008 Ike	Alvin, TX	La Marque, TX
		Bayou Vista, TX	Manvel, TX

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Subcontractor	Storm Event	Work Location	
		Bolivar Peninsula, TX Brookside Village, TX Clear Lake Shores, TX Galveston Canals, TX Galveston Co, TX Kemah, TX	Pearland, TX Sante Fe, TX Texas City, TX Tiki Island, TX TX GLO Sand Texas GLO – Henderson Hole
	2006 Ice Storm	Erie Co, NY	
	2005 Wilma	Ft. Lauderdale, FL Lee Co, FL Pembroke Pines, FL	West Palm Beach, FL Wilton Manors, FL
	2005 Rita	Calcasieu Parish, Lake Charles, LA	
	2005 Katrina	Baldwin Co, AL Biloxi, MS Gulf Shores, AL Gulfport, MS	Orange Beach, AL Pascagoula, MS
	2005 Dennis	Atmore, AL Flomaton, AL Baldwin Co, AL	Destin, FL Walton Co, FL
	2004 Ivan	Baldwin Co, AL	
	2004 Charley, Frances, Jeanne	Lee Co, FL	

➤ Quality Control

The purpose of a quality control plan is to provide guidance and consistent attention to workplace policies and procedures in order to facilitate efficient, effective and safe debris removal and reduction. **CrowderGulf's success in managing quality is achieved by our commitment and attention to the people, processes, and procedures involved in our projects. This starts with identifying and communicating the following Fundamental Values to Quality**



Control Success:

- Assurance of open and honest communication with clients at all levels in order to foster a clear and mutual understanding of expectations and promote mutual respect.
- Commitment to high quality standards - "Lead by Example".
- Dedication to staff training and education at all levels to ensure correct and safe performance of their tasks.
- Implementing "Clean As You Go" policy for every task

Our complete QC plan will be provided upon request.

➤ Health and Safety

CrowderGulf's Philosophy of Safety

All company operations are managed with an aggressive and proactive commitment to the safety and well-being of employees, subcontractors and the public at large. We believe that this commitment to safety must go hand-in-hand with our commitment to quality production and cost efficiency. CrowderGulf believes that ALL injuries and accidents are preventable through the establishment of and compliance with safe work procedures. Therefore, the prevention of bodily injury and the safeguarding of health are the first considerations in all workplace actions and are the responsibility of every employee and subcontractor at all levels.

This philosophy is reinforced and fulfilled as defined below:

- The CrowderGulf Safety Plan for the City shall be in place at all times to provide mandated directives, required actions, procedures and guidance for all levels of employees from initial response to final closure. The Safety Plan is intended to ensure that all employees work safely and remain safe.
- At all times, CrowderGulf will comply with appropriate safety/ security laws and regulations such as those established by:
 - The Occupational Safety and Health Act (OSHA),
 - The EPA (Environmental Protection Agency),
 - The DOT (Department of Transportation),
 - All other applicable federal, state and local safety and health regulations, and any additional safety standards required by the City

"I would like to take this opportunity to thank you and your crews for the industrious work performed for our City as a result of Hurricane Ike. Your crews should be commended for accomplishing such a monumental task in a short period of time."

**Toni Randall, Mayor
League City, TX**

Corporate Commitment to Safety

CrowderGulf is committed to providing an accident free experience for our employees, subcontractors, visitors to our work sites and to the public we encounter during the execution of our projects. Our leadership team is firmly committed to the belief that "All Accidents Are Preventable". To emphasize our commitment to achieving an accident free experience in every CrowderGulf project, the company's senior executive, 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. Many companies have written safety plans for individual safety topics, but few have a comprehensive plans designed to drive all company operations. CrowderGulf's corporate commitment to safety starts with its written Health and Safety Plan and includes all facets of company planning and operations. Our complete 368 page CrowderGulf Health and Safety Plan is available upon request.

Safety Performance Summary

CrowderGulf takes tremendous pride in our safety record. Since 2012, CrowderGulf has received no citations, notifications or violations, pertaining to OSHA, or state OSHA. In that time period, CrowderGulf has worked approximately 959,341 and experienced a total of 3 recordables, which is well below industry standards and the last recordable incident took place in 2011. CrowderGulf believes that providing the safest possible work environment is most beneficial for the company, and our clients. CrowderGulf employs a full time safety manager and maintains an up to date, all-inclusive safety manual pertaining to all of CrowderGulf's vast job scope. We also believe that training, communication and monitoring are the best ways to obtain a safe work environment.

CrowderGulf policy is that daily tool box meeting are mandatory, and the JSA process is to be used as a communication tool for our workers. Every person involved in a CrowderGulf project has not only the right, but the responsibility to stop the job if an unsafe act or situation is discovered, or if there is a need for more understanding of the work process.

These factors have allowed us to perform above average in regards to our safety record.

Year	Hours Worked	OSHA Recordable	Days Away From Work Cases	R.I.F Rate (Recordable Incident Frequency)	D.a.r.t. Rate (Days Away, Restrictions, or Transfers)
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

**RFP # 2021-17 for Debris Removal, Reduction and Recovery
City of Ormond Beach, FL**

2013	92,630	0	0	0	0
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As of January 1, 2021 CrowderGulf has completed the last 3,589 days of work recordable free.

We have included our most current OSHA Form 300A – Summary of Work-Related Injuries and Illnesses as additional documentation of our exemplary safety record. Previous year's forms can be provided upon request

OSHA's Form 300A
Summary of Work-Related Injuries and Illnesses
Year: 2020
Form Approved OSHA no. 1718-0175

All establishments covered by part 1904 must complete the Summary page even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the annual data is complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then enter the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35 for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(D) 0	(H) 0	(I) 0	(J) 0

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
(K) 0	(L) 0

Injury and Illness Types			
Total number of (M)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin Disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public: Regarding burden for this collection of information, it is estimated to average 50 minutes per respondent, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimate of burden, or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Bureau N 3544, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed form to this office.

Facility Information:

Establishment name: CrowderGulf
Street: 3629 Commerce Blvd East
City: Mobile
State: AL

Industry description:

Standard Industrial Classification (SIC) of business: 238900

Employment Information (If you don't have these figures, see the Worksheet on the back of OSHA Form 300A to estimate):

Annual average number of employees: 67
Total hours worked by all employees last year: 177,820

Sign here
I certify that I have examined this document and that to the best of my knowledge the figures are true, accurate, and complete.

[Signature]
Date: 1/5/2021

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)
- Florida Department of Environmental Protection
- Florida Department of Health
- Florida Department of Transportation

Environmental and Historic Considerations

State and local regulations, laws and ordinances will be addressed and followed for all environmental and historic preservation issues. The following list provides a brief review of the primary Federal laws which must be considered during debris management practices.

- National Environmental Policy Act
- Clean Water Act
- Clean Air Act
- Coastal Barrier Resources Act
- Resource Conservation and Recovery Act
- Endangered Species Act
- Coastal Zone Management Act
- Fish and Wildlife Coordination Act
- Wild and Scenic Rivers Act
- Executive Orders
- National Historic Preservation Act



Specific Environmental Concerns

Spills or Leaks

Should a spill or leak occur during performance of this contract, CrowderGulf will report the spill or leak to the City. CrowderGulf shall be responsible for cleaning up all spills in compliance with federal, state, and local laws and regulations and at no cost to the City or other government entities.

Asbestos Containing Materials

CrowderGulf is experienced and capable of managing the removal of asbestos containing material. If asbestos is encountered during a recovery effort for the City, CrowderGulf will utilize its resources to ensure all asbestos related activities are in accordance with Environmental Protection Agency (EPA) requirements, specifically the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR Part 61, Subpart M.

CrowderGulf staff will always comply with all environmental laws and regulations. CrowderGulf will conduct all debris operations outlined in this proposal to meet the program standards provided for in the **FEMA 325 Debris Management Guide**. In addition, CrowderGulf will conduct all debris related operations in accordance with all applicable federal, state, and local laws, rules and/or regulations.

➤ Public Relations

After a disaster, residents want answers regarding recovery operations. CrowderGulf will work closely with the City to ensure that the residents are given accurate and timely information for their use and own individual planning purposes.

Developing a Public Information Campaign

Experienced CrowderGulf personnel will be available to assist the City in the development of a public information campaign. The information could include the parameters, rules and guidelines of debris operations so residents can begin their personal recovery activities. The language used will be simple and easy for all residents to understand. Materials and information may be distributed in more than one language for it to be understood by non-English-speaking populations and neighborhoods.



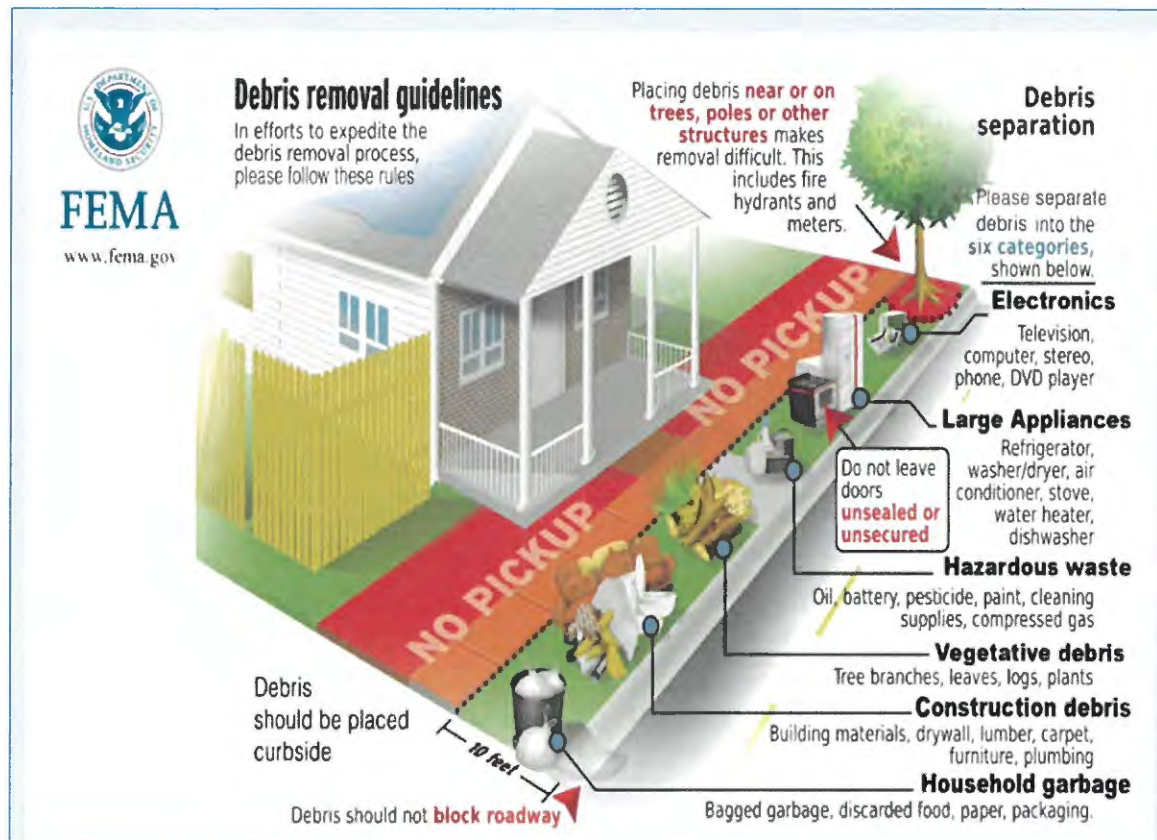
Gov. Christie complimenting Operations Mgr., Buddy Young, for CrowderGulf's waterway work in NJ after Hurricane Sandy.

Distribution Strategy

The following are suggested vehicles for distributing the information:

- **Media** – Local television, radio, newspapers, or community newsletters
- **Internet Site** – City of Ormond 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:



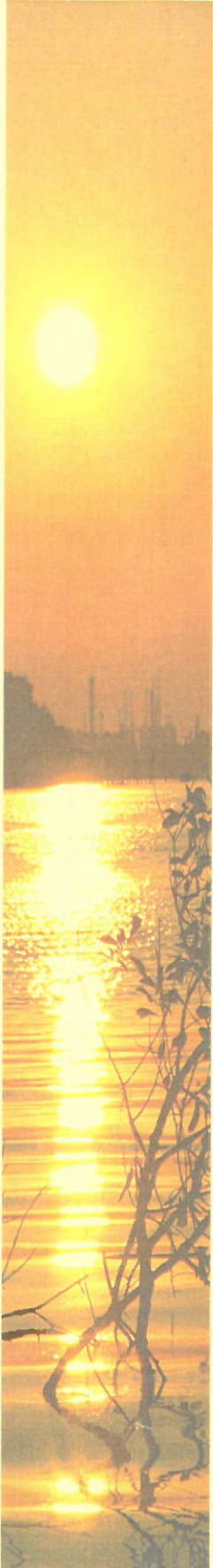
Updates and Redistribution

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.

F. Required Documents





City of Ormond Beach

22 South Beach Street

Ormond Beach, Florida 32174

Telephone (386) 676-3223

Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Debris Removal, Reduction and Recovery for City of Ormond Beach

RFP NUMBER: 2021-17

RFP OPENING DATE & TIME: June 23, 2021 @ 2pm

RFP OPENING LOCATION: City Hall Training Room at Ormond Beach City Hall

PRE-SUBMITTAL MEETING: N/A

Submittals Received After the Above Date and Time Will Not Be Accepted.

PROPOSER'S NAME: CrowderGulf Joint Venture, Inc.

PROPOSER'S MAILING ADDRESS: 5629 Commerce Blvd E

CITY-STATE-ZIP: Mobile, AL 36619

F.E.I.N.: 01-0626019

PHONE NUMBER: 800-992-6207 FAX NUMBER: 251-459-7433

If returning as a "No Submittal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X Ashley Ramsay-Naile
AUTHORIZED SIGNATURE (MANUAL)

Ashley Ramsay-Naile
NAME (TYPED)

President

TITLE

6/17/2021

DATED

EXHIBIT A

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDOR'S doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00. For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 –(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2. (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

- (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
- i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
 4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
 5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
 6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
 7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
 8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
 9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
 10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise

determined by the City
health, safety and welfare of the general public.

Manager in order to protect the

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
 \$100,000. Each Employee Bodily Injury by Disease
 \$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)

- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
-----------------------	-------------------------------

0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

(e) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals (RFP)
Debris Removal, Reduction and Recovery for City of Ormond Beach
(RFP No. 2021-17)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

6/1/2021

06/17/21

Addendum Number

1

2

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

ADDENDUM NO. 2

June 17, 2021

TO: Prospective Bidders and Others Concerned.**SUBJECT:** Addendum No. 2 to the Project Manual for
Debris Removal, Reduction and Recovery, RFP 2021-17**NOTE:** It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting proposals on the work.**TO ALL BIDDERS:** You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.**The Proposal Requirements and Contract Documents for the subject are hereby amended as follows:****The following is a list of questions and answers:**

Q1. Please confirm that the Registration Requirements found on page 32 (p33 of PDF) are post-award instructions and do not need to be completed before the time of submittal.

A1. Registration Requirements are post-award.

Q2. Can you please provide the office hours for the location accepting proposal package deliveries?

A2. 8:00 AM – 5:00 PM, Monday – Friday

Q3. Will annual contract price increases based on Consumer Price Index (CPI) be allowed during the initial 3-year term?

A3. Schedule of fees, including any potential increases, are to be submitted with proposal and will be evaluated accordingly.

Q4. How will the price of one proposal be evaluated against the pricing from another proposal?

A4. Price will be evaluated independently by members of the selection committee.

Q5. Can you please provide the bid tabulations from the previous bidding cycle?

A5. See ADD 2-2 AND ADD 2-3.



City of Ormond Beach
RFP TABULATION
Emergency Debris Monitoring Services Contract
RFP No. 2019-38

RFP Opening Date: September 25, 2019

Time: 2:00 P.M.

The Following Companies Submitted Proposals:

Disaster Program & Operations, INC.	Ponte Vedra Beach, FL
Kinne Associates, EMC	Hollywood FL
Debris Tech.	Picayune, MS
Thompson Consulting Services	Lake Mary, FL

SEP25 19 2:00PM

Opened By: Robert Schaller
 Title: Purchasing Coordinator

Tabulated By: Kevin M. Gray
 Title: PW OPS. MGR.
KG



**RFP Tabulation
Summary**

Project: 2019-38 Emergency Debris Monitoring Services

Date & Time: 9/25/2019 at 2:00 PM

Firm
Disaster Program & Operations Inc. Ponte Vedra Beach, FL
Kinne Associates EMC Hollywood, FL
Debris Tech Picayune, MS
Thompson Consulting Lake Mary, FL

Robert Schattie
Purchasing Coordinator

A handwritten signature in blue ink, reading "Robert Schattie", is written over a horizontal line.

The foregoing changes are hereby incorporated into the Bidding Requirements and Contract Documents for **Debris Removal, Reduction and Recovery, RFP 2021-17**, for the City of Ormond Beach.

City of Ormond Beach, Florida
County of Volusia

End of Addendum



ADDENDUM NO. 1

June 1, 2021

TO: Prospective Bidders and Others Concerned.**SUBJECT:** Addendum No. 1 to the Project Manual for
Debris Removal, Reduction and Recovery, RFP 2021-17**NOTE:** It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting proposals on the work.**TO ALL BIDDERS:** You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.**The Proposal Requirements and Contract Documents for the subject are hereby amended as follows:****The following question has been asked:**

- In section 5 of RFP No:2021-17 for Debris Removal, Reduction and Recovery for City of Ormond Beach states that a schedule of fees is to be provided yet there is no fee/cost proposal attached anywhere. Are we needing to create and provide our own Fee schedule?

The answer to the question is:

- Yes, that would be their fee schedule for services.

The foregoing changes are hereby incorporated into the Bidding Requirements and Contract Documents for **Debris Removal, Reduction and Recovery, RFP 2021-17**, for the City of Ormond Beach.

City of Ormond Beach, Florida
County of Volusia

End of Addendum

THIS RESPONSE IS SUBMITTED BY:COMPANY NAME: CrowderGulf Joint Venture, Inc.VENDOR/CONTRACTOR LICENSE NUMBER: CGC1522633ADDRESS: 5629 Commerce Blvd E
Mobile, AL 36619PHONE NO.: 800-992-6207 FAX NO.: 251-459-7433SUBMITTER'S NAME: Ashley Ramsay-Naile
(Typed or Printed in Ink)TITLE: PresidentAUTHORIZED SIGNATURE: I, Ashley Ramsay-Naile hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SMALLWOOD, WESLEY BRIAN

CROWDER-GULF JOINT VENTURE, INC.
5629 COMMERCE BLVD. EAST
MOBILE AL 36619

LICENSE NUMBER: CGC1522633

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

October 13, 2020

Wesley Smallwood
Crowder-Gulf Joint Venture, Inc.
5629 Commerce Blvd. East
Mobile, AL 36619
Email: knoll@crowdergulf.com
RE: Pre-Qualification Package

Hello:

The pre-qualification as of October 13, 2020 for **Crowder-Gulf Joint Venture, Inc.** is hereby acknowledged. This pre-qualification approves your firm to bid on the Florida Department of Environmental Protection's Bureau of Design and Construction projects requiring your State licenses until August 31, 2022.

Please feel free to contact me at (850) 245-2781 with any questions or concerns you may have.

Sincerely,

Alyssa Skehan, FCCM
Government Operations Consultant II
Bureau of Design and Construction
Florida Department of Environmental Protection
Phone: 850-245-2781 – Office

State of Florida

Department of State

I certify from the records of this office that CROWDER-GULF JOINT VENTURE, INC. is a corporation organized under the laws of the State of Florida, filed on September 3, 2002.

The document number of this corporation is P02000095020.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on April 15, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifteenth day of April, 2021*



Ronald R. De
Secretary of State

Tracking Number: 1211512926CC

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Welcome to Vendor Self Service

Profile information

ASHLEY R. NAILE

President

Phone: 251-459-7430

aramsay@crowdergulf.com

Vendor information

[CROWDERGULF](#)

[View vendor](#)

5629 COMMERCE BLVD EAST

MOBILE, AL 36619

USA

aramsay@crowdergulf.com

Announcements

New and existing vendors can register for access to this site. Start by clicking the Registration link at left.

Existing vendors will need their City assigned vendor number (available on all purchase orders, checks, and ACH remittance advices), and their FID or SSN number.

New vendors will need the following to register:

1. ACH remittance information from your checking or savings account. This enables secure and rapid payment via direct deposit.
2. Certificate of Insurance showing General Liability and Workers' Comp (or your State Workers' Comp Exemption form).
3. **If your business is located within the City limits**, you'll need a copy of your Business Tax Receipt (for more information about obtaining a Business Tax Receipt, please contact the City's Business Tax Receipt official at (386) 676-3234 or via email at BTOnline@ormondbeach.org)

Bids

[Search bids](#)

Completion Status All ▼ Submitted All ▼ Bids Status All ▼

Bid information not found.



DRC

EMERGENCY SERVICES

Striking Back.

6702 Broadway Street • Galveston, TX



(888) 721-4372



(504) 482-2852

www.drcusa.com

FL License No. CRC1331307

REQUEST FOR PROPOSAL

Debris Removal, Reduction and Recovery

RFP No. 2021-17

June 23, 2021 • 2:00PM

Original

City of Ormond Beach

City Hall

Attn: Rob Hart, Purchasing Coordinator

22 South Beach Street • Room 101

Ormond Beach, FL 32174

PREPARE • RESPOND • RECOVER

Points of Contact:



Jay Gunter

Regional Manager

Jgunter@drcusa.com



Kristy Fuentes

Vice President of Compliance and Administration

Kfuentes@drcusa.com



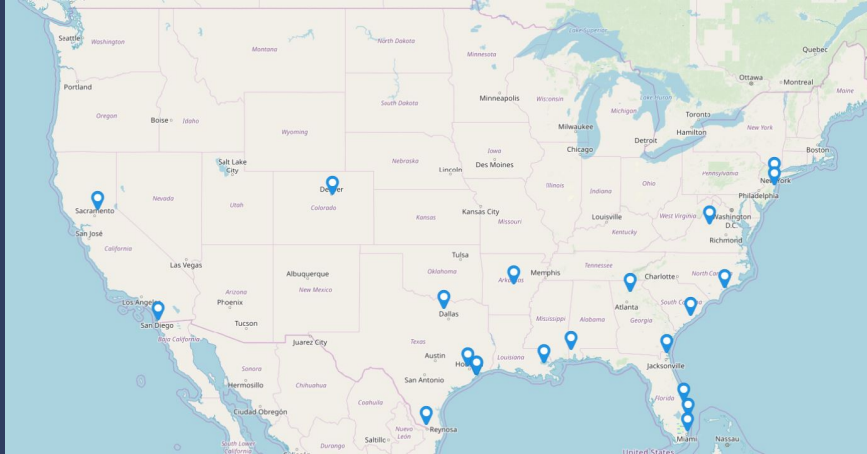


P.O Box 17017
Galveston, TX 77552
TTY: 888-721-4DRC
Phone: 504-482-2848
Fax: 504-482-2852
www.drcusa.com

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DRC CONTACT ADDRESSES

110 Veterans Blvd., Suite 515
Metairie, LA 70005



REGIONAL MANAGER



Jay Gunter

Regional Manager

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Cell: 386.507.1011

DRC CONTACTS



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Contract Manager

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Joe Newman

Vice President of Operations

Email: jnewman@drcusa.com

Cell: 214.930.9300



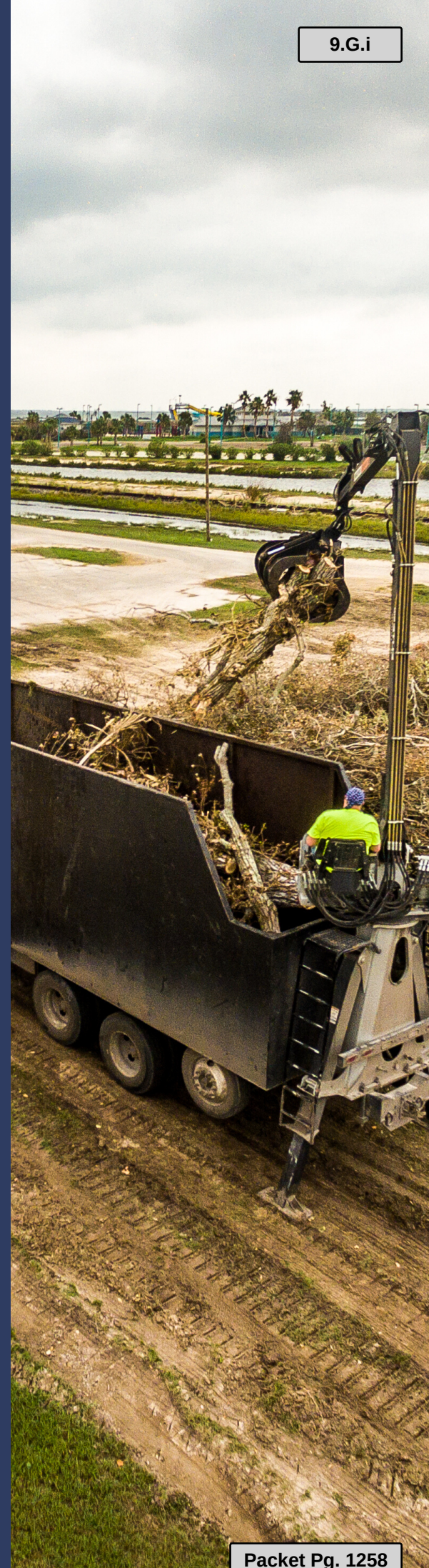
John Sullivan

President

Email: jsullivan@drcusa.com

Office: 504.482.2848

Cell: 832.713.8234



Packet Pg. 1258

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6702 Broadway Street • Galveston, TX 77554 • (888) 721-4372 • Fax: (504) 482-2852
www.drcusa.com

June 23, 2021

City of Ormond Beach
City Hall
22 South Beach Street
Room 101
Ormond Beach, FL 32174

Re: Debris Removal, Reduction and Recovery
RFP No. 2021-17

Dear Sir or Madam,

DRC has had the pleasure of holding this contract with the City of Ormond Beach for over 5 years. In response to Hurricane Matthew, DRC removed and processed over 310,000 cubic yards of debris in Ormond Beach. DRC has seen firsthand how Ormond Beach has been impacted by natural disasters in the past; as such, DRC can now more accurately predict project debris volumes, storage acreage needed, equipment, and manpower needed for the project in the face of an impending disaster. DRC has previously established prestaging areas, push routes, collection grids, DMS, and final disposal sites which have been successfully tested in the aftermath of real natural disasters. During this time, working relationships and partnerships have been established with local business owners, such as subcontractors and DMS landowners. DRC was honored to become part of Ormond Beach's community.

DRC is headquartered in Galveston, Texas and maintains offices across the United States. DRC has a local office located in Fernandina Beach which is only 2 hours away from the City of Ormond Beach. DRC is vastly familiar with the area and presently holds disaster relief contracts with Volusia County and the City of Daytona Beach. Following Hurricane Irma, DRC worked closely with the City of Daytona Beach and removed and disposed of over 100,000 cubic yards of debris with a contract value of over \$923,000. DRC currently has dozens of reservists and hundreds of subcontractors ready to participate in any response effort. Depending on the size of an event which may strike Ormond Beach, DRC will dedicate all necessary manpower and equipment and in no case, will the project be understaffed.

Corporate officers with legal signing authority to bind DRC to the terms and conditions of this proposal include: John Sullivan, President; Kristy Fuentes, Vice President/Secretary-Treasurer. Evidence of their authority is attached.

The Regional Manager for the City of Ormond Beach is Jay Gunter who can be reached at (888) 721-4372, by cell: (386) 507-1011 or by email: jgunter@drcusa.com.

This proposal is in all respects fair and in good faith, without collusion or fraud and conforms to the specifications of your RFP. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to working with Ormond Beach in the future.

Sincerely,



Kristy Fuentes,
Vice President/ Secretary/ Treasurer

**ACTION IN LIEU OF
A MEETING OF THE
MANAGER OF
DRC EMERGENCY SERVICES, LLC**

This action is taken in accordance with Section 10-12-22 of the Alabama Limited Liability Company Act, as amended (the “Act”), in lieu of a meeting of the sole Manager of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the “Company”), and is made effective as of January 19, 2016.

WHEREAS, Section 4.2 of the Company’s Second Amended and Restated Operating Agreement dated January 20, 2016 (as amended, the “LLC Agreement”) and the Act permit the Manager of the Company to take the following actions; and

WHEREAS, the undersigned, DRC Equity LLC, constitutes the sole Manager of the Company (the “Manager”).

NOW, THEREFORE, the undersigned hereby makes the following resolutions and consents to the following actions in lieu of a meeting of the Manager of the Company:

1. The following persons, in their respective corporate capacities indicated below, are hereby authorized and empowered for the express limited purpose of signing documents for the submission of bids, proposals, offers, responses and other related documents to, any federal, state or local government, including any governmental entity, organization, body, agency, department or political subdivision, for the transaction of business by or on behalf of the Company:

<u>Name</u>	<u>Office/Capacity</u>
John R. Sullivan	President
Kristy Fuentes	Vice President of Business Development, Secretary and Treasurer

2. The officers listed above after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or to the same counterpart. This written consent shall be filed with the minutes of the proceedings of the Manager of the Company.

[SIGNATURE PAGE FOLLOWS]

Dated effective as of the date first written above.

DRC EMERGENCY SERVICES LLC

By: **DRC EQUITY, LLC**
a Texas limited liability company
Its: Manager



By: John R. Sullivan
Its: President

[Consent to Appoint Manager – DRC Emergency Services, LLC (January 2016)]

BACKGROUND OF FIRM

Brief History of Business

The company traces its origins back to 1989 providing disaster recovery work in response to Hurricane Hugo. In 2001 the company began operating as DRC Emergency Services, LLC. Since its inception, DRC has responded and navigated through countless disaster events that included hundreds of contracts, each involving a unique community with distinct circumstances. In the past, DRC has picked up as little as 170 cubic yards for a single client and over 12 million cubic yards during 39 simultaneous activations. Having performed debris operations across the Continental United States and internationally for three decades, DRC has engaged a network of over 3,000 subcontracting partners. Our relationship with these contractors **guarantees that no matter the size or location of an event, DRC will respond timely.**

Organizational Structure of the Business

Please see DRC's Organizational Chart attached.

Designation of Legal Entity by Which the Business Operates

DRC is a limited liability company. DRC Emergency Services, LLC was formed in Alabama. Please see DRC's Alabama Secretary of State, Florida Contractor's License, Florida Secretary of State, and SunBiz attached.

Ownership Interests

John, William, and Todd Sullivan wholly own DRC Emergency Services, LLC.

Active Business Venues

DRC is currently working on the projects below:

Type of Work	Name of Owner
Debris Removal & Hazard Tree Removal Services - 2020 CA Fires	CalRecycle
Vegetative Debris Removal	Puerto Rico PREPA
Waterway Debris Removal	City of Houston
Debris Removal – 2021 Alabama Tornadoes	Calhoun County, AL
Flood Debris Removal – 2021 LA Flood	Baton Rouge, LA
Texas Republic Waste – 2021 Winter storm	Cameron County, TX

Present Status and Projected Direction of Business

DRC is a holder of prevent disaster recovery contracts with jurisdictions participating in the Public Assistance Program under the auspices of Federal Emergency Management Agency. DRC is in good standing with the State of Florida. Please see DRC's Florida contractor's license, Secretary of State Certificate, and SunBiz attached.

Statement of Qualifications



Overall Qualifications of Business

For 32 years, DRC has provided extensive disaster recovery services, environmental services and civil construction to federal, state, and local governments. As a leader in the recovery industry, our passion is helping communities prepare for the worst while being prepared to deliver a rapid response when necessary, all to facilitate the most efficient recovery possible. DRC has managed over 500 debris removal projects, including the removal of 156,400,000 cubic yards of debris. Setting new industry standards is what our customers have come to expect; DRC takes pride in our versatility and in our innovative approach to every job. Having successfully completed over \$2.5 billion in contracts over the last 32 years alone, DRC employs scores of talented professionals ready to satisfy our client's needs. We are proven, and we are ready.

The primary mission of our company is to provide a **professional, honest, and immediate response** to natural and man-made disasters throughout the world. DRC is highly capable in managing all facets of a disaster, particularly because of our extensive experience in communicating with our clients. Through our experience, we have developed an inherent understanding of how to direct emergency response and recovery.

DRC has provided a plethora of services in response to disaster recovery including, but not limited to:

- 🌐 Debris Management
- 🌐 Demolition
- 🌐 Marine Debris, Salvage, and Recovery
- 🌐 Vehicle and Vessel Removal and Processing
- 🌐 Technical Assistance and Project Management
- 🌐 Temporary Housing, Workforce Housing and Life Support
- 🌐 Construction and Construction Management
- 🌐 Landfill Management
- 🌐 Civil, Heavy, and Recovery Construction
- 🌐 Fire Structural Debris Removal
- 🌐 Oil Spill Response and Mining
- 🌐 Right-of-way maintenance
- 🌐 Infectious Disease Planning and Response
- 🌐 Beach Restoration
- 🌐 Canal Bank Stabilization
- 🌐 Drainage Improvement Projects
- 🌐 Hazardous Waste Segregation
- 🌐 Environmental Control
- 🌐 Traffic Control
- 🌐 Tree Trimming and Removal
- 🌐 Emergency Supplies and Support
- 🌐 Covid-19 Vaccination Sites and Temporary Hospitals

Notable achievements and experience

- 🌐 Most recently in 2020, DRC was activated in **45 jurisdictions, managed 81 debris management sites, and removed and disposed over 6,400,000** cubic yards of debris.
- 🌐 Simultaneously mobilized, staffed, and successfully operated **53 individual projects** throughout the Southeastern US during the 2017 Hurricane Season.
- 🌐 Established a **single-day productivity record** for post-disaster debris removal as recognized by FEMA in 2008 for collecting 440,000 cubic yards.
- 🌐 Designed, implemented, managed and financed a **150-mile Gulf of Mexico shoreline protection system** in response to the BP oil spill.
- 🌐 Established industry standards for total volume recycled by **recycling 100% of the 5.6 million cubic yards collected** in Houston, TX following Hurricane Ike.
- 🌐 **32-year record** of assisting local jurisdictions with FEMA reimbursement **without a single deobligation**.

Qualifications of Firm's Employees

DRC Emergency Services LLC understands the need to provide quality and experienced personnel to jurisdictions at their time of need. As such our commitment to the City of Ormond Beach is to assign the most proficient and experienced persons to successfully manage and complete any potential project. Given the nature of the work performed in our industry, estimating manpower or man hour needs is virtually impossible. DRC incorporates a practice of employing excess project managers and reservists in an attempt to guarantee response to any event or events that occur. Throughout our 32-year history and in response to major events such as Hurricanes Imelda, Dorian, Barry, Florence, Michael, Harvey, Maria, Irma, and the dozens of others throughout the years such as Matthew, Hermine, Katrina, Rita, Wilma, Ike, and the BP Oil Spill. DRC has always provided quality trained and proficient personnel for every event.

Mark Stafford, Vice President of Response and Recovery, has 38 years of experience and has been with DRC for 16 years. Kristy Fuentes, Vice President of Compliance and Administration, has 20 years of experience and has been with DRC for 15 years. With over 50 years combined experience, Mr. Stafford and Ms. Fuentes have worked together on all major activations for the past decade. Together, they provide hands-on guidance to DRC's Regional, Project and Program Managers. Project Manager, Sam Dancer and Vice President of Operations, Joe Newman both have over 14 years relevant experience and have worked together on numerous occasions. This team of Key Personnel is experienced and well trained with a rapport that only comes from years of teamwork.

Key Personnel

DRC, its subcontractors, and/or personnel lists their accomplishments among memberships in several professional organizations including NEMA, APWA, SWANA and the Society of American Military Engineers. DRC and/or its' affiliates, associates and/or subcontractors are licensed General Contractors in the states in which DRC performs disaster response services. DRC is familiar with USACE, FEMA, and FHWA rules and regulations, the Stafford Act, and 44CFR as they pertain to emergency response, recovery and reimbursement.

John Sullivan, President

Mr. Sullivan has vast experience in all aspects of the construction industry, ranging from marine construction and dredging, land development and infrastructure construction as well as the intricate completion of individual custom homes. Mr. Sullivan, along with his brothers, started Sullivan Land Services, Ltd. which provides comprehensive site services for disaster response and recovery, infrastructure, and commercial landscaping, while earning a degree at Texas A&M University in Construction Management. His ingenuity eventually led to the creation of Sullivan Interests, Ltd., a portfolio of companies that provides services and products to various industries.

With over 26 years of experience in the construction industry, Mr. Sullivan has gained both extensive knowledge and hands on experience with the recovery process.

FEMA Certifications: IS-20.18, IS-100.b, IS-100.pwb, IS-200.b

Mark Stafford, Vice President of Response and Recovery

Mr. Stafford brings many years of experience in disaster and commercial/industrial waste management to DRC Emergency Services. He has participated in recovery following ice storms and hurricanes throughout the Southeast. Mr. Stafford has overseen and operated landfills, recycling operations and transportation companies exceeding \$200 million in annual revenues. He has managed teams of over 1,100 staff serving business, industry and municipalities.

Tab A: Background of Firm

RFP No. 2021-17 Debris Removal, Reduction, and Recovery for City of Ormond Beach

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Prior to joining DRC, Mr. Stafford was the president and regional director of Allied Waste for the State of Louisiana. He also worked in an executive capacity for Waste Management. He earned a B. S. in business from the University of Louisiana.

FEMA Certifications: IS-5.a, IS-11.a, IS-33.17, IS-35.17, IS-100.pwb, IS-106.17, IS-200.b, IS-315, IS-317, IS-546.a, IS-547.a, IS-660, IS-700.a, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-806, IS-906, IS-907, IS-2900

Kristy Fuentes, Vice President of Compliance and Administration

Kristy Fuentes is the Vice President of Compliance and Administration for DRC Emergency Services, LLC (DRC ES) and Chief Ethics & Compliance Officer. Previously, Ms. Fuentes was Director of Business Development, leading the marketing, sales and communications functions. Since joining DRC in 2005, Ms. Fuentes has provided assistance to clients in planning, program management, disaster response, demolition contracting and regulatory compliance.

Following Hurricane Katrina, Ms. Fuentes managed expansive projects for the Orleans Levee Board, St. Bernard Parish and the United States Corps of Engineers. Ms. Fuentes has served as program manager for four contracts with the Louisiana Department of Environmental Quality, including the “Katrina Car and Vessel” contract and three massive demolition projects in the City of New Orleans. Following Hurricane Gustav, Ms. Fuentes managed nine major disaster-response contracts across southern Louisiana with a cumulative contract value of over thirty million dollars. In response to the BP MC 232 oil spill, Ms. Fuentes played a key role in the clean-up of lower Jefferson, Terrebonne and Plaquemines Parishes through the employment and management of hundreds of local residents and vessels.

Since November 2013, Ms. Fuentes has implemented changes and improvements to the methods and procedures for contract, licensing and pre-qualification processes, ensuring contractor compliance with Federal and State regulations.

Ms. Fuentes plays a key administrative role in every project DRC performs. In the wake of Hurricanes Michael and Florence in 2018 she directed 45 simultaneous contract activations while providing oversight of accounting, invoicing, ticket reconciliation and overall administrative management. Ms. Fuentes has provided this kind of oversight on all of DRC’s projects since 2013.

FEMA Certifications: IS-5.a, IS-10.a, IS-11.a, IS-29, IS-37.17, IS-42, IS-100, IS-100.b, IS-100.pwb, IS-106.17, IS-200.b, IS-241.b, IS-244.b, IS-315, IS-317, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-700, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-906, IS-907, IS-909, IS-2900

“The team at DRC has been most professional, engaging, and amenable to the City’s needs during the initial five-year period. We expect nothing less from the next five-year period”

— Harry Hayes Director of Solid Waste Management City of Houston

Joe Newman, Vice President of Operations

With more than 13 years of experience in overseeing large-scale construction and disaster-related debris management projects, Mr. Newman has managed teams over multiple disasters including Hurricanes Isabel, Dennis, Katrina and Ike. Through the years, he has had many roles including heavy equipment operation, planning and coordination of construction process, securing permits and licenses, delivery of materials and equipment, FEMA compliance, coordinating and operating with municipality officials, and estimating for contracts.

As Vice President of Operations, Mr. Newman provides operational oversight in order to measure progress and adjust processes to ensure the success of the project. Mr. Newman oversees all project managers and works closely with management personnel to maintain efficient team structure during an activation.

Previously, while activated for Hurricane Ike, Mr. Newman oversaw the collection, processing, and recycling/disposal of over 1,000,000 cubic yards of debris. His recent project activations include Hurricanes Michael, Florence, Harvey, Maria, and Irma. Mr. Newman plays a role in every major activation providing overall project management and operational oversight.

FEMA Certifications: IS-33.17, IS-35.17, IS-100.b, IS-100.pwb, IS-632.a, IS-702.a, IS-2900

Other Certifications: Hazwoper

Tony Furr, Director of Technical Assistance and Training

Mr. Furr was the Region VI Debris Subject Matter Expert (SME) from 2013 – 2021 for FEMA and has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer for over 100 federally declared disasters and emergencies. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

Mr. Furr was directly involved in the FEMA Public Assistance (PA) grant program since 2005 (Hurricane Katrina and Rita) through 2020 COVID-19 events, including Hurricane Ike and Hurricane Harvey. Mr. Furr's knowledge and experience of the FEMA PA program is invaluable to both DRC Emergency Services, and all clients while navigating the FEMA Disaster grants programs. Mr. Furr is also a FEMA trainer for Grants Management and Debris Management. He has delivered the Debris Management training at the National Hurricane Conference, the Texas Emergency Managers Conference, the Oklahoma Emergency Managers Conference and presided over the round table workshops hosted by the Disaster Recovery Contractors Association (DRCA) in FEMA Region VI.

Tony Furr is one of the most knowledgeable people working in the debris management business with firsthand field experience managing major disasters and PA grants.

FEMA Certifications: ICS-100, ICS-200, IS-24, IS-632.a, IS-634, IS-800.b, IS-821, IS-00022, IS-00230, IS-00317, IS-00393.a, IS-00631, IS-00632, IS-00821, IS-1812

Other Certifications: National Wildlife Coordinative Group Certifications L-381 and L-480; E0193 Certified Appeal Analyst; Various field training, including CEF, Hazard Mitigation, PA Ops 1, PA Ops 2, and Debris; Project Management (Certified Project Manager (CPM) URS Corporation

Jay Gunter, Regional Manager

Mr. Gunter comes to DRC with 35 years in the solid waste business. Having started his career in solid waste in 1983, Mr. Gunter has operated nearly every type of waste and/or hauling truck. Additionally, he has held many positions in the solid

Tab A: Background of Firm

RFP No. 2021-17 Debris Removal, Reduction, and Recovery for City of Ormond Beach

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waste business. Mr. Gunter has served as an incident commander through several hazardous waste events. As a previous Solid Waste Superintendent with Lake County, Florida, Mr. Gunter has a unique understanding of a jurisdiction's needs during a disaster event. Most recently, Mr. Gunter worked as the regional manager in the Southeast region of the United States in response to hurricanes that occurred during the 2020 storm season; these hurricanes include Hurricanes Isaias, Sally, Laura, and Zeta. His previous disaster experience includes coordination or clean up after Hurricanes Hugo, Andrew, Alberto and Mitch as well as many other flood and tornado events. Some of his projects include Hurricane Michael and the 2018 Red Tide Event. During Hurricane Michael, Mr. Gunter worked closely with both Georgia and Florida's Departments of Transportation. Mr. Gunter is MOT certified, which makes him qualified to design and implement temporary traffic control plans to ensure the safety of personnel, motorists, and pedestrians, making him an invaluable asset to all DOT projects. Mr. Gunter has successfully certified over 200 people to meet MOT guidelines for Temporary Traffic Control Flagging Operations during DOT events for years 2020 and 2021.

FEMA Certifications: IS-27, IS-35.20, IS-100.c, IS-200.c, IS-632.a, IS-633, IS-700.b, IS-703.b, IS-800.d
Other Certifications: Hazwoper, Manager of Landfill Operations - Solid Waste Association of North America, Transfer Station Operations Certification - Solid Waste Association of North America, Trainer Certification in Smith System Defensive Driving 5 Keys, FDOT Temporary Traffic Control - Intermediate Course, FDOT Temporary Traffic Control-Advanced Course, VDOT Traffic Control Supervisor – Intermediate Course, Introduction to OSHA and the OSHA Act, 10-Hr OSHA Training for the Construction Industry, VDOT Advanced MOT Certification

Mark Bush, Project Manager

Mr. Bush is a Texas native who worked previously as Field Service Supervisor/Operations Coordinator for an oilfield services company specializing in water treatment. He served 6 years in the US Army as a Light Wheel Mechanic and also served as a Squad Leader with the 4th Brigade/4th Infantry Division. His prior experience has helped him hone his skills in personnel management, reliability and responsiveness, attention to detail and adaptability to change, and time management. Mr. Bush manages the daily logistical coordination of crews, heavy equipment, and support resources; work flow and future crew movement planning; and daily work site documentation. Additionally, he implements health and safety protocols to ensure that all work was completed safely. Following Hurricane Harvey, Mr. Bush served as the main point of contact to Harris County Engineering. He also worked closely with FDOT in the aftermath of Hurricane Michael. Mr. Bush went to Lamar University in Beaumont, TX.

FEMA Certifications: IS-100.c, IS-200.c

Other Certifications: Hazwoper, TX All-lines Ins. Adjuster (lic#2156078), SafeLand USA, SafeGulf USA, H2S Awareness Training, CPR AED Certified

Sam Dancer, Field Supervisor and Project Manager

After more than a decade in the military and law enforcement, Mr. Dancer became a Field Supervisor and Project Manager, handling contracts involving clean-up following Hurricanes Gustav and Ike; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill; and the Port Au Prince, Haiti earthquake.

More recently, he was involved in: St. Charles County and the City of Bridgeton tornado debris removal (MO); Tuscaloosa (ALDOT) residential demolition of tornado-damaged residences (AL); Terrebonne Parish (LA) and St. Louis Bayou (MS) Cleanout project; City of New Orleans Strategic Demolition for Economic Recovery project (LA); East Baton Rouge Parish wind storm damage (LA); Ascension Parish, Tangipahoa Parish (LA), and Houston (TX) flood damage; project manager for Hurricane Irma Largo.

FEMA Certifications: IS-3, IS-5.a, IS-10.a, IS-11.a, IS -20.19, IS -21.19, IS-29, IS-33.17, IS-36, IS-37.19, IS-42, IS-60.b, IS-75, IS-100.c, IS-100.fda, IS-100.fwa, IS-100.hcb, IS-100.he, IS-100.leb, IS-100.pwb, IS-106.17, IS-200.b, IS-200.hca, IS-201, IS-230.d, IS-240.b, IS-241.b, IS-244.b, IS-315, IS-317, IS-324.a, IS-325, IS-394.a, IS-405, IS-420, IS-421, IS-453, IS-454, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-660, IS-700.b, IS-702.a, IS-703.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-807, IS-807, IS-809, IS-810, IS-811, IS-812, IS-813, IS-906, IS-907, IS-909, IS-912, IS-914, IS-01010, IS-1150, IS-1172, IS -2000, IS-2002, IS -2500, IS -2600, IS-2900.a

OSHA Certifications: OSHA-105, OSHA-107, OSHA-108, OSHA-112, OSHA-113, OSHA-115, OSHA-116, OSHA-121, OSHA-122, OSHA-123, OSHA-144, OSHA-150, OSHA-151, OSHA-152, OSHA-161, OSHA-162, OSHA-602, OSHA-603, OSHA-605, OSHA-612, OSHA-614, OSHA-618, OSHA-700, OSHA-701, OSHA-702, OSHA-704, OSHA-707, OSHA-716, OSHA-718, OSHA-719, OSHA-722, OSHA-750, OSHA-806, OSHA-807, OSHA-808, OSHA-809, OSHA-815, OSHA-852

Other Certifications: Access to a TWIC card, Access to HSIN granted by the Department of Homeland Security for Louisiana, Mississippi, Texas, Alabama, and the EM Site

Lisa Garcia Walsh, Contracts Manager

Ms. Garcia Walsh has overseen DRC's contracts since 2010. Her role is to maintain all contractual records and documentation, such as receipt and control of all contract correspondence. She is responsible for applying, renewing, and activating general contractor licenses nationwide as well as other authorizations and pre-qualifications. Additionally, she is responsible for invoicing, ticket reconciliation and coordination with subcontractors, municipalities and monitoring firms regarding accounting procedures. Ms. Garcia Walsh helps ensure data is collected and processed efficiently.

Ms. Garcia Walsh brings experience in data management operations following some of the largest debris generating natural disaster in recent history. She oversaw data collection and processing for state and federally funded projects. She assists with data management, invoice reconciliation, and project closeout.

Ms. Garcia Walsh has provided administrative assistance to DRC's management personnel on all major disasters since 2013. Prior to joining DRC, Ms. Garcia Walsh provided administrative assistance for emergency response projects involving FEMA protocol.

FEMA Certifications: IS-5.a, IS-10.a, IS-11.a, IS-37.17, IS-42, IS-100.a, IS-100.b, IS-100.pwb, IS-106.17, IS-200.b, IS-201, IS-244, IS-315, IS-317, IS-324.a, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-660, IS-700.a, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-806, IS-906, IS-907 IS-909, IS-2900

Employment of Local & Minority Contractors

DRC maintains one of the industry's largest network of pre-screened and fully qualified subcontractors, including local and preferred vendors. DRC's subcontractors are evaluated extensively, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost.

The use of local resources is vitally important to a successful disaster recovery operation. DRC proudly promotes community involvement by working closely with local suppliers and vendors when the situation allows. DRC utilizes local vendors to the maximum extent possible to minimize load times, transportation costs, and schedule risk.

Because of its importance, we have developed a vast network of subcontractors that are uniquely qualified and meet all operational requirements envisioned under this RFP. DRC has access to more than 2,000 firms through our prequalified supplier database, including over 1,200 Small Business Firms. This database facilitates our ability to identify firms qualified for specific scopes of work and allows DRC to efficiently sort the firms by type of service and size of business.

Tab A: Background of Firm

RFP No. 2021-17 Debris Removal, Reduction, and Recovery for
City of Ormond Beach

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Throughout its history, DRC has maintained strong relationships with local vendors and subcontractors. We pride ourselves on facilitating local involvement during recovery efforts and encourage local knowledge and experience. DRC has assembled a cadre of thousands of subcontractors which includes SBE, MBE, WBE, HUB Zone, 8(a), and VOSB (including Service-Disabled VOSB) contractors. DRC has established procedures nationally recognized in the area of community outreach as discussed below.

PROPOSED SUBCONTRACTORS

Proposed Subcontractors
RPF Emergency Services, LLC Hunter Fuzzell 520 Mineral Trace, Unit C, Hoover, AL 35244 205-637-6949
WLW Construction Inc. John Wagner 24234 S.R. 46 Sorrento, Fl. 32776 352-383-7305

DRC will perform at least 30% of the work with its own forces.

LOCAL S/M/WBE RESOURCE PROGRAM

DRC understands that primarily mobilizing staff and equipment from local subcontractors reduces mobilization times and reduces cost. While DRC maintains a current, active subcontractor list, Regional Managers reach out to local subcontractors and small, minority and women-owned business enterprises (S/M/WBE) by utilizing:

- 🌐 Governmental databases
- 🌐 Local, regional, and national SBE compliance departments
- 🌐 Client and vendor references
- 🌐 Direct mail community outreach
 - Information can be found by contacting: 888-721-4DRC or going on drcusa.com

Upon receipt of Notice of Award, DRC will make contact with local governments and SBE Resource offices to schedule an informational and technical assistance workshop for potential vendors and businesses. The workshops provides:

- 🌐 “Hands on” technical assistance to a variety of companies
- 🌐 Matches S/M/WBE contractors with other companies in order to strengthen their competitive position

DRC is committed to ensuring that local companies are made aware of all potential contracting and partnership opportunities.

From our extensive experience with subcontractors, DRC knows the importance of establishing strict guidelines for performance and safety standards. All subcontractors will be screened for qualifications and safety compliance prior to being offered a contract



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with DRC. Additionally, at the discretion of the contracting agency, all subcontractors will be approved prior to beginning work. Our sample Subcontractor Agreement details the scope of work and responsibilities of each subcontractor. The Subcontractor Agreement also commits the subcontractor to all governmental regulations and requirements. All subcontractor equipment will be inspected and properly maintained and all personnel certifications and safety courses will be on file and renewed or updated as needed.

In addition to stringent qualifications standards, DRC requires the following summarized items from subcontractors:

- 🌐 Compliance with all DRC safety plans.
- 🌐 Ability to meet liability and automobile insurance requirements (these may vary from contract to contract).
- 🌐 Compliance with governmental employment regulations, unemployment compensation and workman's compensation laws.
- 🌐 Completion of a subcontracting agreement specifying the scope of work, terms and conditions, pricing, liability requirements and any hold harmless agreements.



DRC Emergency Services, LLC
110 Veterans Memorial Boulevard, Suite 515
Metairie, Louisiana 70005
Phone: (888) 721-4372 Fax: (504) 482-2852

Company Name: _____

Contact Person: _____

Contact Phone #: _____

Contact Email: _____

Address: _____

DBE/WBE: _____

Licensing/Certifications: _____

Equipment: _____

Notes: _____



DRC Emergency Services, LLC
110 Veterans Memorial Boulevard, Suite 515
Metairie, Louisiana 70005
Phone: (888) 721-4372 Fax: (504) 482-2852
www.drcusa.com

In the event of a disaster in the Jurisdiction and DRC Emergency Services is tasked with the Debris Removal and Disposal, the following equipment and licensing will be required:

EQUIPMENT:

- a) Hauling Equipment with bed capacity of greater than 30 CY and up to 100 CY is preferred. Self-loading equipment is also preferred, however, pieces of hauling equipment can be coupled with front end loaders with grapples and bobcats with grapples that are capable of loading hauling equipment. All equipment must meet DOT standards for on road travel. All loading equipment must operate with rubber tires.
- b) Seventy Hour Emergency Push (short term use) – the above equipment applies, however, rubber tire front end loaders, motor graders, telehandlers, backhoes, bobcats with buckets can be used during the first 70 hours.
- c) Operation of the DMS sites (Debris Management Sites) – Bulldozers, water disbursement trucks, grapple trucks, backhoes can be used for this operation.

INSURANCE REQUIREMENTS:

- a) General Liability - \$1,000,000.00 / \$1,000,000.00 Aggregate
- b) Workers Compensation - \$1,000,000.00/\$1,000,000.00/\$1,000,000.00

DBE CERTIFICATION

DBE Certificate not required; however, if you are DBE registers with the Jurisdiction, please send a copy of the certification by fax or mail to:

110 Veterans Memorial Boulevard, Suite 515
Metairie, LA 70005
FAX: (504) 482-2852

Tab A: Background of Firm

RFP No. 2021-17 Debris Removal, Reduction, and Recovery for
City of Ormond Beach

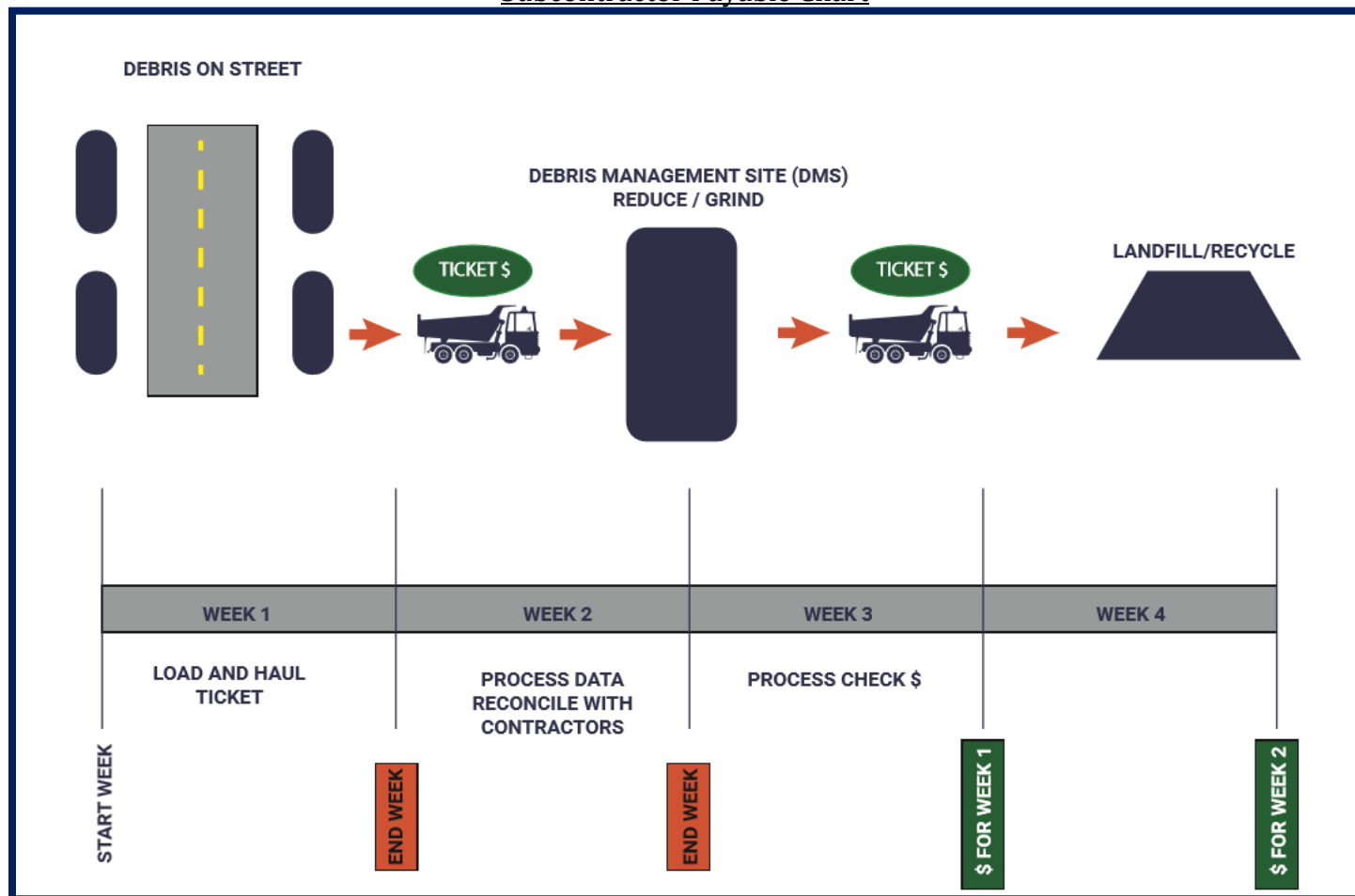


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PROMPT PAYMENT OF S/M/WBES

In addition to occasionally assisting S/M/WBES with operating startup costs, DRC has a 20 plus year history of paying subcontractors on a weekly basis. This expedited payment policy is critical to small businesses as they may experience cash flow issues that can impact operations.

Subcontractor Payable Chart



AFFIRMATIVE ACTION/ EQUAL OPPORTUNITY POLICY

DRC is an equal employment opportunity employer. Employment decisions are based on merit and business need, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law. DRC complies with the law regarding reasonable accommodation for handicapped and disabled employees. DRC's President has issued the following policy:

DRC recognizes the value of hiring a diverse group. Due to the nature of our work and the fact that we provide services worldwide, we find it necessary and advantageous to employ a number of persons from various countries who are of different races, religions and ethnic groups. In addition, we believe work force diversity may provide a significant market advantage.

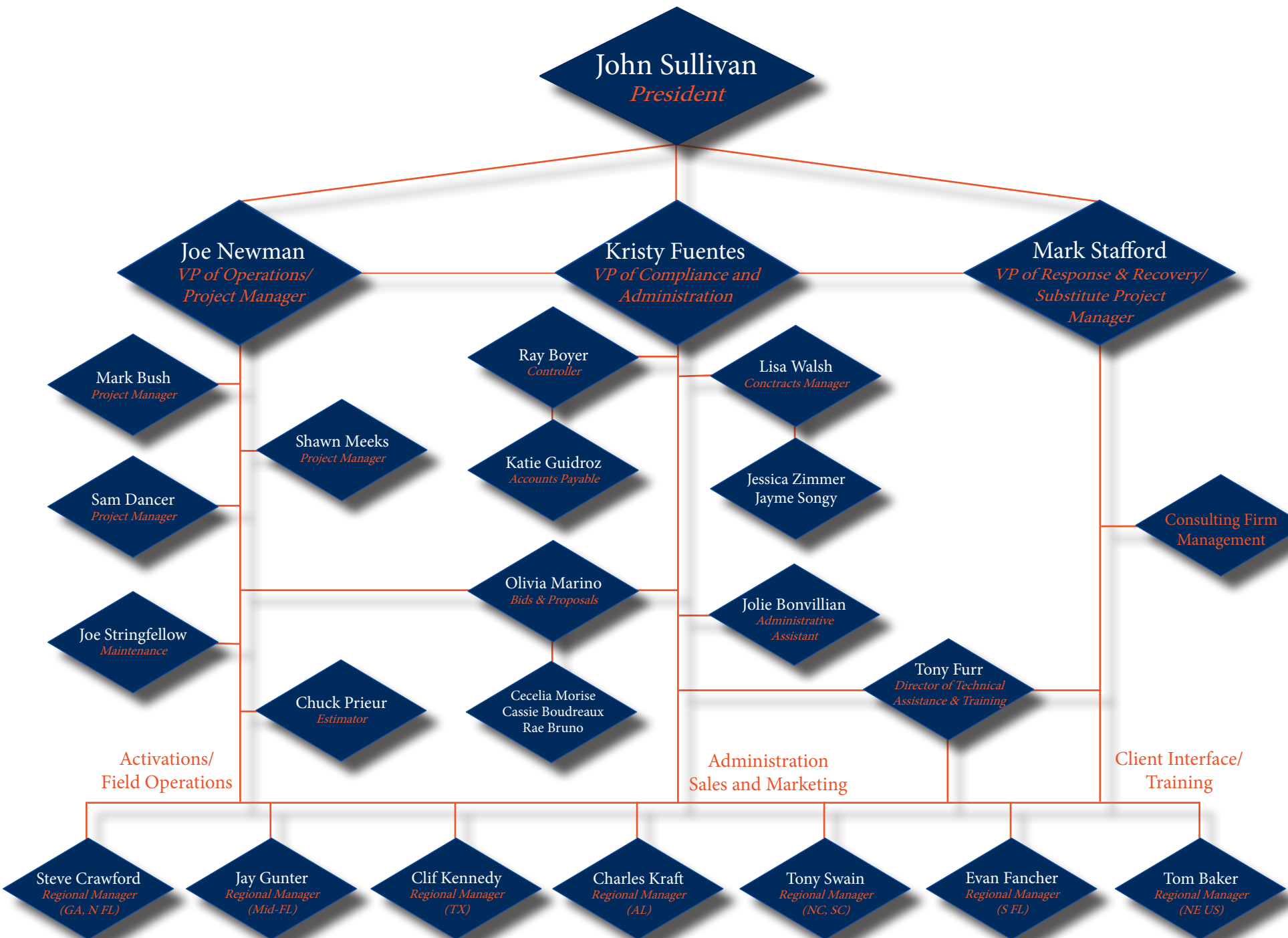
It is the policy of DRC to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). DRC will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. DRC will also make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on DRC.

Equal employment opportunity notices are posted as required by law. Management is primarily responsible for seeing that DRC's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone. Any employee, including managers, involved in discriminatory practices will be subject to termination.

Federal Identification Number

DRC's FEIN is 63-1283729





John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

the entity records on file in this office disclose that DRC Emergency Services, LLC was formed in Mobile County, Alabama on September 12, 2001. The Alabama Entity Identification number for this entity is 677-589. I further certify that the records do not disclose that said entity has been dissolved, cancelled or terminated.



20150921000013258

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

9/21/2015

Date

A handwritten signature in black ink that reads 'J. H. Merrill'.

John H. Merrill

Secretary of State



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE RESIDENTIAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SMITH, HAMILTON BEVERIDGE

DRC EMERGENCY SERVICES, LLC
P.O. Box 170 P.O. BOX 17017
GALVESTON TX 36608

LICENSE NUMBER: CRC1331307

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

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

(850) 487-1395

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

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

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



**STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION**

CRC1331307

ISSUED: 05/29/2020

CERTIFIED RESIDENTIAL CONTRACTOR
SMITH, HAMILTON BEVERIDGE
DRC EMERGENCY SERVICES, LLC

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2022

Ron DeSantis, Governor

Halsey Beshears, Secretary

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

LICENSE NUMBER: CRC1331307

EXPIRATION DATE: AUGUST 31, 2022

THE RESIDENTIAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SMITH, HAMILTON BEVERIDGE
DRC EMERGENCY SERVICES, LLC
P.O. Box 170 P.O. BOX 17017
GALVESTON TX 36608



ISSUED: 05/29/2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida

Department of State

I certify from the records of this office that DRC EMERGENCY SERVICES, LLC is an Alabama limited liability company authorized to transact business in the State of Florida, qualified on July 18, 2005.

The document number of this limited liability company is M05000003946.

I further certify that said limited liability company has paid all fees due this office through December 31, 2014, that its most recent annual report was filed on June 10, 2014, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-seventh day of
January, 2015*



Ken Detmer
Secretary of State

Authentication ID: CU5800449263

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

<https://efile.sunbiz.org/certauthver.html>



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

Detail by Entity Name

Foreign Limited Liability Company
DRC EMERGENCY SERVICES, LLC

Filing Information

Document Number	M05000003946
FEI/EIN Number	63-1283729
Date Filed	07/18/2005
State	AL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	09/29/2015
Event Effective Date	NONE

Principal Address

6702 BROADWAY STREET
Galveston, TX 77554

Changed: 11/13/2018

Mailing Address

110 VETERANS MEMORIAL BLVD,
SUITE 515
METAIRIE, LA 70005

Changed: 01/31/2018

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 North Calhoun Street
Suite 4
Tallahassee, FL 32301

Name Changed: 10/29/2013

Address Changed: 04/16/2019

Authorized Person(s) Detail

Name & Address

Title Vice President/ Secretary

FUENTES, KRISTY

6702 Broadway Blvd.
Galveston, TX 77554

Title President

Sullivan, John R
6702 Broadway Blvd.
Galveston, TX 77554

Title Owner

DRC Equity, LLC
6702 Broadway Blvd.
Galveston, TX 77554

Annual Reports

Report Year	Filed Date
2018	04/18/2018
2019	04/16/2019
2020	04/09/2020

Document Images

04/09/2020 -- ANNUAL REPORT	View image in PDF format
04/16/2019 -- ANNUAL REPORT	View image in PDF format
04/18/2018 -- ANNUAL REPORT	View image in PDF format
04/14/2017 -- ANNUAL REPORT	View image in PDF format
04/28/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
04/25/2016 -- ANNUAL REPORT	View image in PDF format
04/29/2015 -- ANNUAL REPORT	View image in PDF format
12/03/2014 -- LC Amendment	View image in PDF format
06/10/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
01/13/2014 -- ANNUAL REPORT	View image in PDF format
10/29/2013 -- Reg. Agent Change	View image in PDF format
01/21/2013 -- ANNUAL REPORT	View image in PDF format
04/11/2012 -- ANNUAL REPORT	View image in PDF format
03/15/2011 -- ANNUAL REPORT	View image in PDF format
10/15/2010 -- REINSTATEMENT	View image in PDF format
03/27/2009 -- ANNUAL REPORT	View image in PDF format
03/13/2008 -- ANNUAL REPORT	View image in PDF format
04/02/2007 -- ANNUAL REPORT	View image in PDF format
08/03/2006 -- ANNUAL REPORT	View image in PDF format
03/16/2006 -- ANNUAL REPORT	View image in PDF format
07/18/2005 -- Foreign Limited	View image in PDF format

CURRENT CONTRACTS IN FLORIDA

State of Florida			
Angler's Club	Fort Myers	Miami-Dade County (2)	Safety Harbor (City of)
Homeowners	Fort Walton Beach	Miami Beach (City of)	Sanibel (City of)
Association	Glades County	Miami Shores Village	Sarasota County
Angler's Homeowners	Gulf Breeze	Miramar (City of)	Sarasota (City of)
Association	Gulfport	Monroe County (3)	Seminole Tribe of FL
Atlantic Beach (City of)	Hernando County (2)	Newberry (City of)	Sewall's Point (2)
Bal Harbour (Village of)	Hialeah	Niceville (City of)	South Broward Drainage
Bay County	Hollywood (City of) (2)	North Bay Village	District
Broward County (2)	Holmes County	North Lauderdale	South Daytona
Calhoun County	Indian Creek Village	North Miami	South Florida Water
Cape Coral	Indian Rocks Beach	Northwest Florida Water	Management District
Charlotte County (2)	Indiantown	Management District	South Indian Water
Charlotte County School	Inverness	(NWFWM D)	Control District
District	Jackson County (2)	Ocean Reef Club, Inc	South Miami
Citrus County	Jupiter Island (2)	Ocean Reef Community	South Pasadena
Coconut Creek	Key Colony Beach	Association	St. Augustine
Cooper City	Keys Utility Board	Ocean Ridge (Town of)	St. Lucie County
Daytona Beach	Lake Worth	Orlando	Stuart (City of)
Debary	Lake Worth Beach	Ormond Beach	Surfside
Deland	Lakeland	Oviedo	Sunny Isles Beach
Doral	Largo	Palm Beach County School	Tallahassee
Dunedin	Lauderdale Lakes	District	Tampa
Edgewater	Lee County (3)	Palm Beach County Solid	Tavares
Escambia County	Leesburg (City of)	Waste Authority	Temple Terrace
FDEP	Leon County	Palm Beach (Town of)	Treasure Island
FDOT District 2	Lighthouse Point	Palm Beach Gardens	Utility Board of Key
FDOT District 3	Longboat Key	Palm Coast (City of)	West
FDOT District 5	Longwood (City of)	Palm Springs (Village of)	Valparaiso (City of)
FDOT District 7	Lynn Haven (City of)	Palmetto Bay	Venice
Fernandina Beach	Maitland (City of)	Pembroke Park	Vero Beach
FL Municipal Power	Manatee County	Pinellas County	Virginia Gardens (Village
Authority	Marathon	Polk County	of)
Flagler County	Mary Esther	Polk County School Board	Volusia
Ft. Pierce Utility	Martin County	Pompano Beach	Washington County
Authority	Marion County	Port St. Lucie	Weston
	Miami (City of)	Redington Beach	Wellington

Please see DRC's Availability of Firm's Resources in Tab C- Investment Approach for information on commitment and availability of staff and resources to the City of Ormond Beach.

Tab B: Experience

RFP No. 2021-17 Debris Removal, Reduction, and Recovery for
City of Ormond Beach

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PROJECTS IN EXCESS OF 1,000,000 CUBIC YARDS

The maximum amount was reimbursed on the jobs below. DRC has a 32-year record of assisting local jurisdictions with FEMA reimbursement without a single deobligation.

2020	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT	CUBIC YARDS
September	Grant Parish, LA Sissy Pace (318) 627-3157 sissy.pace@gppj.org	Disaster Debris Removal – Hurricane Laura DR-4559	\$11,817,169.83	1,146,281.3
2018	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT	CUBIC YARDS
October	FDOT Region 3 Bay and Calhoun Counties Rena Sanders (850) 330-1658 Rena.Sanders@dot.state.fl.us	Debris Removal—Hurricane Michael (DR-4399)	\$33,539,480.67	1,262,921.2
October	FDOT Region 2 Gulf, Liberty, Franklin, Gadsden, Wakulla, Leon, and Jefferson Counties Rena Sanders (850) 330-1658 Rena.Sanders@dot.state.fl.us	Debris Removal—Hurricane Michael (DR-4399)	\$23,193,485.63	1,235,024.65
October	Jackson County, FL Judy Austin (850) 718-0005 jaustin@jacksoncountyfl.com	Debris Removal—Hurricane Michael (DR-4399)	\$40,000,000	2,346,830.4
October	Wilmington, NC Dave Mayes (910) 341.5880 Fax: (910) 431-0099 Dave.Mayes@wilmingtonnc.gov	Debris Removal—Hurricane Florence (DR-4393)	\$118,716,164.35	1,370,557.25
2017	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT	CUBIC YARDS
November	DTOP-Puerto Rico Carlos Contreras 787-722-2939 ccontreras@dtop.pr.gov	Hurricane Maria Debris Removal (DR-4339)	\$78,295,107	1,082,845.80
September	Harris County, TX Paige McInnis (713) 274-4427 Paige.mcinnis@pur.hctx.net	Debris Removal - Hurricane Harvey (DR-4332)	\$33,677,520.71	1,263,408.66
September	Houston, TX Joanne Song (832) 393-0484 joanne.song@houstontx.gov	Debris Removal - Hurricane Harvey (DR-4332)	\$21,854,657.54	1,136,290.04
2016	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT	CUBIC YARDS
August	East Baton Rouge Parish/City of Baton Rouge Adam Smith, P.E., (225) 389-5623 Fax: (225) 389-5391 AMSmith@brgov.com	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$35,000,000.00	1,947,581
2014	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT	CUBIC YARDS
February	South Carolina Department of Transportation Mark Hunter (803) 737-1290 Fax: (803) 737-2850 Huntermw@scdot.org	Clearing Roads, ROW, Debris Hauling due to a hurricane/storm event	\$44,233,669.57	1,464,598.00

RFP No. 2021-17 Debris Removal, Reduction, and Recovery for City of Ormond Beach

7 Year Past Performance

Please see below for projects performed by DRC over the last 5 years. Project values below with asterisks (*) are in progress and amounts are subject to change.

2021	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
April	Coweta, GA	Disaster Debris Clearance and Removal Services	\$200,000
April	City of Austin, TX	Winter Storm Debris Removal	*500,000
April	Shelby County, AL	Alabama Tornadoes	*\$400,000
April	Calhoun County, AL	Alabama Tornadoes	*1,500,000
April	Westwego (City of), LA	Hurricane Zeta DR-4573	\$20,000
March	Central, LA	Winter Storm Debris	\$27,000
February	East Baton Rouge	Winter Storm Debris Removal	1,200,000
February	Texas Department of Transportation	Waterway Debris Removal	\$334,495.25
January	CalRecycle	2020 Fires, Debris Removal & Hazard Tree Removal Services	\$183,735,350
January	Washington County, AL	Disaster Debris Removal Services – Hurricane Zeta DR-4573	* \$3,000,000
January	Clarke County, AL	Disaster Debris Removal Services – Hurricane Zeta DR-4573	* \$3,500,000
2020	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	State of Washington	Town of Malden Fire Clean up	\$4,567,224.89
November	City of Selma, AL	Disaster Debris Removal Services – Hurricane Zeta DR-4577	*\$200,000
November	Mobile County, AL	Disaster Debris Removal Services – Hurricane Zeta DR-4577	* \$2,000,000
November	City of Prichard, AL	Disaster Debris Removal Services – Hurricane Sally DR-4563	\$682,861.00
November	Stone County, MS	Disaster Debris Removal Services – Hurricane Zeta DR-4576	* \$1,500,000
November	City of Lucedale, MS	Disaster Debris Removal Services – Hurricane Zeta DR-4576	\$513,307.96
November	City of Moss Point, MS	Disaster Debris Removal Services – Hurricane Zeta DR-4576	\$128,758.93
November	City of Alexander City, AL	Weather Event of April 2020	\$281,101.19
November	Forsyth County, GA	Disaster Debris Removal Services – Hurricane Zeta DR-4579	\$49,837.85
October	Plaquemines Parish, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$370,612.8
October	City of Niceville, FL	Disaster Debris Removal Services – Hurricane Sally DR-4564	\$31,410.39
October	ALDOT- Grove Hill District	Disaster Debris Removal Services – Hurricane Zeta DR-4573	* \$6,000,000
October	City of Slidell, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	* \$350,000

Tab B: Experience

RFP No. 2021-17 Debris Removal, Reduction, and Recovery for
City of Ormond Beach

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October	Jefferson Parish, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$2,937,024.93
October	City of New Orleans, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$391,359.16
October	Terrebonne Parish, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$89,187.06
October	St. Charles Parish, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$97,940.95
October	St. Bernard Parish, LA	Disaster Debris Removal Services – Hurricane Zeta DR-4577	\$591,978.10
October	City of Kenner, LA	Food Services – Hurricane Zeta DR-4577	\$23,685
October	Jefferson County, TX	Logistic Services – Hurricane Delta	\$13,530
October	City of Baker, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$121,977.20
October	East Baton Rouge, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$684,139.37
October	City of Central, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$106,353
October	Pointe Coupee Parish, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$27,000
October	West Feliciana Parish, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	\$94,143.05
October	Lafayette Parish, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	* \$4,500,000
October	Acadia Parish, LA	Disaster Debris Removal Services – Hurricane Delta DR-4570	* \$1,500,000
October	City of Semmes, AL	Disaster Debris Removal Services – Hurricane Sally DR-4563	\$77,396
October	Vernon Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	* \$12,000,000
October	Natchitoches Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$793,043.66
September	Jefferson County Drainage District, TX	Logistic Services – Hurricane Laura DR-4559	\$12,886.39
September	City of Mary Esther, FL	Disaster Debris Removal Services – Hurricane Sally DR-4564	\$14,832.68
September	Jackson County, FL	Private Property Debris Removal— Hurricane Michael (DR-4399)	\$459,716.62
September	City of Gulf Breeze, FL	Disaster Debris Removal Services – Hurricane Sally DR-4564	\$1,023,202.02
September	Town of Dauphin Island, AL	Disaster Debris Removal Services – Hurricane Sally	* \$1,200,000
September	Mobile County, AL	Disaster Debris Removal Services – Hurricane Sally DR-4563	* \$5,000,000
September	City of Mobile, AL	Disaster Debris Removal Services – Hurricane Sally	* \$15,000,000
September	Winn Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$2,184,514.30
September	Natchitoches Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$793,043.66
September	City of Natchitoches, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$14,832.68
September	City of Cedar Rapids, IA	Collection of C&D Storm Damaged Household Items – Derecho Severe Storms DR-4557	* \$200,000

RFP No. 2021-17 Debris Removal, Reduction, and Recovery for City of Ormond Beach

September	Grant Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$11,817,169.83
August	Ouachita Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$2,239,882.51
August	Jefferson Davis Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$2,290,672.78
August	Lafayette Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$397,790.77
August	City of Crowley, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$282,736.22
August	State of Louisiana	Emergency Support Trailers – Hurricane Laura DR-4559	\$202,000
August	Jefferson County Drainage District	Emergency Disaster Assistance Recovery- Hurricane Laura DR-4559	\$12,886.39
August	City of Deland, FL	Disaster Debris Removal – Hurricane Isaias	\$45,606.46
August	City of Wilmington, NC	Debris Management Recovery & Removal Services- Hurricane Isaias	\$2,692,553.05
July	Matagorda County, TX	Debris Clearance & Removal – Hurricane Hanna	\$411,067
July	City of Central, LA	Debris Removal in response to Weather Event	\$3,400
May	Virginia Department of Emergency Management	COVID-19 Support	\$506,232.04
May	Lafourche Parish, LA	Debris Removal and Recovery Services	\$143,375
May	St. Charles Parish, LA	May 15 Flood Event	\$62,372.41
April	City of Mount Juliet, TN	Tornado Debris Removal (DR-4476)	\$1,258,201.54
April	Puerto Rico Power Authority	Vegetation Management	* \$11,000,000
January	City of Houston, TX	Mechanical Sand and Waterway Debris Removal, Lake Houston	* 15,792,662.59
2019	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	City of Port Aransas, TX	Municipal Boat Harbor Debris Removal Disposal Services – Hurricane Harvey (DR-4332)	\$273,428.60
September	Jefferson County, TX	Disaster Debris Management—Tropical Storm Imelda (DR-4466)	\$1,132,923.58
September	City of Liberty, TX	Disaster Debris Management—Tropical Storm Imelda (DR-4466)	\$87,791.50
September	City of Nederland, TX	Disaster Debris Management—Tropical Storm Imelda (DR-4466)	\$12,142.40
September	New Hanover County, NC	Disaster Debris Removal—Hurricane Dorian (DR-4465)	\$151,527.30
September	Town of Pine Knoll Shores, NC	Disaster Debris Removal—Hurricane Dorian (DR-4465)	\$126,898.25
September	City of Wilmington, NC	Pre-Staging Equipment—Hurricane Dorian (DR-4465)	\$26,106.20
August	City of Miami Beach, FL	Logistical Services—Hurricane Dorian (DR-4465)	\$38,400
August	City of Central, LA	Disaster Debris Removal— Hurricane Barry (DR-4462)	\$7,800
August	St. Charles County, MO	Emergency Flood Debris Removal and Disposal	\$650,075.00

Tab B: Experience

RFP No. 2021-17 Debris Removal, Reduction, and Recovery for
City of Ormond Beach

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August	Village of Plover, WI	Straight-Line Wind – Debris Removal	\$119,427.50
July	Assumption Parish, LA	Disaster Debris Removal— Hurricane Barry (DR-4462)	\$63,886.74
July	Pointe Coupee Parish, LA	Disaster Debris Removal— Hurricane Barry (DR-4462)	\$21,600
July	Terrebonne Parish, LA	Disaster Debris Removal— Hurricane Barry (DR-4462)	\$404,858.94
July	Lafayette Parish, LA	Disaster Debris Removal— Hurricane Barry (DR-4462)	\$225,250.75
July	East Baton Rouge Parish/City Of Baton Rouge, LA	Disaster Debris Removal— Hurricane Barry (DR-4462)	\$398,040.07
June	State of New York	Provide MRE's	\$30,6060.00
June	State of Louisiana- Sand Activation	Provide Sand per Region	\$2,537.00
June	Puerto Rico's Department of Parks and Recreation	Hurricane Maria Debris Removal (DR-4339)	\$4,890,171.32
June	Monroe County, MS	Tornado Debris Removal and Disposal Services	\$1,756,741.53
June	City of Ruston, LA	Debris Removal and Disposal from Event of April 25, 2019 (Tornado)	\$285,951.44
2018	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	Sampson County	Disaster Debris Removal Services— Hurricane Florence (DR-4393)	\$23,484.79
October	Jones County	Debris Removal— Hurricane Florence (DR-4393)	\$209,953.44
October	GDOT-Colquitt	Debris Removal— Hurricane Michael (DR-4399)	\$326,471.84
October	FDOT	Base Camp— Hurricane Michael (DR-4399)	\$1,888,658.00
October	FDOT Region 3 Bay and Calhoun Counties	Debris Removal— Hurricane Michael (DR-4399)	\$33,539,480.67
October	FDOT Region 2 Gulf, Liberty, Franklin, Gadsden, Wakulla, Leon, and Jefferson Counties	Debris Removal— Hurricane Michael (DR-4399)	\$23,193,485.63
October	Southport, NC	Debris Removal— Hurricane Florence (DR-4393)	\$467,856.46
October	Greene County, NC	Debris Removal— Hurricane Florence (DR-4393)	\$12,779.24
October	Jackson County, FL	Debris Removal— Hurricane Michael (DR-4399)	\$40,000,000
October	Holmes County, FL	Debris Removal— Hurricane Michael (DR-4399)	\$2,269,063.94
October	Pamlico County, NC	Veg Disposal— Hurricane Florence (DR-4393)	\$1,107,417.42
September	Carolina Beach, NC	Sand Debris Removal— Hurricane Florence (DR-4393)	\$19,158.60
September	Jasper, SC	On Call Tree Trimming and Removal	Maintenance Contract
September	Topsail Beach, NC	Debris Removal— Hurricane Florence (DR-4393)	\$650,092.07
September	Surf City, NC	Debris Removal— Hurricane Florence (DR-4393)	\$1,750,794.12
September	Pine Knoll Shores	Debris Removal— Hurricane Florence (DR-4393)	\$926,151.47

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September	Burgaw, NC	Debris Removal—Hurricane Florence (DR-4393)	\$260,824.92
September	Havelock, NC	Debris Removal—Hurricane Florence (DR-4393)	\$1,193,356.81
September	Wilmington, NC	Debris Removal—Hurricane Florence (DR-4393)	\$118,716,164.35
September	Pender County, NC	Debris Removal—Hurricane Florence (DR-4393)	\$10,819,632.94
September	Pinellas County, FL	Red Tide-Fish Kill	\$6,895,562.29
May	Port of Corpus Christi Authority (POCCA)	Marine Debris Removal Services	\$285,771.03
March	ACCA-Jacksonville	Severe Thunderstorms and Dangerously High Winds (DR-4362)	\$3,889,408.12
March	Jacinto City, TX	Debris Removal from Temporary Site	\$80,000.00
March	ACCA-Calhoun County	Severe Thunderstorms and Dangerously High Winds (DR-4362)	\$882,966.84
March	ACCA-St. Clair County	Severe Thunderstorms and Dangerously High Winds (DR-4362)	\$237,601.18
September	Florida Department of Environmental Protection	Marine Debris Removal - Hurricane Irma (DR-4337)	\$416,444.79
2017	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	DTOP-Puerto Rico	Hurricane Maria Debris Removal (DR-4339)	\$78,295,107
October	Miami-Dade County, FL	Site Management and Reduction of Temporary Debris Storage and Reduction Site - Hurricane Irma (DR-4337)	\$5,060,786.86
October	North Miami Beach, FL	Debris Management and Reduction - Hurricane Irma (DR-4337)	\$2,383,018.23
October	Monroe County, FL	Debris Removal - Hurricane Irma (DR-4337)	\$11,648,125.84
September	Brunswick, GA	Debris Removal - Hurricane Irma (DR-4338)	\$642,298.98
September	Orlando, FL	Debris Removal - Hurricane Irma (DR-4337)	\$570,879.96
September	Piney Point Village, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$ 30,010.87
September	Debarry, FL	Debris Removal - Hurricane Irma (DR-4337)	\$ 1,073,891.11
September	Inverness, FL	Debris Removal - Hurricane Irma (DR-4337)	\$97,056.16
September	Indian Creek Village, FL	Debris Removal - Hurricane Irma (DR-4337)	\$142,821.03
September	Bellaire, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$ 1,279,672.03
September	Daytona Beach, FL	Debris Removal - Hurricane Irma (DR-4337)	\$923,524.92
September	Surfside, FL	Debris Removal - Hurricane Irma (DR-4337)	\$103,132.63
September	Orange City, FL	Debris Removal - Hurricane Irma (DR-4337)	\$478,643.62
September	St. Augustine, FL	Debris Removal - Hurricane Irma (DR-4337)	\$469,540.11
September	DeLand, FL	Debris Removal - Hurricane Irma (DR-4337)	\$1,190,026.81

Tab B: Experience

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September	Waller County, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$31,010.87
September	Doral, FL	Debris Removal - Hurricane Irma (DR-4337)	\$41,121.84
September	Cutler Bay, FL	Emergency Cut & Toss - Hurricane Irma (DR-4337)	\$ 98,530
September	Fernandina Beach, FL	Debris Removal - Hurricane Irma (DR-4337)	\$835,621.90
September	Coconut Creek, FL	Debris Removal - Hurricane Irma (DR-4337)	\$1,273,788.48
September	Largo, FL	Debris Removal - Hurricane Irma (DR-4337)	\$715,802.20
September	Fort Lauderdale, FL	Debris Removal - Hurricane Irma (DR-4337)	\$8,196,643.97
September	Citrus County, FL	Debris Removal - Hurricane Irma (DR-4337)	\$1,648,345.56
September	North Miami, FL	Debris Removal - Hurricane Irma (DR-4337)	\$2,383,018.23
September	Miami, FL	Debris Removal - Hurricane Irma (DR-4337)	\$9,851,246.94
September	FDOT – District 2	Emergency Cut & Toss - Hurricane Irma (DR-4337)	\$563,069.00
September	Coconut Creek, FL	Food Activation - Hurricane Irma (DR-4337)	\$16,839.99
September	Palm Beach Gardens, FL	Food Activation - Hurricane Irma (DR-4337)	\$55,125.00
September	Taylor Lake Village, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$17,246.1
September	Humble, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$173,411.09
August	Cities of Port Neches, Nederland and Groves, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$1,062,849.32
August	Port Arthur, TX	Emergency Supplies - Hurricane Harvey (DR-4332)	\$336,668.94
August	Harris County, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$33,677,520.71
August	Texas City, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$217,981.17
August	Houston, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$21,854,657.54
August	TXGLO, TX	Beach Restoration - Hurricane Harvey (DR-4332)	\$400,000
August	Jefferson County, TX	Emergency Supplies and Debris Removal - Hurricane Harvey (DR-4332)	\$5,027,062.72
August	City of Port Aransas, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$11,771,717.34
August	City of Aransas Pass, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$7,595,915.65
August	City of Pasadena, TX	Food Services - Hurricane Harvey (DR-4332)	\$20,000
March	Chambers County, TX	Building Restoration as a result of a Tornado	\$3,400.00
January	Assumption Parish, LA	Removal of C&D from DMS - February 2016 Tornado	\$94,646.55
2016	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT

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November	Greene County, NC	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4285)	\$75,870.33
November	GDOT – Chatham County	Emergency Routine Maintenance - Hurricane Matthew (DR-4284)	\$1,390,795.73
November	Pender County, NC	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4285)	\$162,119.60
October	Sebastian, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4283)	\$387,820.47
October	Hyde County, NC	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4285)	\$344,248.99
October	North Topsail Beach, NC	Disaster Debris Removal and Disposal (Push& Load & Haul Operations) - Hurricane Matthew (DR-4285)	\$48,682.78
October	New Hanover County, NC	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4285)	\$912,661.04
October	City of Wilmington, NC	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4285)	\$918,465.95
October	Palm Beach Gardens, FL	Emergency Food Services - Hurricane Matthew (DR-4283)	\$52,600.00
October	City of Debarry, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4283)	\$256,463.67
October	City of Ormond Beach, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4283)	\$3,861,220.75
October	City of DeLand, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4283)	\$505,777.85
October	Orange City, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4283)	\$115,245.54
October	City of Daytona Beach, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4283)	\$3,861,220.75
October	City of St. Augustine, FL	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4283)	\$856,579.69
September	Leon County, FL	Debris Removal - Hurricane Hermine (DR-4280)	\$1,591,250.93
September	Citrus County, FL	Debris Removal - Hurricane Hermine (DR-4280)	\$200,846.00
August	East Baton Rouge Parish/City of Baton Rouge, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$35,000,000.00
August	Ascension Parish, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$5,903,607.61
August	Lafayette Parish, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$975,792.64
August	Tangipahoa Parish, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$468,387.73
August	St. Martin Parish, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$64,622.94
August	City of Baker, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$413,150.33
August	Iberville Parish/City of St. Gabriel, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$66,153.72
August	Coastal Water Authority Houston, TX	Lake Houston Dam Debris Removal and Road Restoration	\$1,624,328.13
June	City of Desoto, TX	Meadow Creek Park Remediation Resulting - May Tornado	\$1,030,62.00
June	Caldwell Parish, LA	March 2016 Flood - Louisiana Severe Storms and Flooding (DR-4263)	\$16,401.60
June	St. James Parish, LA	Haul Out - February 2016 Tornado	\$91,104.64

Tab B: Experience

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June	Parish of East Baton Rouge/City of Baton Rouge, LA	May 2016 Wind Event	\$198,105.72
May	Texas Department of Transportation – Smith & Cherokee County	Debris Removal - April 2016 Tornado	\$558,910.69
May	New Hanover County, NC	Debris Removal - May 2016 Tornado	\$41,351.56
April	Texas Department of Transportation – Hunt County	On-Call Tree Trimming	Maintenance Contract
April	Harris County, TX	Debris Removal - Texas Severe Storm and Flooding DR-4269	\$504,198.86
April	City of Houston, TX	Debris Removal - Texas Severe Storm and Flooding DR-4269	\$2,728,745.37
April	Texas Department of Transportation – Denton County	Tree Trimming & Tree and Brush Removal	Maintenance Contract
March	Tangipahoa Parish, LA	Debris Removal - Louisiana Severe Storms and Flooding (DR-4263)	\$72,224.79
February	Texas Department of Transportation – Hill County	Tree Trimming and Removal	Maintenance Contract
January	Prince George's County, MD	Snow Removal - Winter Storm Jonas	\$179,188.75
January	Loudon County, VA	Snow Removal - Winter Storm Jonas	\$223,113.50
January	Maryland Department of General Services	Snow Removal - Winter Storm Jonas	\$12,440.00
January	City of Baltimore, MD	Preston Road Complex Snow Removal - Winter Storm Jonas	\$122,550.00
January	State of Maryland – Highway Authority	Snow Removal - Winter Storm Jonas	\$465,500.00
January	State of Louisiana Sand Activation	Delivery of Sand to Krotz Springs, LA	\$28,991.76
January	Texas Department of Transportation – McLennan County	Tree Trimming and Removal	Maintenance Contract
2015	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
October	Ethyl Road Industrial Park, LLC	Pond Dewatering	Est. \$136,298
October	East Baton Rouge, LA Housing Authority	Turner Plaza Demolition-Building 6	\$187,523.53
August	Alabama Department of Transportation – District 2, Tuscaloosa Area	Tree Trimming and Removal	Maintenance Contract
July	Jackson County, MS	Landfill Services for Chipping, Grinding, Hauling, and Disposal of Vegetative Debris	\$67,200.00
July	St. Louis County, MO	Tree Removal	Maintenance Contract
June	Texas Department of Transportation – Waller and Montgomery County	Disaster Debris Removal and Disposal - Texas Severe Storm and Flooding (DR-4269)	\$87,304.60
May	Cities of Bellaire and Houston, TX	Disaster Debris Removal and Disposal & Base Camps - Texas Severe Storm and Flooding (DR-4269)	\$1,952,025.31
May	Parish of East Baton Rouge and Ascension Parish, LA	Disaster Street Clearing Debris Collection, Removal, Processing, Disposal and Management Services	\$875,867.76
April	Castlerock Communities, LP Houston, TX	Goose Creek Landing – Detention Pond Clearing & Section 1 Clearing	\$123,664.00
March	City of Corpus Christi, TX	Master Channel 31 Drainage Channel Excavation	\$878,176.52
February	New Caney Defined Benefits Area MUD Within the City of Houston ETJ in Montgomery County, TX	Phase 2 Clearing and Grubbing	\$618,286.08

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January	Harris County, TX	Expansion of James Driver Park Phase One	\$1,506,550.65
2014	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	Texas Department of Transportation – Smith County	Tree Removal	Maintenance Contract
November	Brazos County, TX	Tree Trimming and Removal	\$118,366.25
October	Harris County, TX	South Richey Storm Water Detention Basin Excavation	\$5,395,557.23
August	Alabama Department of Transportation – 2 nd Division District 3	Tree Trimming/Canopy Removal- District 3	\$115,842.50
August	Jefferson Parish, LA Public Works	Stumps and Root Mass Grinding	Maintenance Contract
July	City of Athens, AL	Grinding and Disposal of April 28,2014 Storm Debris/Green Waste	\$65,552.00
July	Hyde County, NC	Debris Management Services - Hurricane Arthur	\$8,750.00
July	Houston Parks Board	Bayou Greenways Tree pruning and Forestry- Maintenance Contract	Maintenance Contract
July	City of Shreveport, LA	Cross Lake Dam Embankment Vegetation Removal	\$227,287.26
July	City of Center Point, AL	Demolition and Cleanup	\$34,911.00
July	City of Archdale, NC	Winter Storm Debris Easement Removal	\$141,000.00
July	City of Jonesboro, AR	Debris Removal	\$280,000.00
May	City of Archdale, NC	Winter Storm Debris Removal	\$147,203.50
May	Gulf Breeze, FL	Emergency Debris Removal - April Rain Event	\$108,995.46
May	Okaloosa, FL	Emergency Debris Removal	\$5,816.78
April	Thomasville, NC	Debris Removal and Disposal, Debris Management, and Debris Clearance	\$473,222.69
March	City of New Orleans, LA	Strategic Demolitions for Economic Recovery	\$6,685,950.00
February	New Hanover, NC	Emergency Response, Management, and Recovery	\$1,146,756.55
February	Wilmington, NC	C&D Debris Removal and Vegetative Debris Removal and Disposal	\$1,555,223.85
February	Pender County, NC	Debris Management and Site Disposal	\$66,447.07
February	South Carolina Department of Transportation	Clearing Roads, ROW, Debris Hauling due to a hurricane/storm event	\$44,233,669.57
January	Richmond, VA	Snow Removal Services	\$36,855.00
January	Louisiana Department of Transportation and Development – Webster Parish	Tree Removal in Webster Parish	\$458,785.00

Please see letters of recommendation attached.

Tab B: Experience

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City of Ormond Beach

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REFERENCES

OWNER & TIMELINE	DESCRIPTION OF WORK	CONTRACT VALUE	CUBIC YARDS	POINT OF CONTACT
City of DeLand August 2020- September 2020	Debris Removal Services Hurricane Isaias	\$45,606.46	7,452	Kit Dennis Phone: (386) 951-9479 Kdennis@deland.org 120 S. Florida Avenue DeLand, FL 32720
City of Orlando October 2017 - January 2018	Debris Removal - Hurricane Irma (DR-4337)	\$570,879.96	29,584	Mike Carroll, <i>Solid Waste Division Manager</i> Phone: (407) 246-3050 michael.carroll@orlando.gov 400 South Orange Avenue Orlando, Florida 32801
City of Daytona Beach, FL September 2017- November 2017	Disaster Debris Removal and Disposal Hurricane Irma (DR-4337)	\$923,524.92	100,700	David Waller, <i>Deputy Director of Public Works</i> Phone: (386) 671-8681 Wallerd@codb.us 950 Bellevue Avenue Daytona Beach, FL 32114
City of Debary, FL October 2016 – January 2017	Disaster Debris Removal and Disposal Hurricane Matthew (DR-4283)	\$256,463.67	18,822.52	Allan Williamson, <i>Public Works/EM Director</i> Phone: (386) 668-2040 Fax: (386) 668-3523 Awilliamson@debary.org 12 Colomba Road Debary, FL 32713

FINANCIAL STRENGTH & STABILITY

DRC is one of the most **financially sound and stable companies** in the disaster response industry. With a **bonding capacity of over \$1 billion** and access to dedicated cash and credit lines in **excess of \$200 million**, DRC has the ability to manage and complete multiple projects simultaneously without being hindered by a lack of operating capital. During high storm seasons over the past decade, DRC operated substantially out of pocket prior to client payment, yet remained fully capable of providing the critical services necessary to complete all contracts.

- 🌐 The 2020 hurricane season consisted of numerous hurricanes including Hurricanes Hanna, Laura, Isaias, Sally, Delta, and Zeta; DRC was mobilized in Alabama, Georgia, Louisiana, Mississippi, Florida, Texas, and North Carolina and removed and disposed of over 5,900,000 cubic yards of debris. for contracts totaling over \$305 million.
- 🌐 The 2018 hurricane season brought several storms, most notably Hurricanes Florence and Michael. With only two weeks of reprieve between each storm, DRC mobilized in Florida, North Carolina, Virginia and Georgia simultaneously.
- 🌐 Three major hurricanes hit continental North America in 2017, Hurricanes Harvey, Irma, and Maria, consecutively. DRC managed a total of 53 projects simultaneously in the months that followed these disasters, totaling to \$207 million and 6 million cubic yards.
- 🌐 2016 brought several severe flooding events, primarily in Texas and Louisiana. Additionally, Hurricanes Hermine and Mathew wreaked havoc on Florida and the East Coast. DRC was activated in 30 total jurisdictions, DRC picked up a total of 4 million cubic yards of debris, totaling to an estimated amount of \$64.7 million contract value.
- 🌐 The winter of 2014 wreaked havoc on the eastern seaboard. Working primarily in South Carolina and North Carolina, DRC managed the debris removal for 5 counties in North Carolina and 8 counties for SCDOT. Removing over 225,000 trees and 1,400,000 cubic yards, the contract value is \$54,449,473.
- 🌐 DRC successfully performed in at least 9 contracts that were directly related to the British Petroleum Deepwater Horizon oil spill in the Gulf of Mexico which flowed for three months in 2010. The company's depth of knowledge with debris handling in ecologically sensitive environments was a significant asset to the regions affected. The total contract value is \$185,334,469.
- 🌐 In 2008, following Hurricanes Ike and Gustav, DRC provided debris removal services for 36 separate and simultaneous disaster management services contracts, including the cities of Houston, Galveston and New Orleans. The total value of these contracts was approximately \$200 million.

DRC has never failed to complete any awarded work, defaulted on a contract, or filed for bankruptcy. The company has a 100% assignment completion record.

Banking

Texas Capital Bank
Mike Chryssikos
Senior Vice President
One Riverway, Suite 2100
Houston, TX 77056
(832) 308-7109
michael.chryssikos@texascapitalbank.com
(Please see attached letter)

Surety

Bowen, Michlette & Britt Insurance
Agency LLC
Toby Michlette
Surety Bond Producer, Senior VP
1111 North Loop West, Suite 400
Houston, TX 77046
(713) 880-7109
Tmichlette@bmbinc.com
(Please see attached letter)

Insurance

McGriff, Seibels & Williams
Rob Harrison
818 Town & Country Blvd.
Suite 500
Houston, TX 77024
(713) 940-6544
Rob.harrison@mcgriff.com
(Please see sample insurance certificate attached)

DRC is prepared to provide a certified audit of the last available fiscal year upon request from the City.

Tab B: Experience

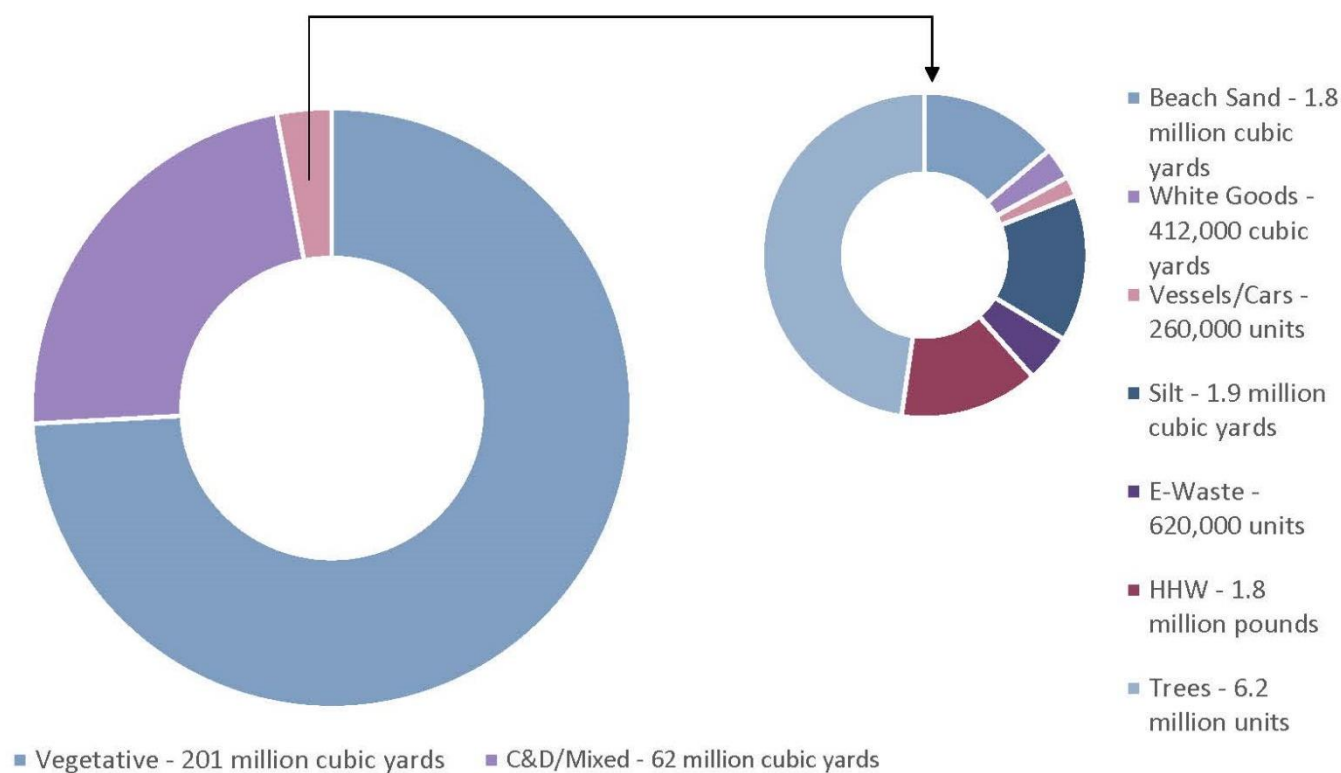
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ADDITIONAL INFORMATION

Historic Amounts of Debris Handled



“To date, DRC has cleared our ROW’s of approximately 1 million cubic yards of debris and removed dangerous learners and hangers. They have proven to be experience and knowledgeable in the storm debris removal process and an invaluable asset in our recuperation effort.”

— Juan M. Maldonado, Esq., Deputy Secretary, Chief Compliance Officer Fiscal Plan, Gov. of Puerto Rico Department of Transportation and Public Works

5 Year Project History



Tab B: Experience

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Relevant Work Experience

2020	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricane Zeta	Alabama: Alabama DOT, Clarke County, Dauphin Island, Mobile, Mobile County, Selma, Washington County Georgia: Forsyth County Louisiana: New Orleans, Slidell, St. Charles Parish, St. Bernard Parish, Terrebonne Parish, Jefferson Parish, Plaquemines Parish Mississippi: Lucedale, Moss Point, Stone County	32	2,020,000	\$21,743,693
Hurricane Delta	Louisiana: Acadia Parish, Baker, Central, East Baton Rouge Parish, Lafayette Parish, Pointe Coupee Parish, St. Landry Parish, West Feliciana Parish	9	560,000	\$7,047,143
Hurricane Sally	Alabama: Dauphin Island, Mobile, Mobile County, Pritchard, Semmes Florida: Gulf Breeze, Mary Esther, Niceville	11	1,035,146	\$23,029,702
Hurricane Laura	Louisiana: Acadia Parish, Crowley, Grant Parish, Jefferson County Drainage District, Jefferson Davis Parish, Lafayette Parish, Natchitoches, Natchitoches Parish, Ouachita Parish, Vernon Parish, Winn Parish Texas: Matagorda County	27	2,513,185	\$32,667,393
Hurricane Isaias	Florida: Deland, North Carolina: City of Wilmington	2	237,497	\$2,738,159
2019	Activations	Temporary Sites	Cubic Yardage	Contract Value
2019 Hurricane Season	Louisiana: Assumption Parish, Pointe Coupee Parish, Terrebonne Parish, Lafayette Parish, Central, East Baton Rouge Parish/City of Baton Rouge Florida: City of Miami Beach North Carolina: Town of Pine Knoll Shores, Wilmington, Pender County Texas: Jefferson County, City of Liberty, Nederland, and Houston	5	Approximately 445,428	Approximately \$4,410,094
2018	Activations	Temporary Sites	Cubic Yardage	Contract Value
Hurricane Michael	Florida: Holmes County, Jackson County, Florida Department of Transportation, Tyndall Air Force Base, NSA Panama City Georgia: Colquitt	27	5,458,219	\$ 85,415,129
Hurricane Florence	North Carolina: Pender County, Wilmington, Havelock, Burgaw, Pine Knoll Shores, Surf City, Topsail Beach, Pamlico County, New Hanover County, Greene County, Southport, Jones County, and Sampson County, Camp Lejeune	18	2,518,939	\$ 34,572,767.81
Alabama Tornado Outbreaks	Alabama: Calhoun County, St. Clair County, and the City of Jacksonville	2	350,881	\$ 5,009,976.14
2017	Activations	Temporary Sites	Cubic Yardage	Contract Value

RFP No. 2021-17 Debris Removal, Reduction, and Recovery for City of Ormond Beach

Hurricane Harvey	Texas: Texas GLO, Waller County, Harris County, Jefferson County, Port of Corpus Christi, Cities of Aransas Pass, Groves, Cleveland, Bellaire, Humble, Nederland, Port Aransas, Houston, Jacinto, Port Arthur, Piney Point Village, Port Neches, and Texas City	16	3,579,940.50	\$ 89,426,277.00
Hurricane Irma	Florida: Florida Department of Transportation, Florida Department of Environmental Protection, Monroe County, Citrus County, Miami-Dade County, Coconut Creek, Cutler Bay, Daytona Beach, Debary, Deland, Fernandina, Ft. Lauderdale, Indian Creek Village, Inverness, Largo, Miami, North Miami, North Miami Beach, Surfside, Orange City, Orlando, Palm Beach Gardens, Pembroke Pines, Redington Beach, and St. Augustine Georgia: Brunswick	30	2,159,454.64	\$ 48,775,168
Hurricane Maria	Puerto Rico: Department of Transportation and Public Works	8	1,082,845.80	\$ 78,295,107
2016	Activations	Temporary Sites	Cubic Yardage	Contract Value
Winter Storm Jonas	Maryland: Maryland Department of General Services, State of Maryland, Prince Georges County and City of Baltimore Virginia: Loudoun County	N/A	N/A	\$ 1,002,792
Multiple Severe weather events and flooding	Texas: Harris County, Houston, Texas DOT Louisiana: East Baton Rouge parish, Ascension Parish, Tangipahoa Parish, Lafayette Parish, St. Martin Parish, City of Baker, Assumption Parish, Iberville Parish, City of St. Gabriel,	5	2,800,000.00	\$ 50,000,000
Hurricane Hermine	Florida: Citrus County, Leon County	N/A	26,694.25	\$1,792,096.93
Hurricane Matthew	Florida: Daytona Beach, Ormond Beach, Deland, Orange City, St. Augustine, Sebastian North Carolina: New Hanover County, Pender County, Hyde County, Greene County, City of Wilmington, City of North Topsail Beach Georgia: Georgia Department of Transportation	14	579,473.65	\$13,572,406.02
2015	Activations	Temporary Sites	Cubic Yardage	Contract Value
Texas Flood Event	Texas: Texas Department of Transportation, City of Houston, and City of Bellaire	N/A	238,463.00	\$ 2,039,329
Louisiana Storm Event	Louisiana: East Baton Rouge Parish and Ascension Parish	N/A	135,977.96	\$ 875,867
2014	Activations	Temporary Sites	Cubic Yardage	Contract Value
Winter Ice Storms	South Carolina: South Carolina Department of Transportation North Carolina: New Hanover County, Pender County, City of Wilmington, City of Thomasville and City of Archdale	15	1,839,119.82	\$ 54,449,473

Tab B: Experience

RFP No. 2021-17 Debris Removal, Reduction, and Recovery for
City of Ormond Beach



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Experience with FEMA Reimbursement

Having participated in every major disaster for the past 32 years, DRC has an unparalleled record for providing jurisdictions the maximum reimbursement rate granted by FEMA. **Our record serves as a testament to DRC's ability to perform within the strict guidelines established by our Federal Government, as well as our ability to attract and maintain well trained and principled personnel.**

Adherence to Policy Changes

DRC Emergency Services strives to continuously stay ahead of any changes in FEMA policy and guidance that may affect our Clients. DRC immediately implemented internal measures to ensure that our clients and prospective clients were prepared to be fully compliant with this guidance. DRC carefully reviewed scopes of service, terms of inclusion, evaluation, pricing models, and other key components for any items which may have been deemed non-compliant relative to the new guidance. Additionally, **DRC Emergency Services, LLC is a founding member of DRCA** (the industry's trade organization). Through this membership, DRC helps shape policy and legislation for jurisdictions recovery process. Our additional memberships in other professional organizations (NEMA, APWA and SWANA), provides us with recent industry knowledge necessary to support our client base.

Tony Furr, DRC's Director of Technical Assistance and Training, works closely with our clients to educate and to ensure compliance with Federal Policy and Procedures. **Mr. Furr was the Region VI Debris Subject Matter Expert from 2013 – 2021 for FEMA** and has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer **for over 100 federally declared disasters and emergencies**. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

Major Disaster Recovery Projects

DRC has extensive experience working with FEMA on major disaster recovery projects. With over 32 years of experience, DRC has developed an inherent understanding of how to direct emergency response and recovery.

Date	Event	State	Declaration Number
2021	Texas Severe Winter Storms	TX	DR-4586
	Louisiana Severe Winter Storms	LA	DR-4590
	Storms, Straight-line Winds, And Tornadoes	AL	DR-4596
	Georgia Severe Storms and Tornadoes	GA	DR-4600
	Louisiana Severe Storms, Tornadoes, and Flooding	LA	DR-4606

2020

Hurricane Zeta	LA, MS, GA, AL	EM-3549, EM-3550
Hurricane Delta	LA	DR-4570
Hurricane Sally	AL, FL	DR-4563, DR-4564
Washington BABB Fire	WA	FM-5355
Hurricane Laura	LA	DR-4559
Iowa Severe Storms (Derecho)	IA	DR-4557
Hurricane Isaias	FL, NC	EM-3533, DR-4568
Hurricane Hanna	TX	EM-3530

2019

Tropical Depression Imelda	TX	DR-4466
Hurricane Dorian	NC	DR-4465
Hurricane Barry	LA	DR-4462

2018

Hurricane Michael	FL, GA	DR-4399, DR-4400
Hurricane Florence	NC	DR-4393
Severe Thunderstorms and Dangerously High Winds	AL	DR-4362

2017

Hurricane Maria	PR	DR-4339
Hurricane Irma	FL, GA	DR-4337, DR-4338
Hurricane Harvey	TX	DR-4332

2016

Hurricane Matthew	NC, GA, FL	DR-4285, DR-4284, DR-4283
Hurricane Hermine	FL	DR-4393
LA Severe Storms & Flooding	LA	DR-4277
Winter Storm Jonas	MD, VA	DR-4261, DR-4262

Tab B: Experience

RFP No. 2021-17 Debris Removal, Reduction, and Recovery for
City of Ormond Beach

9.G.i



2015

TX Severe Storms & Flooding TX DR-4269

2014

Ice Storm Pax SC, NC DR-4166, DR-4167
Hurricane Sandy NY, MD, DR-4085, DR-4091,
NJ, MO DR-4086, DR-4098
Hurricane Isaac LA DR-4080
Hurricane Irene VA MD, DR-4024, DR-4034,
NC, RI DR-4019, DR-4027,

2010

TN Severe Flooding TN DR-1909

2009

Ice Storms MD, VA DR-1875, DR-1874

2008

Hurricane Ike TX DR-1791
Hurricane Gustav LA DR-1786
Mother's Day Tornadoes GA DR-1750
F5 Tornado IA DR-1763

2007

Ice Storms MO DR-1736

2006

Ice Storms NY EM-3268

2005	Hurricane Katrina	FL, LA,	DR-1602, DR-1603
		MS	DR-1604
	Hurricane Wilma	FL	DR-1609
	Hurricane Rita	TX, LA	DR-1606, DR-1607
	Hurricane Ophelia	NC	DR-1608
	Hurricane Dennis	FL	DR-1595
2004	Tropical Storm Gaston	SC	DR-1547
	Hurricane Charley,	FL	DR-1539, DR-1545
	Francis, Jeanne, and Ivan		DR-1561, DR-1551
2003	Hurricane Isabel	VA	DR-1491
2002	Hurricane Lili	LA	DR-1437
	Emergency Tire Fire	VA	FSA-2397
	Hurricane Isadore	LA	DR-1435
	Severe Floods	VA	DR-1406
	Snow Storm	NY	DR-1404
2001	Ice Storm	KS, MO	DR-1366, DR-1412
	Tropical Storm Gabrielle	FL	DR-1393
	Tropical Storm Allison	LA	DR-1380
	Severe Flooding	WV	DR-1378
	Severe Flooding	TX	DR-1379
	Ice Storms	OK, LA	DR-1355, DR-1357
		TX	DR-1356

Tab B: Experience

RFP No. 2021-17 Debris Removal, Reduction, and Recovery for
City of Ormond Beach

9.G.i



2000

Catastrophic Flood	NJ	DR-1337
F4 Tornado	TX	DR-1323
Ice Storm	NC	DR-1312
Ice Storm	GA	DR-1311

1999

Hurricane Floyd	FL, SC	DR-1300, DR-1299
	NC	DR-1292
F5 Tornado	OK	DR-1272
Hurricane Irene	FL	DR-1306
Tropical Storm	TX	DR-1274



February 19, 2021

DRC Emergency Services, LLC
6702 Broadway
Galveston, Texas 77554

To Whom It May Concern:

DRC Emergency Services, LLC has the financial resources to perform the requested work for the jurisdiction and the ability to obtain additional resources if needed. The company has a multi-year syndicated revolving credit facility in the amount of \$600,000,000 led by Texas Capital Bank. DRC Emergency Services, LLC has the financial capability to finance a multi-million dollar volume of work without interference or a slow-down of work.

In addition to the Line of Credit with our bank, the owners of DRC Emergency Services, LLC keep ample levels of Working Capital available at moments notice.

I've personally banked the owners of the company for over 15 years and they have been a valued client of the bank, have always paid as agreed and are one of the highest valued clients in the bank. I've witnessed them work on multiple projects and coordinate large scale efforts with excellent execution.

Please feel free to contact me should you need additional information.

Mike Chryssikos

Mike Chryssikos
Senior Vice President
Texas Capital Bank
832-308-7109



January 7, 2021

DRC Emergency Services, LLC
6702 Broadway
Galveston, TX 77554

Re: DRC Emergency Services, LLC

Dear Sir or Madam:

We are the surety bonding agent for DRC Emergency Services, LLC, of Galveston, TX. In this capacity, we have become very familiar with their financial, management, and operational capabilities. DRC Emergency Services, LLC is bonded through Travelers Casualty and Surety Company of America (Travelers), which has an A.M. Best Rating of A++ Superior with a Financial Size Category of XV. Travelers has agreed to support performance and payment bonds for single projects up to \$500,000,000 as long as these projects fit within a \$1 Billion aggregate work program.

Please note that the decision to issue performance and payment bonds is a matter between DRC Emergency Services, LLC, and Travelers, and will be subject to the review and approval of the contract terms, conditions and related underwriting criteria at the time of the request. We assume no liability to third parties or to you if for any reason Travelers does not execute said bonds.

We hold DRC Emergency Services, LLC in the highest possible regard and it is our pleasure and privilege to recommend them for your consideration.

Very truly yours,

BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC

A handwritten signature in black ink, appearing to read 'David T. Miclette'.

David T. Miclette
Senior Vice President

DT/rg



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/11/2021

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 McGriff Insurance Services, Inc. 10100 Katy Freeway, #400 Houston, TX 77043	CONTACT NAME: Julia Becvar PHONE (A/C, No, Ext): 713-877-8975 FAX (A/C, No): 713-877-8974 E-MAIL ADDRESS: jbecvar@mcgriff.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Crum & Forster Specialty Insurance Company	
INSURER B: The Phoenix Insurance Company	
INSURER C: Texas Mutual Insurance Company	
INSURER D: Argonaut Insurance Company	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 5QEAVTK6 **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:			ECG105066	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			810-6P127610-21-26-G	05/26/2021	05/26/2022	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 \$			EFX115482	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C D	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	N / A	0001307608 TX WC928748471754	05/26/2021	05/26/2022	☒ 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
A	Contractors Pollution & Errors & Omissions			PKC111592	05/26/2021	05/26/2022	Contractor's Pollution \$ 5,000,000 Errors & Omissions \$ 5,000,000 Policy Aggregate \$ 5,000,000 \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RFP #2021-17; Debris Removal, Reduction and Recovery for City of Ormond Beach

Certificate Holder is included as an Additional Insured on the General Liability, Automobile and Excess Liability policies. Waiver of Subrogation applies in favor of Certificate Holder as respects the General Liability, Automobile, Workers' Compensation and Excess Liability policies. The General Liability Policy includes a Per Project Aggregate. Coverage is primary and non-contributory as respects to the General Liability, Automobile and Excess Liability policies. All as required by written contract subject to policy terms, conditions, and exclusions. In the event of cancellation by the insurance companies, the General Liability, Automobile and Excess policies have been endorsed to provide 30 days' Notice of Cancellation (except for non-payment) to the Certificate Holder shown below.

CERTIFICATE HOLDER

City of Ormond Beach, Florida 22 South Beach Street Ormond Beach, FL 32174	CANCELLATION 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
--	--



WINN PARISH POLICE JURY

P.O. Drawer 951, WINNFELD, LOUISIANA 71483-0951

Phone (318) 628-5824 Fax (318) 628-7336

E-Mail: pj1admin@wppj.net

www.winnparishpolicejury.com

Joshua McAllister
President

Karen Tyler
Secretary-Treasurer

Kirk Miles
Vice-President

District One
Phillip Evans

District Two
Deionne Carpenter

District Three
Joshua McAllister

District Four
Tammy Griffin

District Five
Kirk Miles

District Six
Author Robinson

District Seven
Frank McLaren

May 11, 2021

Re: Letter of Reference-DRC Emergency Services

To Whom It May Concern;

On behalf of the Winn Parish Police Jury, it is my pleasure to submit this letter of recommendation for DRC Emergency Services.

On August 27, 2020, Hurricane Laura stormed through our rural community leaving a path of destruction and debris unlike any other disaster we have encountered. After careful consideration of several debris removal companies, Winn Parish contracted with DRC for debris removal services. Little did we know, but 6 weeks later Hurricane Delta hit Winn Parish on the heels of Hurricane Laura. What seemed like insurmountable odds, DRC came in and got us moving in the right direction with their knowledge and expertise during these times of disasters.

DRC was quick to respond and react and began work immediately. DRC's team worked with our administrative and road staff to begin identifying the known extent of damage inflicted by this disaster, learning our streets and roads so they could mobilize their significant fleet of trucks to begin staging for debris removal operations. DRC provided a Program Manager to oversee all operations along with other staff members to assist us in all aspects of the cleanup process.

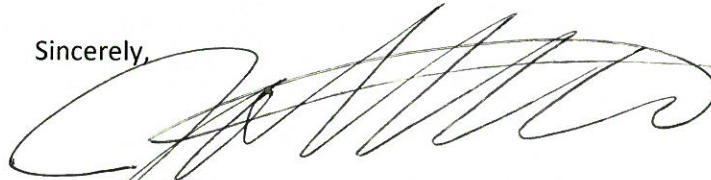
The same level of responsiveness, coordination and resourcing on the part of DRC was present throughout the entirety of our debris removal and recovery effort. DRC assisted Winn Parish in keeping the citizens and other agencies informed of the debris process. DRC helped the Parish in applying for all necessary permits at debris sites. DRC was present throughout the entire debris removal and recovery effort, resulting in all submittals and invoicing being completed and submitted in a timely manner with has allowed the Parish to quickly process and submit records to FEMA for reimbursement.

The Winn Parish Police Jury contracted with DRC in the amount of \$2,222,126 for debris removal services. These services consisted of the removal of vegetative debris, leaning trees, hazardous hanging limbs and stumps from over 700 miles of roads. DRC followed all guidelines and specifications in the contract and completed all work in a timely manner. If any problems or

concerns arose, DRC was only a phone call away and would immediately solve the issue. Winn Parish had a great working relationship with DRC during this contract and would contract with them again in the future without hesitation.

If you have any questions or need additional information, please do not hesitate to contact me or my office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joshua McAllister', written over a horizontal line.

Joshua McAllister
President
Winn Parish Police Jury

JM/kt



Olen Bean
Emergency Management Coordinator

Clif Kennedy

DRC Emergency Services

P: [504.482.2848](tel:504.482.2848) M: [713-715-8772](tel:713-715-8772)

E: ckennedy@drcusa.com W: www.drcusa.com

DRC Emergency Services had contracted with Newton County for pre-disaster debris pickup before Hurricane Laura made landfall in Louisiana. Clif Kennedy and DRC representatives were on scene quickly to assess the damage and estimate how many yards of debris would need to be picked up. Newton County began the process of identifying TDMS locations throughout the County with DRC help. Newton County also discussed using local subcontractors, if possible, which DRC agreed to. Newton County debris was picked up by TXDOT contractor saving the county the 25% match for FEMA reimbursement. Even though Newton County did not activate their contract with DRC, communications between DRC and Newton County continued as debris was picked up. There was no disagreement with the contract, logic was to save Newton County millions of dollars for debris pickup. Newton County fully recommends DRC for disaster services.

A handwritten signature in blue ink that reads "Olen Bean".

Olen Bean
Newton County EMC



BOARD of COUNTY COMMISSIONERS

Phone (850) 482-9633
 Fax (850) 482-9643
www.jacksoncountyfl.net

Administration Building
 2864 Madison Street
 Marianna, Florida 32448-4021

October 8, 2020

SLSCO/DRC Emergency Services
 6702 Broadway St.
 Galveston, TX 77554

RE: Letter of Reference

It is with great pleasure that I write this letter of reference for SLSCO/DRC Emergency Services. I had the opportunity to work with them on the Hurricane Michael disaster in Jackson County, Florida.

When Hurricane Michael hit the Florida Panhandle on Oct. 10, 2018, SLSCO/DRC had employees in our county ready to help. They have proven to be very knowledgeable about the process of debris removal, the regulations and requirements of the state and FEMA.

I would gladly recommend SLSCO/DRC for all your emergency service needs. After the massive cleanup that occurred in our county, our existing contracts were up. We went back out for bid and SLSCO/DRC was selected again because of their excellent performance.

Sincerely,

Clint Pate
 Chairman, Jackson County Board
 Of County Commissioners

Commissioners

Dr. Willie E. Spires
 District 1

Clint Pate
 District 2

Chuck Lockey
 District 3

Eric Hill
 District 4

Jim Peacock
 District 5



July 25, 2018

To Whom It May Concern,

On behalf of the City of Baton Rouge/Parish of East Baton Rouge's Department of Environmental Services, it is my pleasure to submit this letter of recommendation for DRC Emergency Services.

DRC has been a trusted partner of our City-Parish for years, including and especially during one of the most catastrophic and costly events in the history of our state and country. In August 2016, when the floodwaters of the Great Flood of 2016 (DR-4277) began rising and threatening to inflict damage on tens of thousands of homes in East Baton Rouge Parish, DRC was quick to respond and react to our activation of the company's debris removal contract. In the days that immediately followed, DRC's team worked side-by-side with our senior leadership team at our emergency operations center to begin identifying the known extent of damage inflicted by this disaster, preparing routes and maps for rapid deployment across our parish once it was safe to do so, and immediately mobilizing their significant fleet of trucks to begin staging for debris removal operations. Less than a week after floodwaters began to recede from our area, DRC's fleet began to conduct our first debris removal pass, targeting seven initial ZIP codes that were impacted by the flooding event. DRC subsequently expanded operations to include all impacted ZIP codes and remained active through their final pass conducted in August 2017.

Throughout this timeframe, DRC's team was responsive, proactive, and communicative regarding any needs our City-Parish agencies, elected officials, or residents had related to our debris removal program, going above and beyond to ensure the public was informed about program activities at all times. For example, beginning in mid-September 2016, DRC staff along with our debris monitoring firm team joined City-Parish leaders in providing televised updates on debris removal activities each morning – both for the day ahead as well as upcoming deadlines or issues related to the program. These segments were broadcast live by local news media, on our government access channel Metro 21, and through our City-Parish Facebook page via Facebook Live. These daily updates continued for nearly a month and a half, and DRC's team was integral in developing and sharing updates to be shared with our residents that kept them informed and aware of program activities.

This same level of responsiveness, coordination, and resourcing on the part of DRC was present throughout the entirety of our debris removal program and recovery effort, ultimately resulting in nearly 2 million cubic yards of debris collected and representing one of the largest and most complex flood debris removal efforts in the history of the U.S. DRC's ability to mobilize their fleet and respond to needs, or proactively anticipate them, was critical to our program's success – including rapid scaling of their fleet to nearly 200 trucks on the streets each day at the height of the program's activity and daily debris collection totals approaching 50,000 cubic yards. Our Mayor's Office, Councilmembers, my office, and other coordinating agencies took great comfort in the "on the ground" presence and access they had to DRC's team throughout this effort, and their commitment to the job until we fully addressed all the recovery needs of our residents was greatly appreciated.

I strongly recommend DRC as a qualified and capable debris removal contractor that I feel confident will provide the same level of service, dedication, and passion for your recovery and/or clean-up effort as they did here in East Baton Rouge Parish. Please don't hesitate to contact me if you have any questions.

Sincerely,

Adam M. Smith, PE
Chief of Wastewater Operations & Maintenance



August 8th, 2018

RE: DRC Emergency Services, LLC (DRC)

To whom it may concern:

DRC has been under contract with the Puerto Rico Department of Transportation and Public Works (DTPW) following the landfall of Hurricane María. DRC was tasked with clearing the DTPW's right of way (ROW) of all storm related debris in their assigned zone. Based on our experience with DRC thus far, we would support them in being considered for similar work.

To date, DRC has cleared our ROW's of approximately 1 million cubic yards of debris and removed dangerous leaners and hangers. They have proven to be experienced and knowledgeable in the storm debris removal process and an invaluable asset in our recuperation effort.

If you require further clarification, please do not hesitate to contact the undersigned.

Sincerely,



Juan M. Maldonado, Esq.
Deputy Secretary
Chief Compliance Officer Fiscal Plan





Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

September 28, 2018

RE: Letter of Reference - DRC

To Whom It May Concern:

After Hurricane Matthew, the Georgia Department of Transportation contracted with DRC Emergency Services in the amount of \$1,445,700 for debris removal services. These services consisted of the removal of vegetative debris, leaning trees, hazardous hanging limbs, and stumps from approximately 162 miles of the State Routes in Chatham County. DRC followed all guidelines and specifications in the contract and completed the contract in the specified timeframe given. DRC provided a project manager to manage all subcontractors and ensure traffic control items were correct and work was completed in a safe manner. All submittals and invoicing was completed and submitted in a timely manner which allowed the Department to quickly process and submit records to FEMA for reimbursement. The Department had a great working relationship with DRC during this contract and would contract with them again in the future.

If you have any questions or need additional information then please feel free to contact this office at (912) 530-4434 or at P.O. Box 610, Jesup, Georgia 31598.

Sincerely,

A handwritten signature in blue ink that reads "Brian H. Scarbrough".

Brian H. Scarbrough
Assistant District Maintenance Engineer

cc: File

Office of the Lieutenant Governor
State of Louisiana

BILLY NUNGESSER
LIEUTENANT GOVERNOR



P.O. Box 44243
BATON ROUGE, LOUISIANA 70804-4243
(225) 342-7009

July 31, 2018

To All Interested Parties:

It has been my unique pleasure to work with DRC Emergency Services, LLC on multiple occasions throughout my political career. Currently, DRC supports the Lieutenant Governors Association through active participation and an important sponsorship of the organization. It is through involvement like DRC's that we can both perpetuate the existence of our organization and gain unique perspective from a private sector partner.

During my tenure as Parish President of Plaquemines Parish, DRC was instrumental in our expedited recovery following Hurricane Katrina due to their exemplary work in the areas of debris collection, processing and disposal, canal de-siltation services, and waterway debris removal. Following the BP Oil Deepwater Horizon catastrophe, DRC designed and implemented oil collection and mitigation programs that covered over 100 miles of gulf coastline. Their innovated leadership in these areas were applauded by both BP Oil and top-ranking government officials, alike.

It is without reservation that I wholeheartedly endorse and recommend DRC Emergency Services, LLC to provide vital pre-disaster and post-disaster services to your government. DRC's management and field personnel have proven time and again to be the most informed and responsive in the area of disaster management services.

Please contact my office with any further questions relating to my experiences with this organization.

Sincerely,

A handwritten signature in blue ink, appearing to read "Billy Nungesser".

Billy Nungesser
Lieutenant Governor

WHN/lis



Solid Waste Management
235 Operations Center Drive
PO Box 1810
Wilmington, NC 28402-1810

910 341-7875
910 790-2391 fax
wilmingtonnc.gov
Dial 711TTY/Voice



August 15, 2017

DRC Emergency Services, LLC, Mobile, Alabama has been the contractor for the City of Wilmington, NC since 2013 to provide Phase II C&D Debris removal & Vegetative Debris Removal & Disposal.

Wilmington needed to activate DRC's contract on two occasions. The first was the ice storm in February 2014 that produced 174,352 cubic yards of vegetative debris. DRC completed the cleanup in 40 days. The second activation came in October 2016 for Hurricane Matthew. Matthew produced 98,658 cubic yards of vegetative debris. Cleanup started on 10/18/16 and was completed on 11/25/2018.

On both occasions Tony Swain DRC's Project Manager arrived in Wilmington the day before the event so he was in place to immediately assess damage and start the process to order the manpower and equipment needed to start the cleanup effort. He was here before a notice to proceed was sent.

The professional, organization, quality of work and willingness to meet and work with City staff exceeded expectations and fulfilled all objectives of scope of services spelled out in their contract.

Tony was in constant contact reporting progress each day. He was responsive to the City's needs and was very willing to adjust schedules as needed. I had a number of conversations with DRC's home office and they acted equally professional, all members of the DRC staff were very responsive and approachable. The City of Wilmington has a very good working relationship with DRC and are very pleased with the service they provide. Judging from DRC's past performance I would have no issue to recommend them to other municipalities.

Please do not hesitate to call me with any questions or if you need further information.

Sincerely,

Dave Bundick

Superintendent of Solid Waste
City of Wilmington
235 Operations Center Drive
P.O. Box 1810
Wilmington, NC 28402-1810
Ph: 910.341.0081 | Fax: 910.790.2391





To: DRC Emergency Services

From: Alan Williamson, Public Works Director

Subject: Letter of Reference

Date: 13 March 2017

The City of DeBary was impacted by Hurricane Matthew in October 2016. The city had in place emergency stand-by debris removal contracts, and DRC Emergency Services was activated for this event. DRC representatives met with city staff prior to hurricane land-fall, and as a result of Hurricane Matthew the city had 19,000 cubic yards of debris to pick up, reduce by chipping, and haul out.

DRC coordinated the process for each phase of the debris process which included the removal, grinding, and haul out of the debris. In addition to the debris services provided the final documentation was thorough and straightforward which is invaluable for FEMA reimbursement purposes.

I would highly recommend DRC Emergency Service for a debris removal contractor as they are quick to assist, answer questions, and help train staff to get the job done safely and quickly.

Respectfully yours,

Alan Williamson
City of DeBary
Public Works Director





NEW HANOVER COUNTY
 DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
 3002 US HIGHWAY 421 NORTH
 Wilmington, NC 28401-9008
Telephone: (910) 798-4400 • Fax (910) 798-4408
E-Mail Address: jsuleyman@nhcgov.com

JOE SULEYMAN
 Director of Environmental Management

August 16, 2017

Mr. Tony Swain
 DRC Emergency Services
 408 N. Topsail Drive
 Surf City, NC 28445

RE: Letter of Recommendation

Dear Tony,

I wanted to take this opportunity to thank you and your entire team for the exemplary job you have done for the citizens of New Hanover County. Your debris removal efforts following the 2014 Ice Storm, the EF-1 tornado in 2016, and Hurricane Matthew in 2016 allowed the communities in the county to recover quickly and seamlessly.

I am truly amazed at your watchful eye prior to an event, your rapid response immediately following an event, and that I can often find you out in the field, rake in hand, ensuring that the residents receive the highest level of service, professionalism, and courtesy. We ask a lot of you, and you always delivered.

On behalf of my team at Environmental Management and the citizens of New Hanover County, thank you for your dedication and a job well done. I would strongly recommend DRC to any town, city, county, or other governmental body looking for a debris management contractor that knows how to get the job done, and done right.

Respectfully,

Joe Suleyman
 Director, Environmental Management
 New Hanover County



January 08, 2017

RE: Letter of reference for DRC

To Whom It May Concern:

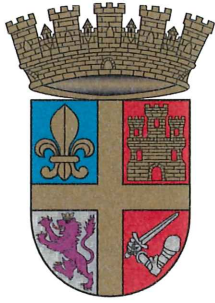
The City of Port Neches has worked with DRC in Hurricanes Rita, Ike and Harvey. In the latest, Hurricane Harvey, DRC was the debris removal contractor for the Cities of Nederland, Groves, and Port Neches. In this incident they collected furnisher, building materials, HHW, and demolition/debris. They also ran a debris reduction site. In Rita and Ike, they also collected green waste, removed leaning trees, and hazardous hanging limbs. They collected over 52,000 cuyd. of material in Hurricane Harvey. Their project coordinator did an outstanding job in the management of the site, supervision of all the sub-contractors, disposal of all debris, and the cleaning of the debris site and acquiring TCEQ approval to close that site.

In all of disasters, DRC has in a timely manner has submitted invoices, records, complied with FEMA requirements, work in a safe manner, and were very responsive to the City's needs. The City is also in a long-term contract so they will be able to respond in our next disaster.

Please feel free to contact me at (409) 719-4204 should you have any questions.

Sincerely,

Taylor Shelton, P.E.
Public Works Director
City of Port Neches
P.O. Box 758 or 1005 Merriman
Port Neches, Texas 77651
Office: 409-719-4204
Fax: 409-727-8677
E-mail: tselton@ci.port-neches.tx.us
WEB: www.ci.port-neches.tx.us



1565 – 2015
450 years

City of St. Augustine



St. Augustine, Florida
Nation's Oldest City

Public Works

June 2, 2017

Subject: **DRC Letter of Recommendation**

To Whom It May Concern:

On October 7, 2016, the City of St. Augustine was impacted by Hurricane Matthew as he made his way north in the Atlantic Ocean. While many communities to our south were spared, St. Augustine wasn't as fortunate. Matthew came very close to making landfall in Northeast Florida and while St. Augustine was spared a direct hit, the high winds generated within the outer bands of the storm caused a significant amount of damage and flooding, creating a sizeable debris management problem for our City.

St. Augustine has a pre-event/stand-by contract with **DRC Emergency Services** for Disaster Debris Removal Services so we felt comfortable that a recovery mechanism was already in place.

In advance of the pending event, the DRC team was in contact readying their response. Representatives from DRC were on-site planning their approach to the debris removal effort, and formulating debris collection strategies to address the unique challenges we were facing.

Throughout the debris removal program, DRC's Project Managers and Program Leaders were on site, available, and attentive to the needs of our City and its citizens. The program was well organized and resulted in St. Augustine making a rapid recovery from Hurricane Matthew.

DRC performed professionally and were responsive to City needs within the terms of the contract.

Sincerely,

Martha S. Graham, P.E.
Director of Public Works



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Leon County Public Works
2280 Miccosukee Rd.
Tallahassee, Florida 32308
850 / 606-1500

Commissioners

JOHN E. DAILEY
District 3
Chairman

NICK MADDOX
At-Large
Vice Chairman

BILL PROCTOR
District 1

JIMBO JACKSON
District 2

BRYAN DESLOGE
District 4

KRISTIN DOZIER
District 5

MARY ANN LINDLEY
At-Large

VINCENT S. LONG
County Administrator

HERBERT W.A. THIELE
County Attorney

June 12, 2017

RE: DRC Emergency Services, LLC

To Whom It May Concern:

DRC Emergency Services, LLC worked with Leon County Public Works Department after Hurricane Hermine in our efforts to provide debris removal services to the citizens of Leon County. They were hard working and diligent in getting the debris removed from the roadside and from in front of homes. The debris from Hurricane Hermine was by far the most seen since Hurricane Kate in 1985 and was a challenge to deal with. DRC Emergency Services went the extra mile and provided great service to Leon County.

If you have any questions, please feel free to contact me at (850) 606-1500.

Sincerely,

A handwritten signature in black ink, appearing to read "Tony Park".

Tony Park, P.E.
Director of Public Works

TP/djw



July 8, 2014

To: Whom it May Concern

Subject: Letter of Reference - DRC Emergency Services

DRC Emergency Services was one of several pre-qualified Contractors responding to the Ice Storm Pax in South Carolina on February 18, 2014. The Company demonstrated an extreme sense of urgency relative to mobilization of equipment and manpower. DRC acquired South Carolina Department of Health and Environmental Control (SCDHEC) approval for the establishment of debris management sites within the first forty-eight hours which allowed debris operations to immediately begin. The significance of this rapid response was to enable South Carolina Department of Transportation to receive an elevated percentage of FEMA reimbursement through the Sandy Recovery Act.

DRC's Program Manager, Hunter Fuzzell provided a heightened level of responsiveness that was essential for a project of this size and intensity. The Company's operating techniques for tree trimming along the tight I-26 and I-95 corridors had to be tailored for the unique conditions present. I highly recommend DRC Emergency Services without reservation.

Sincerely

A handwritten signature in black ink, appearing to read "Mark Hunter", is written over a horizontal line.

Mark Hunter, P.E.
Assistant State Maintenance Engineer

AVAILABILITY OF FIRM'S RESOURCES

Availability of Key Personnel

For the past 32 years, the DRC team has responded to major natural or man-made disasters occurring within the continental United States and its territories, in theatres of U.S.-led troop operations, and in Central America. The DRC personnel are trained, motivated and available for immediate deployment in an emergency response. All assigned personnel will be available to the City as needed. Personnel are N.I.M.S.-certified and/or have specialized training in safety and asbestos management and are equipped with utility vehicles, digital, handheld, multi-state, two-way radios, cellular communications, and handheld computers. DRC personnel will have the experience and/or training to respond **immediately** to disasters and are provided with a DRC ES supervisor handbook including required reports and forms for successful disaster response and management thereof.

"DRC's knowledge base, experience, and ability to make experts available in the field were instrumental in the successful completion of this work."

– Donald G. Donaldson, P.E.,
Engineering Director/County
Engineer, Martin County, FL

Regional Managers are assigned to specific geographic locations throughout the United States to assist, monitor and lead the project teams in response to emergency situations. Regional Managers from one region may be assigned to support other Regional Managers as needed and all Regional Managers may be mobilized to one location to support emergency situations. Regional Manager for the City of Ormond Beach is Jay Gunter who is capable of responding to the needs of the City 24 hours a day, 7 days a week.

Available Equipment

DRC will use owned equipment, subcontractor equipment, or lease/rent equipment based upon the disaster scenario. DRC has the most expansive collection of rolling stock and equipment in the disaster services industry. The company has 2,568 trucks and 1,657 pieces of support equipment, either owned or under agreement, available for immediate use. As part of the company's Corporate Mobilization Plan, a monthly inventory of available equipment is performed, recorded, and readily available. DRC has actively demonstrated the ability to quickly amass and mobilize significant quantities of equipment. **During the 2017 hurricane season, DRC operated in excess of 2,000 pieces of equipment while simultaneously responding to Hurricanes Irma, Harvey, and Maria.**

Additionally, DRC has Master Service Agreements in place with national equipment suppliers, such as Hertz, United, Caterpillar, and William Scotsman, to supplement our equipment needs.



Tab C: Investment Approach

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DRC Emergency Services Asset List

Equipment Type	Description	Quantity
Bucket Trucks	various models with booms	110
Chip Trailers	various models and horse-power	14
Chip Vans	receptacle vehicles	2
Dump Trucks	various models with dual and tri axles	353
End Dump Trailers	various models and capacity	298
Flat Bed Semis	various models for equipment movement	6
Flat Beds	53' equipment trailers	20
Fuel Trucks	multiple model and gallon capacity	46
Low Boys	equipment movement trailers	53
Pickups	half and three quarter ton of various make and model	45
Roll Off Trucks	primarily Galbreath 60,000 pound hoist on various makes	82
Rolls Off Containers	20, 30 and 40 cubic yard containers	337
Self Loaders	various makes with buckets ranging from 2-10 cubic yards	343
Semi Dumps	various makes and models with various capacity	240
Semi Tractors	various makes	232
Service Trucks	fully stocked road ready service vehicles	79
Slingers	various models	5
Straight Trucks	various makes and models	8
Sweepers	various models used for DMS operation	3
Tankers	various models	125
Tractor /Trailers Combos	various models	29
Tractors	various makes and models	43
Trailers	25 foot travel trailer	1
Utility Trailers	15 and 20 foot utility trailers	2
Vacuum Trailer	various makes	30
Vacuum Trucks (Wet)	various makes for	13
Walking Floors	48 ft automated trailers	46
Water Trucks	various capacity used for DMS operation	3
Attachments - various	buckets, hoists, slings etc.	157
Back Hoes	various models and capacity	40
Bobcats	skid-steer with multiple attachments	53
Bull Dozers	various makes and sizes	45
Conveyors	used for material movement	2
Crushers	metal compaction and volume reduction	24
Excavator	various makes and models	164
Feller Buncher	various makes and models used for clearing projects	27
Front End Loaders	various makes, models and bucket capacity	127
Generators	various	41
Grinders	horizontal and tub grinders	36
Jarraf Tree Trimmers	high capacity trimming equipment	3
Jersey Barriers	used for highway projects and within DMS	200
Light Plants	various used for nite operation	100
Material Handlers (Tele Boom)	loading equipment	3
Mobile Kitchens	various models	13
Off Road Dumps	Volvo high capacity	2
Pumps	various sizes	5
Safety Signs, Cones and PPE/arrow boards/message boards	used for highway operations	503
skid steers	various sizes with multiple attachments	96
Screens	shaker screens and sand screens	4
Water Trucks	various models and capacity	12
Total:		4225

Marine Vessels/Equipment	
Equipment Type	Quantity
Inland Marine Harvester	1
Air Boat	3
Amphibious Aquatic Excavator	1
Tug Boat	14
Underwater ROV	1
Utility Boat	1
Work Boat	15
JON Boats	10
500 CRANE (120 X 54 X 10)	1
510 CRANE (100 X 52 X 9)	1
524 CRANE (250 x 64 x 12)	1
526 CRANE (293 X 80 X 19)	1
527 CRANE (176 X 75 X 13)	1
529 CRANE (250 X 64 X 12)	1
531 CRANE (420 X 98 X 25)	1
532 CRANE (300 X 90 X 19)	1
533 CRANE (310 X 100 X 20)	1
534 CRANE (111 X 45 X 11)	1
535 CRANE (250 x 64 x 12)	1
536 CRANE (250 x 64 x 12)	1
541 CRANE (200 X 60 X 12)	1
566 CRANE (140 X 70 X 12)	1
Hopper Barge (EX NYC DOS)	16
Hopper Barge (260 X 52.5 X 12)	7
Hopper Barge (200 X 40 X 17.75)	2
Hydra Sport	1
Hydraulic Driven propelled pushers	1
Pontoon Boats	9
Poseidon Barges	3
Push Boats	2
Rescue Skiff	2
Sectional Barges	28
Side Scan Sonar	2
Deck Barge	32
Deck Barge with 9' bin walls	2
Deck Barge with spuds	7
Deck Barge with steel box rails	19
Go Devil Boat	1
Total:	61

Process for Managing Multiple Contracts

DRC has experience staffing, managing, and executing multiple debris management and emergency response projects nationwide. Our management approach is grounded in using highly qualified operational management teams coupled with area/sector/site managers, who provide strong management control, and a single point of contact for communication, responsibility, and accountability. DRC empowers managers to reassign resources as needed and to resolve project, cost, or schedule issues at the lowest possible level. DRC's management staff is provided state-of-the-art resource planning and forecasting systems.

DRC's process for managing multiple task orders has been successfully applied to more than 500 projects over the course of multiple events. Highlights of this proven management process include:

Tab C: Investment Approach

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City of Ormond Beach

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- ✓ *Assigning a Program Manager with the authority to commit resources to ensure proper levels of staffing*
- ✓ *Conducting quarterly meetings with clients, DRC's Program Manager, and other key staff, to review active task orders and overall implementation of the contract*
- ✓ *Providing autonomous decision-making authority to the Operations Manager at the task order execution level to avoid delays*
- ✓ *Developing a Communication Plan to clarify roles and responsibilities, identify all project stakeholders, provide a set format/time for communications, and clearly show the chain of command structure*
- ✓ *Allowing for consistency across multiple task orders through the use of proven project management and field activity control policies, plans, systems, and procedures*
- ✓ *Identifying critical schedule and quality impacts by holding monthly project review meetings with key subcontractors*
- ✓ *Developing look-ahead schedules that indicate resource requirements*

Experience Managing Multiple Contracts

DRC has implemented a comprehensive Corporate Level Advance Mobilization Plan to ensure a coordinated, expeditious and effective response to disasters by its personnel and resources. This plan has been utilized by DRC to respond quickly in the following contracts:

2020 Hurricane Season

- 🌐 DRC was activated in 45 jurisdictions, managed 81 debris management sites, and removed and disposed over 5,900,000 cubic yards of debris.

2019 Storm Season

- 🌐 DRC was activated in 14 jurisdictions in the Gulf Coast region as Hurricanes Barry, Dorian, and Tropical Storm Imelda hit the coast back to back over two months. DRC operated and managed 5 debris management sites in total, and removed approximately 140,562 cubic yards of debris.

2018 Hurricane Michael

- 🌐 DRC was active in 9 jurisdictions, managed 27 debris management sites and removed approximately 5,702,004 cubic yards of debris.

2018 Hurricane Florence

- 🌐 DRC was concurrently activated in 14 jurisdictions, managed 18 debris management sites and picked up approximately 2,500,000 cubic yards of debris.

2017 Hurricane Maria

- 🌐 DRC was activated by the Department of Transportation and Public Works in Puerto Rico. During this contract, DRC managed 8 debris management sites and removed over 1,000,000 cubic yards of debris.

2017 Hurricane Irma

- 🌐 DRC was activated in 26 jurisdictions simultaneously while managing 30 debris management sites. DRC removed and disposed of over 2,000,000 cubic yards of debris.

2017 Hurricane Harvey

RFP No. 2021-17 Debris Removal, Reduction, and Recovery for City of Ormond Beach

- 🌐 DRC was activated in 17 jurisdictions following Hurricane Harvey and simultaneously ran more than 16 debris management sites during this activation.
- 🌐 DRC recovered and reduced over 3,500,000 cubic yards during this activation.

2016 Hurricane Hermine

- 🌐 In Citrus County, Florida, DRC successfully removed and disposed of more than a thousand tons of residential flood debris and tens of thousands of cubic yards of vegetation in less than 30 days.

2016 Louisiana Severe Flooding DR4277

- 🌐 DRC picked up 1,000,000 cubic yards of debris over the course of 30 days in East Baton Rouge Parish, Louisiana.
- 🌐 DRC opened and operated two debris management sites to compact and recycle C&D debris prior to haul out for final disposal. These sites operated with such efficiency that FEMA and the USACE filmed the operation to use in training sessions.

Winter Storm Jonas 2016

- 🌐 The snow from Winter Storm Jonas started the morning of January 22nd and by the evening DRC had started mobilizing in 5 different jurisdictions. Operations continued 24 hours a day and required two operators per piece of equipment, around the clock management and support personnel. The project was completed in 10 days.

Ice Storm Pax 2014

- 🌐 DRC was simultaneously activated in New Hanover County, NC, Pender County, NC, and the City of Wilmington, NC for debris removal and reduction of approximately 400,000 cubic yards of debris.
- 🌐 The South Carolina Department of Transportation contracted DRC to cut, remove and transport vegetative debris in 8 counties, totaling over 12,000 miles of roadway clearing and the trimming of over 225,000 trees.
- 🌐 DRC managed and operated over 15 debris management sites reducing and recycling over 1.5 million cubic yards of debris.

The Hurricane Season of 2012

- 🌐 DRC simultaneously operated 14 contracts throughout the Southeast in response to Hurricane Isaac. DRC concurrently operated six debris management sites in Louisiana alone.

The Hurricane Season Of 2009

- 🌐 The Texas GLO requested assistance for the removal of marine debris that was generated as a result of Hurricane Ike in 2008. These services were performed in Trinity, Galveston, East and West Bay and have an approximate contractual value of \$22,703,700.00.
- 🌐 DRC also provided services for areas such as Kentucky and Arkansas that were ravaged by severe ice storms. These services are valued at approximately \$11,157,132.02.

The Hurricane Season Of 2008

- 🌐 DRC responded in service to 36 separate contracts, including the cities of New Orleans, Houston, and Galveston in response to Hurricanes Gustav and Ike devastating the Louisiana and Texas coastlines. DRC's work in these regions was nearly completed in a little over two months.
- 🌐 DRC established a single-day productivity record for post-disaster debris removal as recognized by FEMA by collecting 440,000 cubic yards of debris in a single day in the City of Houston.
- 🌐 In just ninety days, DRC collected more than 5.6 million cubic yards of debris from the City of Houston alone.
- 🌐 DRC's expedited operation using more than 2,000 pieces of collection equipment made it possible for the city of Houston to receive reimbursement in the greater than 80% range.
- 🌐 Following Hurricane Ike, DRC simultaneously operated seven debris management sites handling 11,000,000 CY of debris, recycling materials out of the waste stream in two of those facilities.

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COMMITMENT TO COMPLIANCE & ETHICAL BUSINESS CONDUCT

DRC strives to provide the most dependable, honest, customer-centric service in the industry while upholding the highest standards of ethical conduct and compliance at all times. To better ensure our continued compliance with all laws, rules, and regulations, DRC's senior management has established a formal code of business conduct that all contractors and individuals are expected to adhere to.



Kristy Fuentes, DRC's Vice President of Compliance and Administration, oversees the Corporate Compliance Program. Her responsibilities include:

- 🌐 Evaluating internal and external compliance issues/concerns relating to DRC's interaction with customers
- 🌐 Ensuring that our management, employees, and customers are in compliance
- 🌐 Serving to form a valuable line of communication between the company and customers
- 🌐 Acting as a conduit to the President by monitoring and reporting results of the ethics practices of the company
- 🌐 Providing guidance to the senior management team

Ms. Fuentes is authorized to implement all necessary actions to insure achievement of the objectives of an effective compliance program.

DRC's Core Values

Be Honest
Work Hard
Be Accountable
Show Courtesy and Respect
Be Prepared

Application of Core Values

DRC is committed to upholding our core values in all aspects of business and conduct. We expect all personnel to apply these values:

- 🌐 To our **customers** we place highest priority on our response time to a disaster, our effectiveness, and the quality of our service and solutions.
- 🌐 To our fellow **employees** we look out for their welfare, safety and health. We promote an environment that encourages new ideas, enjoyment of work, and equal opportunity for advancement.
- 🌐 To our **suppliers and subcontractors**, we are fair and professional, honoring our commitments to business partners who hold our same values.

COMPLIANCE STANDARDS AND PROCEDURES

DRC aspires to be the “**first in response**” for natural and man-made disasters by being prepared, responsive, competent, and demonstrating ethical business conduct. Headed by a team of caring people, we recognize that how we do our work is as important as what work we do. We will not tolerate any short cuts when it comes to our ethical values and standards of conduct.

Our senior management and key personnel are committed to the highest standard of ethical conduct and compliance. Our senior management team has also established a very detailed ethics program with procedures to detect some of the obvious and easier ways that fraud occasionally occurs.

Quality Control Plan

The purpose of the Quality Control Plan is to promote **efficient and safe operations** and a **quality product**. DRC’s approach to quality control consists of a series of tasks and processes tailored to suit the challenging circumstances facing the City of Ormond Beach in the wake of a disaster event.

A copy of the Quality Control Plan is available for review upon request.



Our mission is to provide the most **dependable, honest** and **customer-centric** services in the industry by building **lasting relationships** with the clients we serve.

We are among the leading disaster management and civil construction groups in the United States, specializing in providing emergency preparation, disaster response and recovery from major catastrophes. Our experience covers all facets of a project, including the FEMA reimbursement process.

At DRC we’re always striking back against disaster.

Tab C: Investment Approach

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SAFETY PROCEDURES

Through careful planning and rigorous attention to training and safety procedures, DRC ensures the health and safety for both personnel and the general public. DRC's Corporate Safety Plan includes basic policies, an accident prevention plan and a substance abuse policy.

Key safety plan components include:

1. Continuous instruction/monitoring of each contractor, subcontractor, supplier and employee in the safe operation of their work;
2. A reward system for consistent safe operation and performance.

This organization's safety goals are to provide and maintain safe work environments and establish procedures which will:

- 🌐 Safeguard public, government personnel, and property
- 🌐 Provide a safe work environment for employees and subcontractors
- 🌐 Avoid interruptions to operations and delays involving project completion
- 🌐 Increase morale
- 🌐 Enhance cost measures through safe practices

A copy of DRC's Corporate Safety Plan is available for review upon request.

Employee Performance and Training

As one of the leading disaster response companies in the United States, DRC has developed one of the most comprehensive employee training modules in the industry. Every staff member is continuously trained in:

- 🌐 Online FEMA doctrine
- 🌐 Safety performance and practice
- 🌐 Certifications relative to individual disciplines

All personnel records (management, supervisors, foremen and laborers) are maintained to ensure all personnel have current training and certification relative to their job assignment. All of DRC's personnel receive specialized training in emergency management and are encouraged to further their education.



**"Your attention to safety is
to be commended."**

Cynthia Halsey, Environmental
Services, Okaloosa County,
Florida



Drug Free Workplace Program

It is the goal of DRC to maintain a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988. DRC has adopted the following policies on a case-by-case basis:

1. The unlawful manufacture, possession, distribution, or use of controlled substances is prohibited in the workplace.
2. As an on-going condition of employment, employees are required to abide by this prohibition and to notify her/his supervisor, the Managing Director, or Vice President in writing and within five (5) days of the violation of any criminal drug statute arrest or conviction they receive.
3. Employees who violate this prohibition or receive such a conviction are subject to corrective or disciplinary action as deemed appropriate, up to and including termination.
4. DRC provides information about drug counseling and treatment.
5. DRC reserves the right to search and inspect for the maintenance of a safe workplace.

Technical Training & Educational Services

DRC Emergency Services, LLC can help local government prepare for almost any contingency with confidence. DRC's Director of Technical Assistance and Training, Tony Furr, provides on-going education to DRC's personnel and the jurisdictions we serve. He has delivered the Debris Management training at the National Hurricane Conference, the Texas Emergency Managers Conference, the Oklahoma Emergency Managers Conference and presided over the round table workshops hosted by the Disaster Recovery Contractors Association (DRCA) in FEMA Region VI.

DRC's staff is highly trained to aid local governments with comprehensive planning and support. **We are committed to helping our clients understand the principals of Emergency Management** and have had overwhelming success providing training programs and pre-event planning workshops.

Mr. Furr and our Key Personnel are always available to provide the City of Ormond Beach with planning and training exercise. DRC will provide regular training and feedback sessions annually or on a more frequent basis to the City as a service at no additional cost. Typical workshops include:

-  Pre-Season Debris/Response Readiness Workshop
-  Scenario Based Tabletop Exercise
-  Debris Management Seminar
-  Debris Readiness Exercise
-  Discussion Based Debris Management Exercise
-  Disaster Debris Awareness Exercise

"I have been City Manager for over 50 years. DRC is the best hurricane contractor I have had the opportunity to work with."

Samuel Kissinger, City Manager,
Indian Creek Village, FL

When requested, DRC can offer a "Regional Debris Readiness Workshop" for smaller jurisdictions by inviting neighboring communities to a combined training session.



Tab D: Fees

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Please see DRC's Fee Schedule attached.

1	Emergency Road Clearance	
	EQUIPMENT TYPE WITH OPERATOR	HOURLY LABOR RATE
	Bobcat Loader	\$115.00
	50' Bucket Truck	\$195.00
	Dozer, Tracked, D4 or Equivalent	\$115.00
	Dozer, Tracked, D6 or Equivalent	\$125.00
	Dozer, Tracked, D7 or Equivalent	\$155.00
	Dozer, Tracked, D8 or Equivalent	\$175.00
	Generator, 16 to 100 kW, List kW Capacity	\$95.00
	Generator, 210 to 350 kW, List kW Capacity	\$35.00
	Light Plant with Fuel and Support	\$75.00
	Grader with 12' Blade	\$195.00
	Hydraulic Excavator, 1.5 CY	\$165.00
	Hydraulic Excavator, 2.5 CY	\$195.00
	Knuckle boom Loader	\$145.00
	Lowboy Trailer with Tractor	\$85.00
	Mobile Crane up to 15 Ton	\$275.00
	Pickup Truck	\$45.00
	Skid-Steer Loader, 1,000 lb. capacity	\$145.00
	Skid-Steer Loader, 2,000 lb. capacity	\$155.00
	Track Hoe - John Deere 690 or equivalent	\$145.00
	Truck, Flatbed	\$65.00
	4 Wheel drive lift or tower	\$50.00
	Water truck (non-potable, dust control and pavement maintenance)	\$95.00
	Wheel Loader, 2.5 CY, 950 or similar	\$175.00
	Wheel Loader, 3.5 - 4.0 CY, 966 or similar	\$185.00
	Wheel Loader, 4.5 CY, 980 or similar	\$225.00
	Wheel Loader-Backhoe, 1.0 - 1.5 CY	\$135.00
	LABOR CATEGORY	HOURLY LABOR RATE
	Operations Manager with cell phone and pickup truck	\$75.00
	Crew Forman with Cell phone and pickup truck	\$65.00
	Tree Climber with chainsaw and gear	\$110.00
	Laborer with chainsaw	\$47.50
	Laborer with small tools, Traffic Control or Flag person	\$37.50
	Bonded and Certified Security personnel	\$95.00
	CREW CATEGORY	HOURLY LABOR RATE
	Wheel Loader, 2.5 CY, 950 or similar with operator, Foreman with support vehicle and small equipment, Laborer with chainsaw and two laborers with small tools.	\$425.00

2	Eligible ROW Vegetative Debris Removal	\$ Per Cubic- Yard
	Work consists of the collection and transportation of Eligible vegetative debris on the ROW to an approved DMS location or Designated Final Disposal Site. Mileage is based on one way haul distance.	
	0 - 14.99 miles	
	15 - 29.99 miles	
3	30 miles or greater	\$7.92
		\$8.92
		\$9.92
3	Eligible ROW C&D Debris Removal	\$ Per Cubic- Yard
	Work consists of the collection and transportation of Eligible C&D debris on the ROW to a Designated Final Disposal Site. Mileage is based on one way haul distance.	
	0 - 29.99 miles	
	30 - 59.99 miles	
	60 - 89.99 miles	
4	90 miles or greater	\$7.92
		\$8.92
4		\$11.68
		\$13.68
4	DMS Management and Reduction of Through Grinding	\$ Per Cubic- Yard
	Work consists of management and operation of DMS locations for the reduction of Eligible disaster related debris through grinding.	
5		\$5.92
5	DMS Management and Reduction of Through Air Curtain Incinerators	\$ Per Cubic- Yard
	Work consists of management and operation of DMS locations for the reduction of Eligible disaster related debris through air curtain incineration.	
6		\$4.88
	Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site	\$ Per Cubic- Yard
	Work consists of loading and transporting reduced Eligible disaster related debris at an approved DMS location to a Designated Final Disposal Site. Mileage is based on one way haul distance.	
	0 - 14.99 miles	
	15 - 29.99 miles	
	30 - 44.99 miles	
	45 - 59.99 miles	
	60 - 74.99 miles	
	75 - 99.99 miles	
	100 miles or greater	

7	Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs	
	Work consists of removing Eligible hazardous leaning trees or hanging limbs and placing them on the safest possible location on the ROW for collection under the terms and conditions of scope of services item 2, Eligible ROW Vegetative Debris Removal (Collect & Haul)	\$ Per Tree
	6 inch to 12.99 inch diameter Eligible Leaning Tree	\$65.00
	13 inch to 24.99 inch diameter Eligible Leaning Tree	\$175.00
	25 inch to 36.99 inch diameter Eligible Leaning Tree	\$250.00
	37 inch to 48.99 inch diameter Eligible Leaning Tree	\$350.00
	49 inch and larger diameter Eligible Leaning Tree	\$450.00
	Removal of all Eligible Hanging Limbs (per Tree)	\$85.50
8	Removal of Eligible Hazardous Stumps	
	Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to an approved DMS location or Designated Final Disposal Site.	\$ Per Stump
	24.1 inches to 36.99 inch diameter Eligible Stump	\$250.00
	37 inch to 48.99 inch diameter Eligible Stump	\$350.00
9	Eligible Household Hazardous Waste Removal, Transport and Disposal	\$ Per Pound
	Work consists of the removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste Facility	\$12.65
10	Eligible ROW White Goods Debris Removal (Collect & Haul)	
	Work consists of the removal of Eligible white goods from the ROW to a designated approved DMS location. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated approved DMS location to a designated facility for recycling.	\$ Per Unit
	Refrigerators and freezers requiring refrigerant recovery and decontamination	\$75.00
	Washers, dryers, stoves, ovens, AC units, and hot water heaters	\$50.00
11	Eligible E-Scrap Item Removal	\$ Per Unit
	Work consists of the recovery and recycling of Eligible E-Scrap such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	\$2.00

12	Eligible Dead Animal Carcasses	\$ Per Pound
	Work consists of the recovery and disposal of dead animal carcasses.	\$9.95
13	Other Debris Removal Work	
	A. Marine Debris Removal	\$ Per Cubic Yard
	Land Based Debris removal	\$16.86
	Marine Based Debris removal	\$52.68
	B. Sand Screening	\$ Per Cubic Yard
	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 or designated site. Eligible debris removed from the sand shall be collected, hauled and processed at the DMS	\$19.82
14	Eligible Demolition, Removal, Transport and Disposal of Non- RACM Structures	
	Work consists of the decommissioning, demolition and disposal of Eligible Non-RACM Structures on public or private property and hauling the resulting debris to a Designated Final Disposal Site. Mileage is based on one way haul distance.	\$ Per Cubic- Yard
	0 - 29.99 miles	\$26.86
	30 - 59.99 miles	\$27.86
	60 - 89.99 miles	\$31.86
	90 miles or greater	\$37.50
15	Eligible Demolition, Removal, Transport and Disposal of RACM Structures	
	Work consists of the decommissioning, demolition and disposal of Eligible RACM Structures on public or private property and hauling the resulting debris to a Designated Final Disposal Site. Mileage is based on one way haul distance.	\$ Per Cubic- Yard
	0 - 29.99 miles	\$41.86
	30 - 59.99 miles	\$42.86
	60 - 89.99 miles	\$46.86
	90 miles or greater	\$52.50

Please see the following required documents attached:

- 🌐 Proposer Acknowledgement Form
- 🌐 RFP Response Form
- 🌐 Addenda
- 🌐 Conflict, Non-Conflict of Interest Statement/Litigation Statement
- 🌐 Drug-Free Workplace Certification
- 🌐 Verification of Employment Status Using E-Verify System
- 🌐 Byrd Anti-Lobbying Certification



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Debris Removal, Reduction and Recovery for City of Ormond Beach
RFP NUMBER: 2021-17
RFP OPENING DATE & TIME: June 23, 2021 @ 2pm
RFP OPENING LOCATION: City Hall Training Room at Ormond Beach City Hall
PRE-SUBMITTAL MEETING: N/A

Submittals Received After the Above Date and Time Will Not Be Accepted.

PROPOSER'S NAME: DRC Emergency Services, LLC

PROPOSER'S MAILING ADDRESS: PO Box 17017

CITY-STATE-ZIP: Galveston, TX 77552

F.E.I.N.: 63-1283729

PHONE NUMBER: (888) 721-4372 FAX NUMBER: (504) 482-2852

If returning as a "No Submittal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X


AUTHORIZED SIGNATURE (MANUAL)

Kristy Fuentes

NAME (TYPED)

Vice President/Secretary/Treasurer

TITLE

6/21/2021

DATED

**City of Ormond Beach
Request for Proposals (RFP)
Debris Removal, Reduction and Recovery for City of Ormond Beach
(RFP No. 2021-17)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

June 1, 2021

June 17, 2021

Addendum Number

1

2

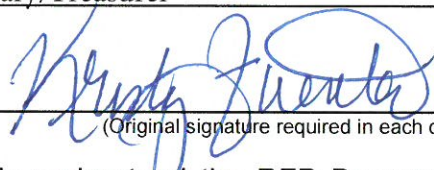
Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:COMPANY NAME: DRC Emergency Services, LLCVENDOR/CONTRACTOR LICENSE NUMBER: CRC1331307ADDRESS: 6702 Broadway Street, Galveston, TX 77554PHONE NO.: (888) 721-4372FAX NO.: (504) 482-2852SUBMITTER'S NAME: Kristy Fuentes

(Typed or Printed in Ink)

TITLE: Vice President/Secretary/Treasurer

AUTHORIZED SIGNATURE: I,  hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.

ADDENDUM NO. 1

June 1, 2021

TO: Prospective Bidders and Others Concerned.**SUBJECT:** Addendum No. 1 to the Project Manual for
Debris Removal, Reduction and Recovery, RFP 2021-17**NOTE:** It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting proposals on the work.**TO ALL BIDDERS:** You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.**The Proposal Requirements and Contract Documents for the subject are hereby amended as follows:****The following question has been asked:**

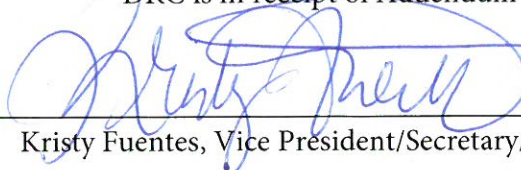
- In section 5 of RFP No:2021-17 for Debris Removal, Reduction and Recovery for City of Ormond Beach states that a schedule of fees is to be provided yet there is no fee/cost proposal attached anywhere. Are we needing to create and provide our own Fee schedule?

The answer to the question is:

- Yes, that would be their fee schedule for services.

The foregoing changes are hereby incorporated into the Bidding Requirements and Contract Documents for **Debris Removal, Reduction and Recovery, RFP 2021-17**, for the City of Ormond Beach.City of Ormond Beach, Florida
County of Volusia**End of Addendum**

DRC is in receipt of Addendum 1.



Kristy Fuentes, Vice President/Secretary/Treasurer

ADD. 1 - 1

ADDENDUM NO. 2

June 17, 2021

TO: Prospective Bidders and Others Concerned.**SUBJECT:** Addendum No. 2 to the Project Manual for
Debris Removal, Reduction and Recovery, RFP 2021-17**NOTE:** It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting proposals on the work.**TO ALL BIDDERS:** You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal may result in rejection of bid.**The Proposal Requirements and Contract Documents for the subject are hereby amended as follows:****The following is a list of questions and answers:**

Q1. Please confirm that the Registration Requirements found on page 32 (p33 of PDF) are post-award instructions and do not need to be completed before the time of submittal.

A1. Registration Requirements are post-award.

Q2. Can you please provide the office hours for the location accepting proposal package deliveries?

A2. 8:00 AM – 5:00 PM, Monday – Friday

Q3. Will annual contract price increases based on Consumer Price Index (CPI) be allowed during the initial 3-year term?

A3. Schedule of fees, including any potential increases, are to be submitted with proposal and will be evaluated accordingly.

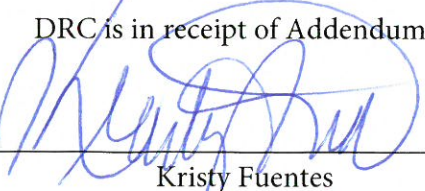
Q4. How will the price of one proposal be evaluated against the pricing from another proposal?

A4. Price will be evaluated independently by members of the selection committee.

Q5. Can you please provide the bid tabulations from the previous bidding cycle?

A5. See ADD 2-2 AND ADD 2-3.

DRC is in receipt of Addendum 2.



Kristy Fuentes
Vice President/Secretary/Treasurer

ADD. 2 - 1

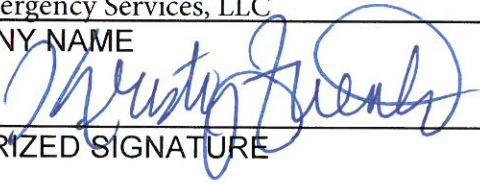
**City of Ormond Beach
Request for Proposals (RFP)
Debris Removal, Reduction and Recovery for City of Ormond Beach
(RFP No. 2021-17)**

CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- ☐ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☒ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

DRC Emergency Services, LLC
COMPANY NAME


AUTHORIZED SIGNATURE

Kristy Fuentes
NAME (PRINT OR TYPE)

Vice President/Secretary/Treasurer
TITLE

6/21/2021
DATE

FIVE YEAR LITIGATION AND REGULATORY LIST

(Updated and Revised: June 11, 2021)

The following is a list of all litigation and regulatory matters involving DRC Emergency Services, LLC ("DRC") pending, settled, dismissed or abandoned during the five-year period commencing June 11, 2016 and ending June 11, 2021.

ACTIVE PENDING CASES:

Nelson v. RPF Emer. Servs., et al, No. 20-900353, Cir. Ct. Baldwin County, AL. Terminated sub-subcontractor seeks damages for termination. Claim unquantified.

Otano v. Desaugust, No. 18-16273, 11th Cir. Miami-Dade County, FL. Payment demand for \$46,297.56 by lower tier subcontractor on Hurricane Irma project in Miami-Dade County.

Golladay v. DRC Emer. Servs., et al, #20-23-CA, 14th JC Calhoun County, FL. Personal injury claim. Claim being handled through insurers.

Commans v. State Farm, et al, No. 653413, 19th JDC, E. Baton Rouge Parish, LA. Automobile collision case involving truck driver of a lower-tier subcontractor. Claims are being handled through insurance carriers.

Fuchich v. Great Divide Ins. Co., et al, No. 136124, 16th JDC, Iberia Parish, LA. Auto. Accident personal injury claim. Claims being handled through insurers.

Hershewe v. DRC Emer. Services, LLC, Case NO. 17-181, Jasper County, MO. Suit for an accounting and claim for payment by an attorney arising out of the Joplin, MO tornado project.

Fuxench, et al v. Puerto Rico Dept. of Recreation & Sports, No. 20-3148, Puerto Rico Bayomon High Court. Claim against the Puerto Rico Dept. of Recreation & Sports to enjoin it from performing post-hurricane tree and limb removal in a park.

Contreras v. Terrence, et al, No. 18-3519, 134th Dist. Court, Dallas County, TX. Claim by a fourth tier subcontractor for payment. The lawsuit states damages are between \$50,000 and \$200,000.

Lambert v. DRC Emergency Services, LLC, et al, 24th Judicial District Court for Jefferson Parish Louisiana, Civil Action No. 702311. BP Oil Spill personal injury claim. DRC is being indemnified by BP.

Fitzgerald v. DRC Emergency Services, LLC, et al, United States District Court for the Eastern District of Louisiana, Civil Action No. 13-650. BP Oil Spill personal injury claim. DRC is being indemnified by BP.

Brown v. DRC Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-2333. BP personal injury claim.

Lewis v. Ft. Lauderdale, #19-2090, 17th JC Broward Co. Personal injury. Resident tripped on sidewalk, Insured.

The cases in grey have been suspended, dismissed, settled, or closed.

ABANDONED CASES:

Down South Services, LLC v. DRC Emergency Services, LLC, Case No. 59-035, 25th Judicial District Court for Plaquemines Parish, Louisiana. Claim by equipment supplier in connection with the BP oil spill project. DRCES disputed plaintiff's claim and tendered 68% of plaintiff's demand pending further backup detail from plaintiff. No backup detail was provided. The lawsuit is open but plaintiff has abandoned the claim under Louisiana law having taken no step in the litigation since 2011.

American Amphibious Equipment and Rental, Inc. v. Brookhaven Maintenance South Contract Corp., et al, Case No. 55-252, 25th Judicial District Court for Plaquemines Parish, Louisiana. Collection claim by an equipment supplier to a lower-tier subcontractor on the Hurricane Katrina project. On April 13, 2009, one of the lower-tier subcontractors filed for Chapter 11 bankruptcy relief (USDC SD Miss. Case No. 09-50745) and the instant lawsuit was stayed. The Chapter 11 reorganization proceeding was converted to a Chapter 7 liquidation on July 23, 2009. The plaintiff in the instant case did not seek to lift the bankruptcy stay and did not otherwise take any steps in the instant litigation since 2009. The instant matter, therefore, has been abandoned under Louisiana law.

Baudier v. DRC Emergency Services, LLC, et al., 24th Judicial District Court for Jefferson Parish Louisiana, Civil Action No. 703-286. BP Oil spill personal injury claim. Abandoned.

Turlich v. DRC Emergency Services, LLC, et al., 25th Judicial District Court for Plaquemines Parish Louisiana, Civil Action No. 59-076. BP Oil spill personal injury claim. Abandoned.

Frelích v. DRC Emergency Services, LLC, et al., 25th Judicial District Court for Plaquemines Parish Louisiana, Civil Action No. 59-616. BP Oil spill personal injury claim. Abandoned.

DISMISSED, SETTLED OR CLOSED CASES:

B&S Equipment v. DRC Emergency Services, LLC, et al, Case No. 708-443, 24th Judicial District Court for Jefferson Parish, Louisiana. Lawsuit removed to United States District Court for Eastern District of Louisiana, Case No. 11-3144, then remanded to state court. Claim by lower-tier sub-subcontractor for unpaid work. Hurricane Katrina project. Case settled for \$175,000 on July 3, 2014.

Ultra Lane, Ltd. v. DRC, et al, No. 17-430, USDC MDLA Suit by Ultra Lane against lower-tier sub-subcontractor for payment. Plaintiff dismissed DRC from litigation.

Baker v. DRC, No. USDC WDLA. Collection lawsuit. DRC disputed the claim. Matter settled for \$125,000 and dismissed September 26, 2017.

Infinity Trucking v. Cahaba Disaster Recovery, et al, USDC EDLA, Case 18-1700. \$94,000 claim by lower tier subcontractor on a demolition project. Claim is disputed by DRC based on no contract privity. Settled and dismissed December 10, 2018.

IceX Systems Management, LLC v. DRC Emer. Servs., No. C-201885406, 15th JDC, Lafayette Parish, LA. Claim by equipment lessor for rental. DRC contended that equipment was removed from project by plaintiff. Investigation confirmed that the equipment was removed by plaintiff and that DRC overpaid plaintiff. Plaintiff dismissed the lawsuit July 22, 2020.

Black v. DRC Emergency Services, LLC, et al, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-867. BP Oil Spill injury claim. Dismissed March 27, 2017.

Pearson v. DRC Emergency Services, LLC, et al, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-863. BP Oil Spill injury claim. Dismissed June 27, 2016.

Luke Boudreaux v. The DRC Group, et al, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-03179. BP Oil Spill injury claim. Dismissed June 19, 2020.

Matherne Business Associates v. DRC Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-449. BP Oil Spill injury claim. Dismissed June 18, 2020.

Rodrigue Business Associates v. DRC Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-445. BP Oil Spill injury claim. Dismissed June 18, 2020.

Pearson and Black v. DRC Emergency Services, LLC, 24th Judicial District Court for Jefferson Parish Louisiana, removed to USDC EDLA, Civil Action No. 11-778. BP Oil Spill injury claim. Dismissed June 19, 2020.

Chad Rogers v. DRC Emergency Services, LLC, et al., 19th Judicial District Court for East Baton Rouge Parish Louisiana, Civil Action No. 601084 removed to USDC MDLA Civil Action No. 11-331, transferred to USDC EDLA Civil Action No. 11-1295. BP Oil Spill injury claim. Dismissed September 6, 2018.

Foussell, et al, v. DRC Emergency Services, LLC, et al, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-1195. BP Oil Spill injury claim. Dismissed September 6, 2018.

Trung v. Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-2766. BP Oil Spill injury claim. Dismissed September 6, 2018.

Duong, et al v. Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-814. BP Oil Spill injury claim. Dismissed September 6, 2018.

Duong, et al v. DRC Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 13-605. BP Oil Spill injury claim. Dismissed July 11, 2019.

Dinwiddie v. DRC Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-426. BP Oil Spill injury claim. Dismissed September 6, 2019.

Elmer Rogers v. DRC Emergency Services, LLC, Orleans Parish Civil District Court, Civil Action No. 14-8304, Div. "J" removed to USDC EDLA Civil Action No. 14-2285. BP Oil Spill injury claim. Dismissed June 19, 2020.

In re Triton Asset Leasing GmbH, U.S. Dist. Court for Eastern District of Louisiana, Case No. 10-2771. Statutory limitation of liability proceeding invoked by a vessel owner which was consolidated with MDL 2179. BP Oil Spill injury claim. Dismissed June 11, 2020.

Alexander v. DRC Emergency Services, LLC, et al, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-951. DRCES is named as a defendant but was never served with legal process. Lawsuit was consolidated in MDL 2179. BP Oil Spill injury claim. Dismissed September 6, 2018.

Strike Zone Charters v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-5960. BP Oil Spill injury claim. Dismissed July 11, 2019.

Reefkeeper, LLC v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-5955. BP Oil Spill injury claim. Dismissed March 4, 2020.

Terry v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-4137. BP Oil Spill injury claim. Dismissed March 4, 2020.

Lim v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3950. BP Oil Spill injury claim. Dismissed July 10, 2018.

Duong v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3953. BP Oil Spill injury claim. Dismissed January 3, 2019.

Ly v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3957. BP Oil Spill injury claim. Dismissed February 5, 2020.

Ly v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-4027. BP Oil Spill injury claim. Dismissed July 18, 2017.

Nguyen v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3952. BP Oil Spill injury claim. Dismissed February 5, 2019.

Nguyen v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3955. BP Oil Spill injury claim. Dismissed February 5, 2019.

REGULATORY

On August 29, 2018 and September 4, 2018, the Puerto Rico Department of Natural and Environmental Resources (“DNER”) issue two clean-up orders to DRC in connection with two debris management sites on a hurricane recovery project for the Puerto Rico Department of Transportation and Public Works (“DTOP”). On September 15, 2018, DTOP issued a stop work order for the entire project. On December 5, 2018, DTOP subsequently issued a Notice to Proceed and project operations re-commenced. By letter dated February 19, 2019, DNER fined DRC for failure to comply with its August and September 2018 clean-up orders despite DTOP shut-down of the project. DRC appealed the fines which were subsequently settled by the parties without admission of liability.

**City of Ormond Beach
Request for Proposals (RFP)
Debris Removal, Reduction and Recovery for City of Ormond Beach
(RFP No. 2021-17)**

**CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION**

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in 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 violation.
- 3) Give each employee that engages 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) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

DRC Emergency Services, LLC

Company Name

Authorized Signature

Kristy Fuentes

Print Name

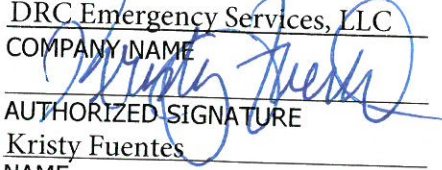
Vice President/Secretary/Treasurer

Title

**City of Ormond Beach
Request for Proposals (RFP)
Debris Removal, Reduction and Recovery for City of Ormond Beach
(RFP No. 2021-17)**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

DRC Emergency Services, LLC
COMPANY NAME

AUTHORIZED SIGNATURE
Kristy Fuentes
NAME
Vice President/Secretary/Treasurer
TITLE
6/21/2021
DATE



FEMA

or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

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 who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.



U. S. Department of Homeland Security
Headquarters
500 C St SW
Washington, D.C. 20042



FEMA

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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, DRC Emergency Services, LLC, 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Kristy Fuentes, Vice President/Secretary/Treasurer

Name and Title of Contractor's Authorized Official

6/21/2021

Date





RFP Evaluation Summary

Project: **Debris Removal, Reduction and Recovery**

RFP Number: **2021-17**

Date & Time: **Wednesday, July 21, 2021- 10:00AM**

The RFP's were scored on the following criteria:

Qualifications and Experience (30 points)

References (30 points)

Investment Strategy (30 points)

Price (10 points)

Summary																					
Firm	Finley	Gray	Bye	Qualifications and Experience (90 points max)	Finley	Gray	Bye	References (90 points max)	Finley	Gray	Bye	Investment Strategy (90 points max)	Finley	Gray	Bye	Price Schedule (30 points max)	Finley total (100 points max)	Gray total (100 points max)	Bye total (100 points max)	Total (300 points max)	Rank
Aftermath Disaster Recovery ✓	24	20	22	66	21	20	22	63	21	22	21	64	10	10	8	28	76	72	73	221	4
Ceres Environmental ✓	27	26	28	81	27	20	25	72	27	21	26	74	6	1	1	8	87	68	80	235	2
Crowder Gulf ✓	30	28	30	88	30	27	30	87	27	24	28	79	9	6	9	24	96	85	97	278	1
Custom Tree Care	15	18	15	48	15	17	15	47	15	18	16	49	10	8	7	25	55	61	53	169	9
DRC Emergency Services ✓	24	21	25	70	24	23	25	72	27	20	20	67	6	4	8	18	81	68	78	227	3
Graham County Land Company	21	20	20	61	15	21	16	52	18	20	17	55	8	9	7	24	62	70	60	192	6
KDF Enterprises	15	22	19	56	15	20	20	55	15	21	20	56	7	5	5	17	52	68	64	184	7
Phillips & Jordan	27	23	23	73	24	22	22	68	24	20	22	66	7	2	4	13	82	67	71	220	5
Southern Disaster Recovery	21	22	22	65	18	21	20	59	15	19	20	54	7	3	4	14	61	65	66	192	6
TFR Enterprises	15	17	17	49	15	21	17	53	18	19	17	54	8	7	7	22	56	64	58	178	8

Rob Hart, Purchasing Coordinator



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Robert Carolin, Leisure Services Director

Date: September 8, 2021

Subject: Revised Road Closures for 2020-2021

Commission Goal: N/A

Introduction

This is a request for City Commission authorization for the revised closure schedule of Riverside Drive for various upcoming events.

Background

Due to the COVID-19 pandemic, special events continue to be reviewed on a case by case basis, with consideration given to CDC guidelines, social distancing, and state-wide direction. Approving this agenda item, as in years past, ensures both pedestrian and traffic safety should the events below occur.

Discussion

This item will authorize closures of Riverside Drive from Granada Boulevard to Casements Drive for any of the following events. Most events did not occur in the last year, as indicated by a strikethrough on such event. Two events have been rescheduled, the Celtic Festival and Ormond Beach LIVE!, and are highlighted with the new dates and times.

Event	Date	Times
Ormond Beach LIVE!	October 24, 2020	7:00 a.m. - 12:00 a.m. (midnight)
Halloween	October 31, 2020	5:00 p.m. - 11:00 p.m.
Riverfest (Ormond Beach Main Street)	November 20, 2020 - November 22, 2020	5:00 p.m. - 8:00 p.m.
Gaslight Parade	November 27, 2020	5:00 p.m. - 8:00 p.m.
Christmas Gala (The Casements Guild)	December 4, 2020 - December 6, 2020	4:00 p.m. - 5:00 p.m.
Holidays at The Casements	December 17, 2020	4:00 p.m. - 10:00 p.m.

Taste of Ormond (Ormond Beach Main Street)	February 28, 2021	8:00 a.m. - 12:00 a.m. (midnight)
Tomoka Marathon	March 20, 2021	4:00 a.m. - 4:00 p.m.
Celtic Festival (Ormond Beach Main Street)	April 16, 2021 - April 18, 2021	8:00 a.m. - 10:00 p.m.
Jewish Heritage Festival	April 23, 2021 - April 25, 2021	4:00 p.m. - 9:00 p.m.
Art in the Park	April 30, 2021 - May 2, 2021	8:00 a.m. - 9:00 p.m.
Craft Beer Festival (Ormond Beach Main Street)	May 8, 2021	7:00 a.m. - 12:00 a.m. (midnight)
Memorial Day Rehearsal	May 29, 2021	6:00 a.m. - 2:00 p.m.
Memorial Day Remembrance	May 31, 2021	6:00 a.m. - 2:00 p.m.
Celtic Festival (Ormond Beach Main Street)	September 10, 2021 - September 12, 2021	7:00 a.m. - 11:00 p.m.
Ormond Beach LIVE!	September 25, 2021	5:00 a.m. - 12:00 a.m.

Budget Impact

There is no budget impact associated with these closures.

Citizen Impact

Closing Riverside Drive to vehicular traffic helps improve safety for pedestrians attending events in the area.

Recommendation

It is recommended that the City Commission authorize closing Riverside Drive from Granada Boulevard to Casements Drive in accordance with the revised schedule detailed above.

REVIEWED BY:


Kelly McGuire, Finance Director 8/30/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 9/2/2021



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Robert Carolin, Leisure Services Director

Date: September 8, 2021

Subject: RFP No. 2021-23 for Concession Agreement at Ormond Beach PAC

Commission Goal: Quality of Life - Other

Introduction

This is a request by staff for the City Commission to authorize the advertisement of a Request for Proposals (RFP) for a one-year Concession Contractual Agreement with an option for four one (1) year automatic renewals for the Performing Arts Center.

Background

Opened in 1991, the Ormond Beach Performing Arts Center is a twenty-three thousand square foot facility housing a six-hundred fixed seat auditorium with a performance stage. The venue provides the community with live entertainment, including music concerts, dance recitals, comedy shows, traveling attractions, business and government meetings, and community theater productions. Over the course of the last five years, the Performing Arts Center averaged over sixty performances and eighteen thousand attendees.

In March 2020, the Leisure Services Advisory Board made a recommendation to the City Commission, suggesting that the City of Ormond Beach be allowed to enter into a contract with an outside vendor for the sales of beer and wine during select events at the Performing Arts Center.

Discussion

The Performing Arts Center's concession stand, currently run by volunteers with sales limited to pre-packaged items, has been a successful operation of the Performing Arts Center and provided a valuable service to its patrons. As recommended by the Leisure Services Advisory Board, staff is requesting City Commission approval to explore the option of adding beer and wine sales by an outside vendor during select events. The City shall have the sole right to determine at which events alcohol beverages may be sold. Should a qualified vendor respond and comply with all requirements outlined in

the attached RFP, staff will bring a proposed agreement back to the City Commission for consideration.

Budget Impact

Revenue derived from the concession agreement will be used to offset costs associated with the Performing Arts Center.

Recommendation

Staff plans to proceed with submitting an RFP for a one-year Concession Contractual Agreement with an option for four one (1) year automatic renewals for the Performing Arts Center, unless otherwise directed by the City Commission.

Attachments:

- RFP 2021-23 PAC Concessionaire (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 8/9/2021


Claire Whitley, Assistant City Manager 8/30/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 8/30/2021



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Concessionaire for Ormond Beach Performing Arts Center
RFP NUMBER: 2021-23
RFP OPENING DATE & TIME: September 21, 2021 at 2:00pm
RFP OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**
PRE-PROPOSAL MEETING DATE & TIME:
PRE-SUBMITTAL MEETING:

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

EMAIL: _____

If returning as a "No Submittal", please state reason (s) _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

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

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be

considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) 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 the 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 Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

Opened in 1991, The Ormond Beach Performing Arts Center is a six hundred fixed seat auditorium with a performance stage. The venue provides the community with live entertainment including music concerts, dance recitals, comedy shows, traveling attractions, business and government meetings, and community theater productions. Over the course of the last five years, the Performing Arts Center averages over sixty performances and eighteen thousand attendees. The average total annual sales of concessions during this time frame is approximately six thousand dollars. Previous concession sales have not included sale of alcoholic beverages.

The purpose of this Request for Proposals (RFP) is to solicit competitive sealed proposals to provide fully insured and appropriately licensed concessionaire to sell snacks, hot and cold beverages, and to provide beer and wine concession services at the Ormond Beach

Performing Arts Center. The successful Respondent or Respondents will demonstrate the ability to provide a safe, consistent and reliable beer, wine, and other concession services that will:

1. Maximize the public's use and enjoyment of the Performing Arts Center.
2. Encourage tourism;
3. Provide an accurate and verifiable system to account for all revenue collected;
4. Provide an accurate and verifiable system to determine dates and times of operation at the request of the City.
5. Adequately compensate the City of Ormond Beach, as the trustee of the public's interest at the Ormond Beach Performing Arts Center and offset the City's costs of operating the PAC.

II. SCOPE OF SERVICES

- A. The successful respondent shall be responsible for reviewing and complying with all laws, regulations, and ordinances applicable to Concessionaires.
- B. Concessionaire shall have the option of proposing to provide the service to manage, maintain, and sell an inventory of ready to eat snack food items, bottled water, soft drinks, and coffee, in addition to all beer and wine operations and licenses at the PAC, or to provide only beer and wine service with the understanding that the Performing Arts Center would retain the sole and exclusive right to sell ready to eat snacks, soft drinks, coffee, and bottled water. The City shall have the sole right to determine at which events alcoholic beverages may be sold. Concessionaire shall at all times exercise total independent, prudent, reasonable judgment in the serving of alcoholic beverages. Concessionaire shall use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages. The decision to refuse service of alcoholic beverages to any individual shall be the sole responsibility of concessionaire. Concessionaire shall be required to have all staff including management, involved in the service of alcoholic beverages, to complete an Alcohol Awareness Training Program that has been approved by the State of Florida.
- C. Concessionaire shall be responsible for furnishing and set up of appropriate bar and refrigeration equipment one hour prior to any show where Concessionaire's services are requested.
- D. Concessionaire shall be responsible for removal of appropriate bar and refrigeration equipment after any intermission along with any unsold beer or wine.
- E. City will be responsible for utility charges for any refrigeration equipment.
- F. Concessionaire shall use no undue pressure, coercion or persuasion in an attempt to influence the sale of any products.
- G. Concessionaire shall operate in a manner that will ensure the convenience and safety of the public.
- H. All employees, officers, agents, and subcontractors of the Concessionaire shall be neatly attired in uniforms that properly identify them as official Concessionaire personnel.
- I. All pricing for all goods and services are to be posted and visible for all customers.

- J. All employees, officers, agents, and subcontractors of the Concessionaire shall wear photo identification badges that will be furnished by and at the expense of the awarded Respondent.
- K. The design of such uniforms shall be subject to the prior approval of the City of Ormond Beach's Director of Leisure Services or his/her designee. All uniforms worn shall be maintained in a neat and clean manner.
- L. Except as expressly permitted by the resulting contract, solicitation outside of the designated concession area is prohibited.
- M. The public's right shall not be infringed upon by an activity of the Concessionaire or any of its employees, agents, or subcontractors. The activities of the Concessionaire shall be such as to render service to the public in a dignified manner.
- N. The City of Ormond Beach's Director of Leisure Services or his designee shall have the right to require any employee(s) of the Concessionaire to be permanently removed from the premises whenever it appears to be in the best interest of the City of Ormond Beach.
- O. In addition to City of Ormond Beach Commercial Liability Insurance requirements, Concessionaire shall provide evidence of coverage for liquor liability in an amount not less than \$1,000,000 per occurrence. If the Commercial General Liability policy covers liquor liability (e.g. host or other coverage), the Contractor shall provide written documentation to confirm that coverage applies to this Agreement.
- P. The Concessionaire shall maintain all facilities and equipment in a clean and sanitary condition. All food and beverage facilities shall be in accordance with all applicable rules, ordinances and/or laws pertinent to the health authorities of Volusia County, the Florida State Board of Health and any other health department having jurisdiction.
- Q. The Concessionaire shall be responsible for maintaining a clean, safe and appealing environment in and around the concession area. The Concessionaire shall develop and adhere to a recycling program approved by the City of Ormond Beach.

III. Personnel and Experience of the Concessionaire:

- A. All persons involved in concession activities are required to undergo a background check and drug test at the Concessionaire's expense. In addition, it is the Concessionaire's responsibility to insure all new hires, officers, and agents, are communicated to the City of Ormond Beach's Director of Leisure Services or his/her designee after completion of the background checks and drug testing. It is the responsibility of the successful Respondent to issue individual identification badges upon successful completion of the background check and drug test. No individual shall be permitted to work in the Performing Arts Center without this identification. The City of Ormond Beach reserves the right to request random drug testing of all of the successful Respondent's personnel.
- B. The City of Ormond Beach includes a diverse population and the successful respondent shall reflect this diversity by encouraging diversity in employment of concessions.

- C. The successful Respondent shall have documented experience in the applicable industry for the goods and services which will be managed. This documentation and references are a requirement and evaluation factor of this RFP.

IV. Concession Percentage Fee

- A. As consideration for the City of Ormond Beach granting the concession privileges to the successful Respondent, the Concessionaire shall pay to the City of Ormond Beach a Concession Percentage Fee. The Concession Percentage Fee is a percentage of the Concessionaire's gross receipts.
- B. Respondents shall propose a Concession Percentage Fee based on the criteria in Section IX, Proposal Process. The proposed Percentage Fee will be a factor in the decision to award a Contract to the successful Respondent.
- C. The Concession Percentage Fee shall not be listed as a separate line item on any receipt provided to any customer or member of the public.

V. Reporting and Financials

- A. The successful Respondent shall ensure the concession venue is equipped with a cash register system with duplicate receipt capability.
- B. Concessionaire shall provide sale statements within (5) days post production and will be required to send these reports electronically to the City of Ormond Beach's Performing Arts Center Supervisor and City of Ormond Beach Finance Department. The statements shall be sufficient for the City to determine the number, type and gross sales for all concessions sold. The amount of the Concession Percentage Fee shall be paid to the City no later than (15) days post production.
- C. The City of Ormond Beach reserves the right to audit any financial documentation at any time.
- D. Respondent shall include in the sales statement all sales and receipts for each production and shall be verifiable through the cash register system.

VI. Menu Items

The successful Respondent is expected to serve quality pre-packaged food, drinks to include soft drinks and beer and wine items (example: candy, crackers, canned/bottled sodas, water, etc.) to meet the needs of the visiting public. Simple menu items should be offered at competitive prices. Beer and wine are the only alcoholic beverages permitted on the premises. Each proposer will be required to include a sample menu of products to be offered with a proposed price list corresponding to each product

VII. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of one (1) year and may be automatically renewed for four, one-year terms thereafter upon mutual written agreement.

VIII. MINIMUM QUALIFICATIONS

In order to be considered responsive, Proposers shall, at a minimum, demonstrate compliance with the following Pre-Qualification Criteria in their proposal. All requested documentation and/or information shall be provided in the Proposal to confirm that the Proposer has satisfied the Prequalification Criteria in order to be properly evaluated as listed herein. Proposers failing to meet these requirements shall be deemed non-responsive. The Proposer shall, at the time of Proposal submittal, time of award, and throughout the duration of the Contract, continue to meet the following Pre-qualification Criteria requirements as stated in the Solicitation Documents.

- Must be a registered Concessionaire in Florida.
 - o Must submit copy of license with proposal.
- Must complete all attached contract documents.
- Must submit a sample menu including all items and pricing.
- A schedule of operations must be submitted with proposal and any deviation from that schedule must be approved by the Leisure Services Director or his/her designee.
- Concessionaire shall have the ability to manage and maintain all liquor operations and licenses at the Performing Arts Center. The City shall have the sole right to determine at which events alcoholic beverages may be sold. Concessionaire shall at all times exercise total independent, prudent, reasonable judgment in the serving of alcoholic beverages. Concessionaire shall use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages. The decision to refuse service of alcoholic beverages to any individual shall be the sole responsibility of concessionaire. Concessionaire shall be required to have all staff including management, involved in the service of alcoholic beverages, to complete an Alcohol Awareness Training Program that has been approved by the State of Florida.
- The Concessionaire shall have proven successful and progressive leadership (three years in a like business) in offering to the public those services as outlined. References are required as per the defined Evaluation Criteria listed in this package and shall be submitted on the forms provided with the proposal. A minimum of three (3)/maximum of five (5) customer references should include name and address of agency, length of contract, contact name, telephone number, fax number and email address. A minimum of two (2)/maximum of three (3) supplier references are also required and should include the above information.

IX. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

A. Background of firm:

B. Experience:

C. Investment Approach:

D. Concession Percentage Fee (the percentage of gross receipts Concessionaire proposes to pay to the City for each sale):

1. Percentage of beer and wine sales
2. Percentage of other concession sales (if Concessionaire proposes to provide concessions in addition to beer and wine)

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

X. EVALUATION PROCESS AND CRITERIA

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Qualifications and Experience (30 points)
 Completeness of Submission (15 points)
 Price/Variety of Offerings (30 points)
 Proposed proceeds to City (25 points)

Responsive proposals will be ranked in each of the criteria

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right

The City shall be the sole judge of the proposer's qualifications.

XI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 2:00 p.m., September 21, 2021.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
 City of Ormond Beach
 22 South Beach Street
 Ormond Beach, Florida 32174
 Telephone: (386) 676-3223
 FAX: (386) 676-3374
 rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall downstairs in Room 101, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5957 Opt. 2 – (386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT A Risk Management and Insurance Requirements

A. Payment and Performance Bonds (N/A)

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts (N/A)

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as

determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
 \$100,000. Each Employee Bodily Injury by Disease
 \$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence
	\$300,000 General Aggregate *
	\$300,000 Aggregate Products & Completed Operations

	\$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c)** Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d)** Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e)** Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of

premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

- 1.** Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
- 2.** For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
- 3.** All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
- 4.** The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

**City of Ormond Beach
Request for Proposals (RFP)
Concessionaire for Ormond Beach Performing Arts Center
(RFP No. 2021-23)**

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.

3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.

4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.

5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

**City of Ormond Beach
Request for Proposals (RFP)
Concessionaire for Ormond Beach Performing Arts Center
(RFP No. 2021-23)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____
hereby

(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

**City of Ormond Beach
Request for Proposals (RFP)
Concessionaire for Ormond Beach Performing Arts Center
(RFP No. 2021-23)**

CITY OF ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

- ☐ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☐ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

**City of Ormond Beach
Request for Proposals (RFP)
Concessionaire for Ormond Beach Performing Arts Center
(RFP No. 2021-23)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION**

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in 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 violation.
- 3) Give each employee that engages 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) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Company Name

Authorized Signature

Print Name

Title



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Joyce A. Shanahan, City Manager

Date: September 8, 2021

Subject: City Manager Status Report, September 2021

Commission Goal: Governance - Other

Introduction

This item provides the City Commission monthly information regarding City activities.

Background

In order to keep the City Commission informed on a variety of issues in a comprehensive and timely manner, staff provides this report regarding the status of citywide activities. The purpose of the report is to highlight general information in the various areas of business such as financial, economic development, capital projects, planning and building activities.

Discussion

Reports

Please see the following reports attached to this memo:

1. Building Permit Activity August 2021
2. Capital Improvements Program (CIP) Status Report September 2021
3. Planning Memorandum August 31, 2021
4. Development Activity Report September 2021
5. Financial Status Report July 2021
6. Economic Development Report August 2021
7. First Step Shelter Monthly Update July 2021

8. Proposed Commission Workshop Schedule 2021-2022

Updates

1. Parks & Recreation Master Plan

- The Visioning Workshops for the Parks and Recreation Master Plan update were held and considered successful by Barth Associates and the Master Plan Committee. The City Commission responded positively to the results of the preliminary report, as did the Quality of Life and Leisure Services Advisory Boards.

A follow-up survey was circulated on social media and the City's website to gain further insight into some broad topics, such as Adult Health and Wellness, green space and natural areas. Approximately 300 responses have been received and the results are helping our consultants understand the needs of residents within our parks system. The next steps in the Visioning phase includes a public meeting on October 6, where Barth Associates will present findings to residents and gather any additional comments before moving into the final stages of the project.

2. CIP Projects

MacDonald House

- The Historic Landmark Preservation Board has provided a Certificate of Appropriateness for the revisions to the front elevation, A.M. Weigel is in the process of obtaining building permit approval. Upon approval, the contractor will commence work on the North elevation to complete the work on the exterior of the building.

U.S. 1 Water Main and Force Main Improvements

- The contractor is in the final stage of right-of-way restoration; City Utilities staff is assisting with tie-in and disturbed areas.

Granada Blvd. Banner Poles

- Poles have been installed at Washington Avenue, the contractor is allowing for final curing of the foundation and will install the span wires this month.

South Ormond Neighborhood Center Gymnasium

- A pre-construction meeting was held with the contractor. Due to material shortages, the building is not anticipated to be delivered and erected until March 2022; work will commence in a manner in order to complete the job as quickly as possible and with negligible impact to the function of the facility.

2021 Roadway Resurfacing

- A pre-construction meeting was held with the contractor, Masci Construction, on September 1; a schedule is being finalized and residents will be notified of the work.

Traffic Calming

- Speed tables have been installed on Hernandez Avenue and are currently being installed on Fleming Avenue. Staff has met with residents of Dix Avenue and Neptune Avenue, and are finalizing plans for installations in response to requests in those neighborhoods.

Announcements

Proposed Workshops Schedule

All dates and topics are tentative and subject to change. Some items might be presented as discussion items on the regular Commission agenda.

<u>Date</u>	<u>Topic</u>
• October 5, 2021	FDOT Transportation
• October 19, 2021	West Ormond Transportation
• October 26, 2021	OB Life 2021 Kick-off and Transportation Issues
• November 2, 2021	Utilities and SB64
• November 9, 2021	OB Life 2021 Utilities and Quality of Life
• December 7, 2021	Cassen Park Update
• December 14, 2021	OB Life 2021 - Wrap-up
• January 4, 2022	Shade Meeting - Collective Bargaining Discussion
• January 18, 2022	Parks & Recreation Master Plan Update - Final Draft

Recommendation

This report is for informational purposes and acceptance is recommended. Any additional information or clarification will be provided upon request, and staff will plan to proceed as directed.

Attachments:

- Building Permit Activity 08.31.2021 (PDF)
- CIP Monthly Detail Report September 2021 (PDF)
- Planning Memorandum 08.31.21 (PDF)
- MDR Report 09.01.2021 (PDF)
- Financial Status Report July 2021 (PDF)
- EconDev Monthly Report August 2021 (PDF)

- First Step Shelter July 2021 (PDF)
- Proposed Workshop Schedule 2021 (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 9/1/2021


Claire Whitley, Assistant City Manager 9/1/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 9/2/2021

Monthly Building Permit Summary

August 1 to August 31, 2021 versus August 1 to August 31, 2020 and year to date:

Total Building Permits Issued, including	August 1 to August 31, 2021	August 1 to August 31, 2020	<u>FY2020-21</u> year to date	<u>FY2019-20</u> year to date
Business Fire Inspection	9	13	67	161
Business Tax Receipt	9	11	100	57
Commercial Alterations	1	4	53	46
Commercial Buildings	4	0	13	5
Commercial Re-roof	3	5	38	31
Demolition	3	1	21	11
Dock	1	3	23	19
Doors	23	24	284	253
Driveways	11	3	117	100
Electrical (residential & commercial)	23	21	255	249
Fire Protection Systems	4	2	43	40
Fences	35	36	416	336
Garage or Carport	4	3	35	18
Gas	10	13	72	79
Generator	4	10	62	77
Mechanical (residential & commercial)	95	88	976	921
Mobile home set-up	3	1	37	16
Multi-Family Homes	0	0	0	22
Other categories (all other permits not listed)	27	21	76	313
Plumbing (residential & commercial)	8	11	113	109
Residential Remodel/Additions	5	9	104	100
Residential re-roof	114	75	1067	843
Screen room/hard roof	4	5	45	32
Screen enclosure only	6	7	489	38
Shed	2	2	36	36
Signs	9	20	113	84
Single Family Homes	3	9	123	108
Solar	11	5	85	71
Special Events	3	0	43	92
Swimming pool	9	15	99	93
Utility connection only	10	1	75	46
Windows	34	55	473	458
Total permits	487	473	5,401	4,864
Total Valuation	\$10,697,868	\$7,966,082	\$144,463,579	\$119,482,930

CAPITAL IMPROVEMENT STATUS - as of September 1, 2021

	Status	Project Manager	Engineer/ Architect	Contractor	CIP Budget	Const Contract \$	Design Start	Bid Award	Const NTP	% Complete
Construction										
56 North Beach Street Demolition & Parking Lot Construction	Structure demolition is complete. Staff is assessing the condition of the existing asphalt, and restoration options.	Alex Schumann	Const Mgr	AM Weigel	\$ 155,000	\$ 150,506		5/21	7/23	30%
2021 Road Resurfacing	Contracts are executed, a pre-construction meeting was held on September 1.	Cole Buck	In-House	Masci General Contractor	\$ 450,000	\$ 399,844		8/4		0%
CDBG Fleming Playground	City Commission approved/executed contract on 8/17. Long lead time materials are ordered, scheduled for delivery in December.	Cara Culliver	In-House	PlayPower LT Farmington, Inc.	\$ 129,803	\$ 128,850		8/17		0%
Downtown Banner Pole	The banner poles and span wire have been installed. Banners can be hung by Labor Day.	Alex Schumann	LTG	Chinchor Electric	\$ 97,000	\$ 94,248		3/21	8/2	95%
Fiber Optic Improvements - Wilmette Pump Station	Work Authorization for fiber optic connection to new pump station scheduled for City Commission approval at the September 22 meeting.	George Lavatelli	In-House	Dannell Construction Corp of FI		\$ 37,789				
Granada Mid-Block Crossing - Project funded 100% by FDOT	Poles have been received, other long lead time materials are on order	Alex Schumann	FDOT/SDR	Carter Electric	\$ 68,000	\$ 62,491		1/21		0%
MacDonald House Restoration - Ph I	The original scope of work for the East and West walls is complete. The restoration work went better than expected and the Contractor was also able to complete work on the South wall within the current authorized expense. A Work Authorization to address the North side of the building, including replacing the front porch, front porch roof, and handicap ramp, is scheduled for City Commission approval at the September 8 meeting,. When completed this will finalize work on the building exterior.	George Lavatelli	Const Mgr	AM Weigel	\$ 538,573	\$ 448,650		12/20	1/20	75%
North US1 WM/FM Improvements	The Contractor has applied for and received Health Department final clearance for the water main. Force main clearance is in process. Contractor will begin water main tie-ins and customer connections.	Alex Schumann	Mead Hunt	Hazen Construction	\$ 3,155,000	\$ 2,673,200		8/20	9/20	86%
Nova Comm Park Tennis Court Lighting	Poles and lights are installed, lights have been aimed. Contractor is working on electrical and wiring lights.	Alex Schumann	Const Mgr	AM Weigel	\$ 335,000	\$ 330,385		5/21	7/26	84%

9.J.b										
	Status	Project Manager	Engineer/ Architect	Contractor	CIP Budget	Const Contract \$	Design Start	Bid Award	Const NTP	% Complete
Riviera Park Pedestrian Signals	Signs are ordered, scheduled for delivery by mid September, with installation to follow.	Cara Culliver	In-House	Economy Electric	\$ 26,000	\$ 17,850			2/21	54%
SONC Gym	Contracts are executed, a pre-construction meeting was held on August 25.	Cole Buck	Zev Cohen	Saboungi Construction	\$ 1,100,000	\$ 1,079,880		8/4		0%
Wilmette Stormwater Pump Station	Shop drawings are under review	George Lavatelli	McKim/Creed	JD Weber Construction	\$ 550,000	\$ 512,153		2/21		0%
WRF Chlorine Contact Chamber Impvmts	Contractor is ordering long lead time materials. Construction estimated to begin by early October.	Alex Schumann	Mead Hunt	SGS Contracting Svcs	\$ 760,000	\$ 707,700		5/21		0%
WTP Sludge Residuals Facility Impvmts	New centrifuge installed, existing centrifuge is connected to new control panel, exterior painting complete, minor interior work is in process.	Lynn Carter	McKim/Creed	SGS Contracting Svcs	\$ 1,200,000	\$ 1,048,700		8/19	7/20	87%
Bidding										
Facility Hardening (Re-Bid)	Project scheduled for approval to advertise at the September 22 City Commission meeting.	Cole Buck	DJDesign		\$ 1,000,000		4/20			
Design										
Airport Access Roads	Design in process	Steven Lichliter	HTA		\$ 83,000		6/20			95%
Airport Business Park Drive Ph II	Design in process	Alex Schumann	Zev Cohen		\$ 105,000		7/20			84%
Airport Reconstruct Taxiway B	Design in process	Steven Lichliter	HTA		\$ 69,000		2/21			100%
Airport Rehabilitate Taxiway D	Design in process	Steven Lichliter	HTA		\$ 143,000		10/20			100%
Cassen Park Impvmts	Design in process	Alex Schumann	Mynchenberg/ Hall & Ogle		\$ 65,000		10/20			59%
Doug Thomas Way Extension	Survey in process	Alex Schumann	Upham		\$ 90,000		6/21			10%
Facility Hardening	Design in process	Cole Buck	DJDesign		\$ 20,000		5/21			100%
South Beach Street WM Replacement	Design in process	Lynn Carter	In-House				2/21			90%
WM Replacement Ph 4-Mainland	Design in process	Cole Buck	Zev Cohen		\$ 250,000		4/21			27%
WM Replacement Ph 4-Peninsula	Design in process	Lynn Carter	McKim/Creed		\$ 250,000		4/21			17%
WRF Upgrades	Design in process	Lynn Carter	Mead Hunt		\$ 170,000		7/21			1%

**CITY OF ORMOND BEACH
FLORIDA
PLANNING MEMORANDUM**

TO: City Commission
Joyce A. Shanahan, City Manager
Terri Hamsher, Executive Secretary
Randy Hayes, City Attorney
Claire Whitley, Assistant City Manager

Steve Johnson, GIS
Wendy Hontz, Assistant City Clerk
Cassidi Ritz, Office Assistant
Cindy Pinizzotto, Senior Paralegal

FROM: Steven Spraker, AICP, Planning Director

DATE: August 31, 2021

SUBJECT: Agendas for Upcoming Meetings

Listed below are the preliminary agenda items for upcoming meetings. This list is to help prepare you in advance to meet advertising, notice and report writing deadlines. Please let me know at your earliest convenience if there are any problems with these items.

MTG. DATE	MTG.	TO LEGAL BY:	ITEM				
9/1	BOAA		110 Sawtooth (pool screen enclosure) 387 North Beach Street (new single-family house)				
9/8	CC		Consent Agenda				
			Item	Letter	To NJ	NJ Ad run	Post
			MainStreet annual contract	NA	NA	NA	NA
			1st Reading				
			Item	Letter	To NJ	NJ Ad run	Post
			LDC Amendment – Car/motorcycle washes	NA	NA	NA	NA
9/9	PB		Canceled				
9/20	HLPB		11 W. Granada Blvd- COA-Stairs 38 E. Granada Blvd. – COA-Porch Renovations-Guard Rail				
9/22	CC		Resolution				
			Item	Letter	To NJ	NJ Ad run	Post
			Special Exception, 148 North Yonge Street – Outdoor display (NE)	9/8	9/6	9/11	NA
			1st reading				
			Item	Letter	To NJ	NJ Ad run	Post
			LDC Amendment, Food trucks in residential community centers (SSS)	NA	NA	NA	NA
			LDC Amendment, Indoor virtual golf center within the B-8 zoning district (RG)	NA	9/6	9/11	NA
			2nd Reading				
			Item	Letter	To NJ	NJ Ad run	Post
LDC Amendment – Car/motorcycle washes	NA	9/3	9/11	NA			

9.J.c

MTG. DATE	MTG.	TO LEGAL BY:	ITEM				
10/5	CC		Resolution				
			Item	Letter	To NJ	NJ Ad run	Post
			[T] Downtown sidewalk banding options	NA	NA	NA	NA
			2 nd reading				
			Item	Letter	To NJ	NJ Ad run	Post
			LDC Amendment, Food trucks in residential community centers (SSS)	NA	9/20	9/25	NA
			LDC Amendment, Indoor virtual golf center within the B-8 zoning district (RG)	NA	9/20	9/25	NA
			LDC Amendment, Off Road Recreational Vehicle Course – accessory uses (SSS)	NA	9/20	9/25	NA
10/6	BOAA						
10/6	Joint Meeting		Joint Advisory Board meeting – Park and Recreation Master Plan update				
10/6	Public meeting		Park and Recreation Master Plan update				
10/7	Planning Board		Hold for potential meeting if needed.				
10/12	BFAB		6:00pm Administrative items and Brownfield 101 presentation				
10/14	PB		Interchange Depot Zoning Map Amendment to PBD (SSS) Property Rights Element – Comprehensive Plan amendment (BW) [T] Courtyards at Ormond Beach [T] Tattersall at Tymber Creek Development Order amendment [T] Off Road Recreational Vehicle Course (accessory use)				
10/18	HLPB						
10/19	CC						
11/2	CC						
11/3	BOAA						
11/11	PB						
11/15	HLPB						
11/16	CC						
12/1	BOAA						
12/7	CC						
12/9	PB						
12/20	HLPB						

#	Project	Status	Staff Contact
Studies			
1.	FDEP Resiliency Grant	Grant awarded. Present to CC for acceptance. Date undetermined.	BW
2.	Park and Rec Master Plan	Received statistically valid survey. Joint meeting with LSAB & QLAB completed. City Commission workshop on 8/17 completed. Vision sessions completed.	CC/BW/SSS/LS
3.	Impact Fee Update	Continuing to provide requested information to consultants	SSS/BW
4.	Stormwater (Engineering lead)	Provided comments to Engineering staff on draft.	DEA/BW/SSS
5.	Former Riverbend Golf Course (Economic Development lead)	Provided comments on scope of services to Economic Development Director.	SSS
Downtown			
6.	Sidewalk banding	1. Option selected by Design Committee. 2. Alternatives to reduce bids to \$2 million. 3. Included in the budget process. 4. CC item to select style of banding – scheduled for 10/5. 5. CC item for work authorization.	CC/SSS
7.	Cabinet Wraps	City Attorney's office stated a public art ordinance is required. Planning staff provided draft on 6/3/2021. Awaiting comments to proceed with Code of Ordinance amendment.	SSS/BW
8.	Public Art RFP	City Attorney's office (CAO) stated a public art ordinance is required. Planning staff provided draft on 6/3/2021. Met with City Attorney and draft is tentatively set for the September City Commission meetings. Submitted City Commission item for CAO review.	BW/SSS
9.	Florence Street (Engineering lead - construction)	Project complete.	Engineering
10.	Banner Poles (Engineering lead - construction)	Construction underway	Engineering
11.	Cassen Park (Engineering lead -design)	Working on site redesign.	Engineering
Development projects			
12.	Tymber Creek Apartments	Awaiting project resubmittal. No public hearing dates established. Resubmittal required by September 22, 2021.	SSS/SPRC
13.	Interchange Depot, 295 Interchange Blvd.	1 st SPRC review completed. Neighborhood meeting completed on August 5, 2021. Scheduled for 10/14 PB meeting	SSS/SPRC
14.	Tattersall at Tymber Creek (former Marshside)	1 st SPRC review completed. Traffic study cuts scheduled for week of 8/30. No neighborhood meeting scheduled to date. No public hearing dates established.	SSS/SPRC
15.	Plantation Oaks, minor amendment	Administrative development issued approved and signed order sent for recording.	SSS/SPRC
16.	Plantation Oaks, major amendment	Pre-application meeting held. Awaiting submittal. No timeline identified.	SSS/SPRC

17.	Former Tomoka Golf course	Second pre-application neighborhood meeting held on July 15, 2021. No application to date. No pre-application meeting to date.	SSS/SPRC
18.	Courtyards at Ormond Beach	1 st SPRC review completed. Neighborhood meeting occurred on August 25, 2021.	SSS/SPRC
Permitting software			
19.	ProjectDox upgrade	Training and test environment completed. Upgrade completed on July 16, 2021. Working on individual issues as they arise.	CB/LM/RG/SSS
20.	Tyler/Energov Upgrade	Not scheduled to start to Dec 2021/Jan 2020.	CB/LM/RG/SSS
Land Development Code amendments			
21.	Virtual golf simulation with beer/wine sales	Recommended for approval by Planning Board. Scheduled for 9/22 City Commission meeting.	RG
22.	Creation of I-2 zoning District along Hull Road for potential annexation of properties	On hold. No applications for annexation along Hull Road.	NE
23	Off-Road Recreational Vehicles course	Amendment to establish accessory use standards for off road courses in the REA zoning district. Additional analysis being preformed.	SSS
Other jurisdictions			
24.	Daytona Beach western development.	1. Avalon Park preliminary plat approved. 2. No submittal for Avalon Park final plat. 3. Comprehensive plan submittal for Hand Avenue parcel near Williamson – reducing infrastructure impact.	SSS
25.	Volusia County – Affordable Housing Series	1. Attended 7/2 webinar – Prosperity 2. Scheduled for: 7/9: Produce 7/16: Preserve 7/23: Policy 7/30: Progress 8/27: Affordable Housing Summit - CANCELED	BW/SSS
25.	Volusia County Comprehensive Plan amendments	No impacts to Ormond Beach with the proposed amendments. Majority of the amendments are updating/maintaining policies to current best practices.	BW/SSS/ PW/LS
Miscellaneous			
26.	CRS 5-year Cycle Visit (2022)	Floodplain requirement.	BW
27.	State law changes	Implement changes based upon recent legislation. Property rights element scheduled for October Planning Board.	BW/SSS
28.	MacDonald House renaming recommendation of HLPB	Discussion item prepared. No City Commission date determined.	BW
29.	Refresh of Building and Planning Website	1. Reviewing exiting language and updating. 2. Completed update to FAQ.	MM/TG/CB/ NE/RG
30.	Huntington Green force main extension	Need improvement to move forward. Bond in place.	DEA/SSS
31.	Omron Lakes request for stormwater summary.	Sent e-mail to Volusia County staff requesting information on stormwater modifications along Pine Tree Drive. City staff working to provide coordinated response.	SSS/DEA/AS/SF
Plats			

32.	Ormond Grande	Plat recorded on July 16, 2021.	SSS
33.	Ormond Gateway	Plat approved. No additional action to date.	SSS
34.	Plantation Oaks, Unit 1A	Preliminary plat approved. Project moving towards construction.	SSS

VACATION/CONFERENCE SCHEDULE	
EMPLOYEE	TIME OUT
Noel Eaton	08/31/21-09/03/21 (APA Conference)
Becky Weedo	9/2-9/3
David Allen	9/16-9/27
Noel Eaton	9/10-9/14
Becky Weedo	10/20-10/22



CITY OF ORMOND BEACH COMMERCIAL AND RESIDENTIAL DEVELOPMENT REPORT

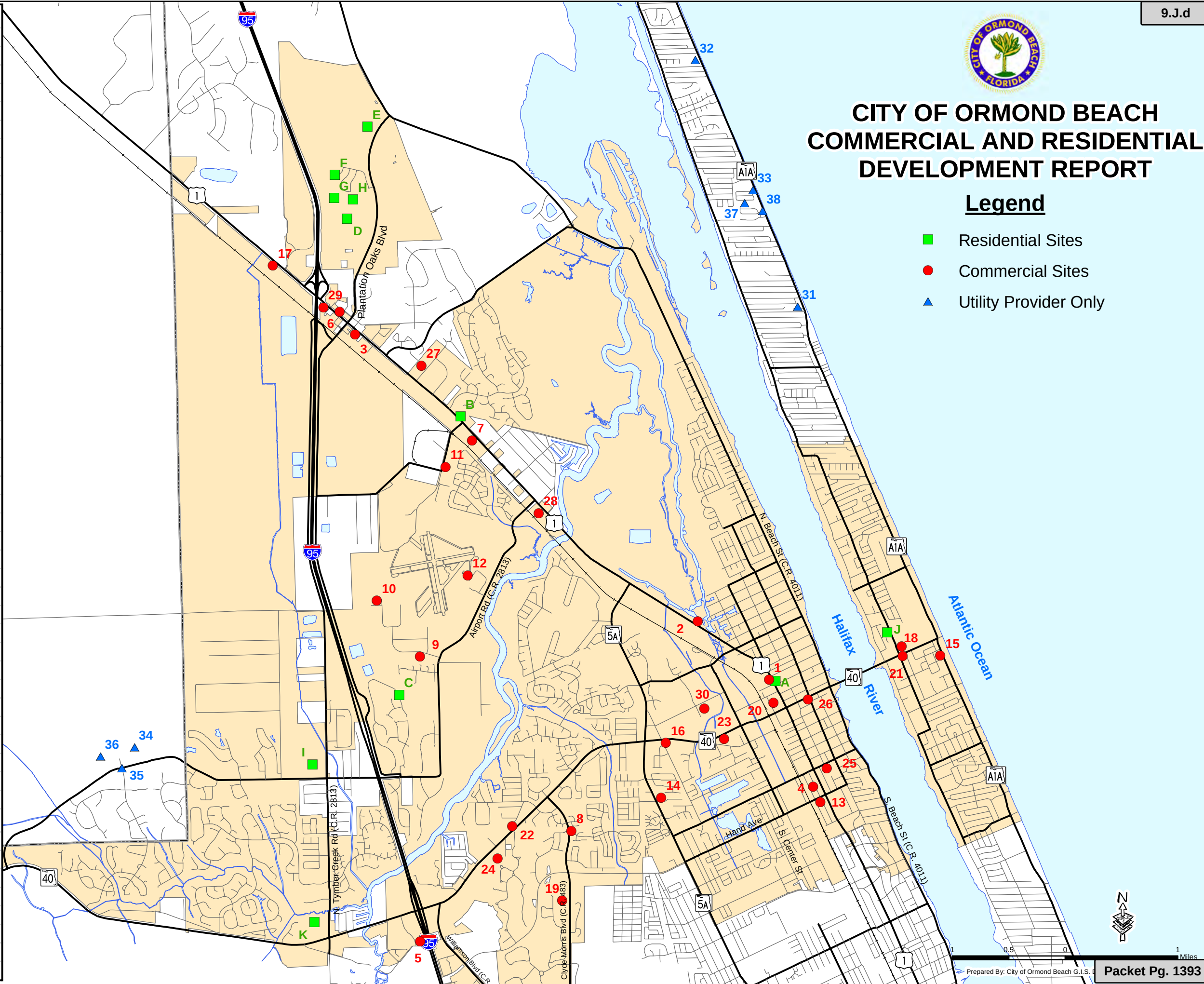
Legend

- Residential Sites
- Commercial Sites
- ▲ Utility Provider Only

RESIDENTIAL PROJECTS	
A	Courtyards at Ormond
B	Ormond Grande
C	Pineland Subdivision - Phase 4 & 5
D	Plantation Oaks - Minor Amendment
E	Plantation Oaks - 1A
F	Plantation Oaks - 2B
G	Plantation Oaks - 2C
H	Plantation Oaks - 2D
I	Tattersall at Tymber Creek
J	The Cupola at Oceanside
K	Tymber Creek Apartments

COMMERCIAL PROJECTS	
1	148 North Yonge St
2	783 North US Hwy 1 - Campana
3	ACE Hardware
4	Air One
5	All Aboard Storage - Interchange Depot
6	Dunkin Donuts
7	Edgewell Loading Dock
8	Falls Guard House Modification
9	Germfree Driveway Addition
10	GPR 1
11	Hull Road RV and Boat Storage
12	KOMN Condominium Association INC
13	McNamara Warehouse
14	Nova Road Climate Controlled Storage
15	Ocean Club Ormond Beach
16	Ormond Central
17	Ormond Gateway
18	Ormond Memorial Art Musuem
19	Paradise Point ALF
20	Perrott Depot
21	Publix Remodel
22	Revella at Ormond Beach ALF
23	Shoppes at Granada Pointe
24	Shoppes on Granada Phase 2 - Starbucks
25	SONC Gymnasium
26	The Pumphouse
27	Total Comfort
28	US 1 Business Park Amendment
29	Waffle House
30	YMCA - Phase 3 Improvements/Amendment

ORMOND BEACH - UTILITY PROVIDER ONLY	
31	101 Town and Country Lane
32	Beachview Cove
33	2284 Ocean Shore Boulevard
34	Celedine Subdivision
35	Force Main Extension (Flagler)
36	Iris Subdivision (Flagler)
37	Ocean Village Townhomes
38	Verona Oceanside



City of Ormond Beach Commercial Development Report, as of September 1, 2021

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: <http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

		Change in project status								Project nearing completion								Projects reviewed this month		
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construction	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
1	148 NORTH YONGE STREET 148 North Yonge Street PZ#2021-089	Allowance of outdoor display of mowers. No site or building expansion proposed	07.23.21	08.06.21				Not applicable	08.12.21 Approval (6-0)	09.22.21										A = Southern Mower Sales O = Dua Beach Bums, LLC
2	783 N US HWY 1, CAMPANA 783 N US HWY 1 PZ# 2016-010	Construction of a 1,216 SF building for kayak rental & repair and associated site improvements on a 1.03 acre site.	11.06.15	11.20.15	02.03.16	03.11.16	05.20.16	Not applicable	Not applicable	Not applicable	05.24.16	Under Constr.		Issued 09.25.17	\$80,000	Issued 05.27.16	\$35,000	55%		E = Alann Engineering Group ARC/E: W.A. Cross O = Steven Campana
3	ACE HARDWARE 1480 N. U.S. Highway 1 PZ# 2021-011	Construction of a two (2) story building of approximately 16,853 SF that proposes retail activity including a garden center (defined as outdoor activity) of 2,566 SF	11.12.20	12.07.20	02.24.21	04.01.21		Not applicable	03.11.21 Approved	04.20.21 & 05.04.21 (Approved)	05.05.21	Under Constr.		Issued 08.06.21	\$2,118,085	Issued 05.18.21	\$487,479	15%		E = Newkirk Engineering, Inc. ARC = DJ Design, Inc. O = Gross Family Properties NG, LLC
4	AIR ONE 390 Andalusia Avenue PZ# 2021-048	Construction of a 2,500 square foot storage/warehouse building on a 1.1 acre property.	04.07.21	04.28.21	06.15.21	07.07.21	08.19.21	Not applicable	Not applicable	Not applicable										E = Newkirk Engineering, Inc. O = Francis Family LLC
5	ALL ABOARD STORAGE, INTERCHANGE DEPOT 295 Interchange Boulevard PZ#2021-072	Three storage facility of 111,825 square feet on a 2.94 acre parcel and associated site improvements	06.11.21	06.25.21	Due 09.08.21			08.05.21	10.14.21	Required										E = Newkirk Engineering, Inc. O = Southwest I-95, LLC APP = 295 Interchange LLC
6	DUNKIN DONUTS 1535 North U.S. Highway 1 PZ# 2019-002	Demolition of existing gas station (1,254 SF) and construction of a Dunkin Donuts coffee shop (2,013 SF) building with drive thru and associated site improvements.	11.26.18	12.11.18	04.05.19	05.09.19		Not applicable	Not applicable	Not applicable	05.22.19	Under Constr.		Issued 02.02.20	\$300,000	Issued 07.17.19	\$71,500	25%		E = Anderson-Dixon, LLC O = Afshari 1535 LLC
7	EDGEWELL LOADING DOCK 1190 North U.S. Highway 1 PZ# 2019-119	Construct a loading dock expansion area of 1,240 SF to serve the north side of the Edgewell manufacturing plant.	09.23.19	10.07.19				Not applicable	Not applicable	Not applicable	11.20.19 Revised 05.21.20	Under Constr.		Issued 06.11.20	\$271,000	Issued 04.30.20	\$57,850	95%		E = Alann Engineering Group, Inc. O = Playtex Manufacturing, Inc.
8	FALLS GUARD HOUSE MODIFICATION 1 Falls Way PZ# 2021-064	Modification of the site's access to include a resident bypass lane and gated access.	04.30.21	06.02.21	7.24.21			Not applicable	Not applicable	Not applicable	08.12.21	08.12.23								E = Zev Cohen & Associates O = Mhm communities
9	GERMFREE DRIVEWAY ADDITION 4 Sunshine Boulevard PZ# 2021-013	Add new inbound driveway to existing facility. No new building square footage.	11.12.20	11.29.20				Not applicable	Not applicable	Not applicable	12.11.20	Under Constr.		Not applicable	Not applicable	Issued 12.6.20	\$62,694	95%		E = Mark Dowst & Associates, Inc. O = OBKEL LLC
10	GPR 1 14 West Tower Circle PZ#21-093	One story industrial building of 30,000 square feet on 3.35 acres within the Airport Business Park	08.16.21	09.01.21				Not applicable	Not applicable	Not applicable										E = Newkirk Engineering, Inc. O = GPR1 LLC E = BPF Design Inc.
11	HULL ROAD RV & BOAT STORAGE 835 Hull Road PZ# 2021-006	Proposed RV & Boat storage of 20 spaces and associated site improvements on a 0.78 acre parcel.	11.18.20	12.01.20				Not applicable	Not applicable	Not applicable	04.16.21	04.16.23		Not applicable	Not applicable	Not applied	Not applied			E = Newkirk Engineering, Inc. O = BMill Inc.
12	KOMN CONDOMINIUM ASSOCIATION INC 85 Hangar Way PZ# 2021-014	Construction of two hangers. Lots 1 & 2 are 1.63 acres and propose a building of 15,720 SF. Lot 3 is 2.24 acres and propose a building of 23,520.	11.25.20	12.15.20				Not applicable	Not applicable	Not applicable	12.23.20	12.23.22		Issued 08.31.21	\$983,443 & \$1,471,411	Issued 04.01.21	\$217,441.65	20%		E = Newkirk Engineering, Inc. APP = KOMN Condominium Association, Inc. O = City of Ormond Beach
13	McNAMARA WAREHOUSE 460 Andalusia Avenue PZ# 2021-030	Construction of an 840 square foot warehouse and associated site improvements on a 0.10 acre property.	01.12.21	01.28.21	03.16.21			Not applicable	Not applicable	Not applicable	04.27.21	04.27.23		In review	\$54,400	Issued	\$2,000	0%		E = Parker Mynchenberg & Associates, Inc. O =McNamara Construction
14	NOVA ROAD CLIMATE CONTROLLED STORAGE 263 South Nova Road PZ# 2019-109	Development of an indoor climate controlled storage facility on 3.11 acres. Building proposed at 780 storage units in a 94,921 SF building.	07.31.19	08.14.19	10.24.19	12.03.19	12.23.19	08.27.19 11.20.19	01.09.20	01.21.20 02.04.20	03.02.20	Under Constr.		Issued 11.17.20	\$5,977,267	Issued 07.15.2020	\$446,083	80%		O = MV Commercial Development, LLC E = Zev Cohen & Associates, Inc. ARC = BPF Design Incorporated

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<http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

#	Project	Change in project status								Project nearing completion								Projects reviewed this month		
		Description	Applicatio n Date	1st Review	2nd Review	3rd Review	4th Review	Neigh- borhood meeting	Advisory Board	City Commis- sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc- tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
15	OCEAN CLUB ORMOND BEACH 88 South Atlantic Avenue PZ# 2019-026	Demolition of existing building (10,866 SF) and construction of a new retail shop (8,596 SF) and related site improvements.	01.15.19	01.31.19	06.06.19	06.03.21	Under review	06.19.19	07.11.19	08.20.19 & 11.05.19 - Approved	08.08.21	08.08.23		Not applied	Not applied	Not applied	Not applied			E = The Performance Group O = 88 South Atlantic, LLC
16	ORMOND CENTRAL 1 South Old Kings Road PZ# 2015-072	Proposed 4 unit, 8.72 acre commercial development. Project proposes site improvements to develop 4 pad ready sites.	04.09.16	04.26.16	11.16.16	02.01.17	08.02.17	08.30.17	10.12.17 Recommended Approval	11.21.17 & 12.05.17 Approved	12.08.17	Vested with demolition		Not applied	Not applied	Not applied	Not applied			O = Ormond Central Investors, LLC E = Newkirk Engineering, Inc.
17	ORMOND GATEWAY 1670 North U.S. Highway 1 PZ# 2020-091	Development of a three lot commercial subdivision and associated site improvements.	09.11.20	10.06.20	12.16.20	02.01.20		Not applicable	01.14.21 Approved	2.16.21 Approved	03.01.21	03.01.23		Not applied	Not applied	Not applied	Not applied			E = Zev Cohen and Associates O = Destination Interchange, LLC
18	ORMOND MEMORIAL ART MUSEUM 78 East Granada Boulevard PZ# 2020-008	Expansion of the existing footprint and related site improvements.	08.10.20	08.27.20	11.03.20			09.30.20	08.13.20 - Special Exception for signage	09.23.20 - Special Exception for signage	12.11.20	Under Constr.		Issued 12.29.20	\$3,074,000	Issued 12.29.20	\$76,296	45%		E = Parker Mynchenberg & Associates, Inc. O - City of Ormond Beach ARC - BPF Design
19	PARADISE POINT ALF 350 Clyde Morris Boulevard PZ# 2021-015	87 unit Assisted Living Facility (ALF) for 100 residents. Total SF of 73,952 on a 12.05 acre parcel.	11.20.20	12.15.20	04.27.21			02.11.21	Not applicable	Not applicable	05.24.21	05.24.23		In review	\$12,463,061	Issued 06.10.21	\$1,313,449	10%		E = Mark Dowst & Associates, Inc. APP = Paradise Pointe of Ormond Beach, LLC ARC = BPF Design, Inc.
20	PERROTT DEPOT 29 North Perrott Drive PZ #2021-029	Redevelopment of 1.86-acre site that has an existing 4,834 distribution/warehouse use to include 12,540 square feet of self-storage buildings.	01.12.21	02.02.21	03.19.21	05.24.21		02.17.21	Not applicable	Not applicable	06.08.21	06.08.23		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = Hand & Yonge, LLC ARC = BPF Design, Inc.
21	PUBLIX REMODEL 101 East Granada Boulevard PZ# 2021-001	Parking lot renovations and addition of a generator.	10.01.20	10.20.20				Not applicable	Not applicable	Not applicable	12.18.20	Under Constr.		Issued 11.03.20	\$3,000,000	Issued 01.15.21	\$295,000	90%		E = Germanna Engineering & Associates, LLC O = Publix Super Markets, Inc. ARC = Little Diversified Architectural Consulting
22	REVELLA AT ORMOND BEACH ALF 1211 West Granada Boulevard PZ# 2021-073	150 resident Assisted Living Facility, 120,501 SF on 5.54 acres and associated site improvements	05.29.21	06.27.21	08.31.21			06.28.21	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Mark Dowst & Associates, Inc. O = 1245 Blvd. Investors, LLC APP = Ormond Beach Investments, LLC
23	SHOPPES AT GRANADA POINTE 550 West Granada Boulevard PZ# 2019-120	Construction of a 21,114 square foot building on 2.52 acres within the Granada Pointe development and associated site work.	10.17.19	11.04.19	12.02.19			Not applicable	Not applicable	Not applicable	12.14.19	12.14.21	12.14.22	Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC ARC = BPF Design, Inc.
24	SHOPPES ON GRANADA, PH2 STARBUCKS 1246 West Granada Boulevard PZ# 2018-124	a drive-thru restaurant of 2400 SF and associated site improvements.	10.24.18	11.12.18	04.28.19	06.03.19		See Shoppes 06.05.17	Special Exception 06.13.19	Approved 07.30.19	06.24.20	Under Constr.		Issued 01.14.21	623,000	Issued 12.09.20	\$214,500	95%		E = Upham, Inc. O = 2017 Granada II Ormond LLC ARC = FWH Architects, Inc.
25	SONC GYMNASIUM 176 Division Avenue PZ# 2021-008	Construction of a gymnasium of 7,429 SF over existing outdoor basketball court.	11.11.20	11.24.20	01.26.21			Not applicable	Not applicable	Not applicable	02.21.21	02.21.23		Not applied	Not applied	In Review	\$142,110			E = Zev Cohen & Associates O = City of Ormond Beach ARC = DJ Design, Inc.
26	THE PUMPHOUSE 100 West Granada Boulevard PZ# 2018-088	Project purchased the abutting building at 100 West Granada Boulevard and proposes the restaurant at this location with 30 seats. The existing building at 100 West Granada Blvd. would remain.	07.09.18	07.24.18	04.25.19	06.17.19	Revision 09.17.20	Not applicable	08.09.18 Approved	09.19.18 Approved	08.05.19 revised 12.23.19	Under Constr.		Issued 10.29.19	\$147,000	Issued 11.01.19	\$215,000	60%		E = Finley Engineering Solutions, Inc O = Highlander Corporation
27	TOTAL COMFORT 1345 North U.S. Highway 1 PZ# 2018-080	A phased development. Phase 1 is an RV and Boat facility of 150 spaces. Phase 2 is two 15,370 SF building with associated site improvements. Total site is 11.47 acres.	09.19.19	10.08.19				Not applicable	Outdoor storage 04.11.19	Outdoor Storage Approved 05.21.19	Revision 09.21.20	Under Constr.		Issued 02.01.21 & 02.03.21	RV building = \$206,609 Office = \$1,608,639	Issued 07.31.19	\$1,529,684.52	55%		E = Parker Mynchenberg & Associates, Inc. App = Cameo Solutions, LLC ARC = BPF Design, Inc.
28	US 1 BUSINESS PARK AMENDMENT 1044 North U.S. Highway 1 PZ# 2020-075	US 1 business park addition of warehouse and miniwarehouse. Building 1 is 7,810 SF and building 2 is 6,600 SF.	07.31.20	08.17.20	09.28.20			Not applicable	10.08.20	Approved 11.04.20 & 12.01.20	01.03.21	01.03.23		Issued 06.28.21	\$430,000	Issued 04.07.21	\$250,879	30%		E = Alann Engineering Group, Inc. O = Triple Three Development, Inc.

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		Change in project status								Project nearing completion								Projects reviewed this month		
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construction	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
29	WAFFLE HOUSE 1570 North U.S. Highway 1 PZ# 2021-031	. Remodel of the existing store to include parking lot repaving and additional landscape areas.	01.15.21	01.29.21	03.16.21			Not applicable	Not applicable	Not applicable	04.21.21	Under Constr.		Issued 03.08.21	\$450,000	Issued 05.03.21	\$72,968	20%		E = Contineo Group O = Waffle House
30	YMCA, PHASE 3 IMPROVEMENTS AMENDMENT 500 Sterthaus Drive PZ# 2021-076	Removal of after school building and updating of the playground area.	06.21.21	07.25.21				Not applicable	Not applicable	Not applicable	08.26.21	08.26.23		Not applied	Not applied	Not applied	Not applied			E = Zev Cohen and Associates, Inc. ARC = BPF Design Incorporated O = Volusia Flagler Family YMCA

Ormond Beach is Utility Provider Only																				
31	101 TOWN & COUNTRY LANE 101 Town & Country Lane PZ #2019-078	Utility connection for existing multi-family development.	05.07.19	06.10.19	07.07.19			Outside City	Outside City	Outside City	07.18.19	Under constr.	NA	Not applicable	Not applicable	Utilities only Issued 09.11.2019	\$126,650	40%		E = Ultra Design Consultant, Inc.
32	BEACHVIEW COVE 2960 Oceanshore Boulevard PZ#	28 lot subdivision in Volusia County. Utility connection only	08.27.21	DUE 9.10.21																E = Alliant O = Lake Pointe Villas LLC
33	2284 OCEAN SHORE BOULEVARD 2284 Ocean Shore Boulevard PZ-2021-045	Septic to sewer connection	03.21.21	04.05.21				Outside City	Outside City	Outside City	06.15.21			Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = Steven Sahai
34	CELEDINE SUBDIVISION (FLAGLER) PZ# 2021-069 Flagler County	Utility connection for 99 single-family homes	05.12.21	06.07.21	08.31.21			Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
35	FORCE MAIN EXTENSION (FLAGLER) PZ# 2021-070 Airport Road right-of-way	Force main extension in Flagler County (Hunter's Ridge DRI)	05.12.21	06.07.21	08.31.21			Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
36	IRIS SUBDIVISION (FLAGLER) PZ# 2021-071 Flagler County	Utility connection for 76 single-family homes	05.12.21	06.07.21				Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
37	OCEAN VILLAGE TOWNHOMES Starlight Drive (3227-00-02-0090) PZ# 2020-056	19 unit townhome development on 3.75 in Volusia County.	05.21.20	06.03.20				Outside City	Outside City	Outside City	07.17.20	07.17.22	NA	Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group, Inc. O = Cornelius Prior APP = John Wine
38	VERONA OCEANSIDE PZ #2020-011 2162 Ocean Shore Boulevard	Volusia County project. Replat of 3.50 acres into 5 single-family lots and 18 multi-family townhome lots.	12.08.19	12.27.19	06.08.20			Outside City	Outside City	Outside City	06.18.20	06.18.22	NA	Not applicable	Not applicable	Utilities only Issued 05.19.21	\$117,270	10%		O = MHK Of Volusia County E = Parker Mynchenberg & Associates

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

City of Ormond Beach Residential Development Report, as of September 1, 2021

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension Expiration	Eng. Permit	Eng. Permit Constr. Value	Under Construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
A	COURTYARDS AT ORMOND 135 North Yonge Street PZ# 2021-079	Construct a 3 unit, 10,889 square foot retail building and a 48 unit multi family apartment complex.	06.17.21	07.09.21				08.15.21	Required	Required							E = Parker Mynchenberg & Associates O = CST Holdings, LLC ARC = BPF Design
B	ORMOND GRANDE North US 1 - 1200 block PZ# 2019-096	Construct 3,600 SF industrial building and 60 lot residential townhome development.	07.09.19	07.30.19	09.01.20	10.20.20	12.15.20	09.03.20	10.08.20 Approved	12.01.20 & 12.15.20 Approved	01.11.21			Issued 01.12.21	\$783,109.00	85%	E = Parker Mynchenberg & Associates O = Ormond Grande, LLC
C	PINELAND, PHASES 4 & 5 252 Sunset Point Drive PZ# 2015-084	Construction of 78 single family lots. Plan submitted seek to revise the original subdivision construction plans.	10.07.20	10.27.20				Completed	Approved	Approved	Approved 12.04.17 Updated 12.23.20			Issued 10.19.2020	\$3,590,910	75%	E = Zahn Engineering O = ForeStar
D	PLANTATION OAKS, MINOR AMENDMENT Plantation Oaks PZ#2021-075	Relocation of 76 lots based upon the Volusia County purchase of 36 acres.	06.11.21	06.30.21				Not Required	Not Required	Not Required	08.27.21						E = Parker Mynchenberg & Associates O = Plantation Oaks of Ormond Beach, LLC
E	PLANTATION OAKS, 1A I-95 and North US1 PZ# 2020-029	Development of 121 lots on 100.91 acres.	02.06.20	03.01.20	04.09.21			Not Required	PB 05.13.21 Approved	CC 06.01.21	08.27.21						E = Parker Mynchenberg & Associates O = Plantation Oaks of Ormond Beach, LLC
F	PLANTATION OAKS, 2B 2389 Destrenan Drive PZ# 2020-024	Utilities connection for subdivision development - 125 lots on 89.16 acres.	12.14.17	01.24.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	09.20.21	Issued 03.29.2021	\$2,390,520	2%	E = Parker Mynchenberg & Associates O = Plantation Oaks of Ormond Beach, LLC
G	PLANTATION OAKS, 2C I-95 and North US1 PZ# 2020-025	Utilities connection for subdivision development - 121 lots on 63.12 acres.	12.14.17	2.07.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	See extension	09.20.21	Not applied	Not applied		E = Parker Mynchenberg & Associates O = Plantation Oaks of Ormond Beach, LLC
H	PLANTATION OAKS, 2D I-95 and North US1 PZ# 2020-026	Utilities connection for subdivision development - 84 units on 27.32 acres.	12.14.17	02.12.18	08.24.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	See extension	09.20.21	Not applied	Not applied		E = Parker Mynchenberg & Associates O = Plantation Oaks of Ormond Beach, LLC
I	TATTERSALL AT TYMBER CREEK Airport Road & Tymber Creek PZ# 2021-067	Construction of a 146 lot single family subdivision and associated site improvements.	05.13.21	06.15.21				Required	Required	Required							E = Zev Cohen and Associates O = Tymber Sky and Enclave of Tymber Creek LLC APP = Paytas Homes
J	THE CUPOLA AT OCEANSIDE 100 North Halifax Drive PZ# 2021-068	12 two story townhomes - previously Halifax 100- and associated site improvements	05.17.21	06.22.21				Completed	Approved	Approved	08.25.21			08.25.21	\$548,099	0%	E - Newkirk Engineering O = Halifax 100 LLC APP = Halifax Enterprises LLC
K	TYMBER CREEK APARTMENTS 2011 West Granada Boulevard PZ# 2020-063	300 unit multi-family development on 19.69 acres.	06.25.20	07.13.20	11.24.20	12.22.20		12.03.20	Required	Required							E = Newkirk Engineering O = J 10 Land Partners, LLLP & FOY Land Corp. APP = Tymber Creek Apartments, LLC

Planning public hearing items

City Commission items

File Number	Item	Description	Planning Board	City Commission	City Commission
NA	2021-22 Service Agreement for Ormond Main Street	This is a resolution seeking the approval of the fiscal year (FY) 2021-22 Service Agreement for Ormond Beach MainStreet ("MainStreet") in the amount of \$65,000, for the purpose of performing services that support business growth, encourage the use and development of an Arts District, promote the Ormond MainStreet District, and conduct special events to attract visitors to experience the downtown. MainStreet is seeking an increase of funding of \$5,000 this year.	NA	09.08.2021 (Wednesday)	NA
2021-055	Car/Motorcycle Washes, Land Development Code Amendment	This is an administrative request to amend Chapter 2 – District and General Regulations, Article III.- General Regulations, Section 2-50, Accessory Uses, subsection (v). – Outdoor activities, to amend the conditions for non-profit related car and motorcycle washes.	5/13/2021 Recommended approval with amendments	09.08.2021 (Wednesday)	09.22.2021 (Wednesday)
SE 2021-089	148 North Yonge Street, Special Exception for Outdoor Activity	This is a request submitted by Charles Jones of Southern Mower Sales Inc. for a Special Exception to authorize an outdoor activity use. Outdoor activity is permitted only by the issuance of a Special Exception under the B-5 (Service Commercial) zoning district. The request seeks to allow daily outdoor display and sales of merchandise under certain conditions at the Southern Mower Sales shop located at 148 North Yonge Street. The subject property currently operates as a mower retail shop. The Special Exception application is solely for outdoor activity to allow daily outdoor display and sales of merchandise under certain conditions and does not propose any building construction.	08.12.2021	09.22.2021 (Wednesday)	NA
LDC 2021-084	Land Development Code (LDC) Amendment – Virtual Golf Centers	This is a request by Michael A. Peterson, Jr., business owner, to amend Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words; Chapter 2, District and General Regulations, Article II, District and General Regulations, Section 2-29, B-8 Commercial Zoning District, paragraph D; and Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception, to provide definitions and specific conditional criteria that would allow Virtual Golf Centers as a conditional use in the B-8, Commercial Zoning District.	08.12.2021	09.22.2021 (Wednesday)	10.05.2021
LDC 2021-083	Land Development Code amendment: Section 2-50, Mobile food dispensing vehicles in residential community centers	This is an administrative request to amend Section 2-50, Accessory Uses, of Chapter 2, District and General Regulations, Article III, General Regulations, of the City of Ormond Beach Land Development Code to allow single-family and multi-family developments with a residential club house or community center to conduct events that allow mobile food dispensing vehicles (food trucks) a maximum of twelve days per calendar year with a special event permit.	08.12.2021	09.22.2021 (Wednesday)	10.05.2021

Note: City Commission items are based upon the best information available as of **September 1, 2021 and are subject to change**. City Commission agendas are available at: <https://ormondbeach.igmm2.com/citizens/default.aspx?>. For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.

Board of Adjustment and Appeals - September 1, 2021

File Number	Item	Description
2021-088	110 Sawtooth Lane, Rear Yard Variance to construct a screen enclosure over an existing pool	This is a variance request submitted by Susan and Renaud Begin, property owners of 110 Sawtooth Lane. The subject property is zoned as R-3 (Single-Family Medium Density). The applicant is requesting a variance to allow construction of a screen enclosure over an existing swimming pool. Section 2-50(y)(1)(c)(2) of the Land Development Code requires screen enclosures no closer than ten feet (10') from the rear property line. Due to the location of the existing swimming pool, a variance of 2.87' to the required rear yard setback of 10' is requested for a final setback of 7.13'
2021-91	387 North Beach Street, Waterfront Rear Yard Variance to construct a new single-family home	This is a variance request submitted by Timothy Phillips, property owner, for a waterfront rear yard variance to construct a new single-family home at 387 North Beach Street. The subject property is zoned as R-1 (Residential Estate). Section 2-12(B)(11)(b) of the Land Development Code requires a calculated average of waterbody setbacks for lots abutting the Halifax River. The calculated average waterbody setback for building structures on this parcel is 120.97'. The applicant is requesting a waterbody setback of 89.5' which requires a 31.47' variance to the calculated waterbody setback standard.

The Board of Adjustment and Appeals agenda is available at: <https://www.ormondbeach.org/218/Board-of-Adjustment-Appeals>. For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.

Planning Board - September 9, 2021

File Number	Item	Description	Planning Board	City Commission	City Commission
Planning Board meeting has been canceled.					
For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.					

Historic Landmark Preservation Board- September 20, 2021

File Number	Item	Description
2021-095	110 Sawtooth Lane, Rear Yard Variance to construct a screen enclosure over an existing pool	This is a request by Dorian Burt, agent on behalf of Highlander Corporation, property owner, for a Certificate of Appropriateness to construct a new stairway on the north side of the building located at 11 West Granada Boulevard. The structure is on the City's Local Historic Landmarks List. In accordance with the City's Land Development Code, any structure on the City's Landmarks List intending to request a COA for any alteration requiring a building permit, which alteration will change the exterior appearance of any individually designated building or structure must be reviewed by the City's HLPB before a COA may be issued.
2021-087	38 East Granada Boulevard	Follow up discussion on the proposed railings.
The Board of Adjustment and Appeals agenda is available at: https://www.ormondbeach.org/219/Historic-Landmark-Preservation-Board . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		



Monthly Financial Status Report July 2021

This report provides the City Commission with an update of the financial status of the City's operating funds. The purpose of the report is to identify any significant variances from the adopted budget and to identify any adverse trends and their implications for the current and future years' budgets. Revenues at or above 83% benchmark is favorable, while expenses at or below the 83% benchmark is also favorable. The first table below provides a summary of the revenues and expenditures to date by fund. Additional detail by fund type is provided in subsequent tables.

Fund	Original Budget	YTD Actual Revenues	YTD %	YTD Actual Expenses	YTD %
001 - General Fund	35,128,715	28,374,696	81%	28,392,673	81%
104 - Community Redevelopment	1,319,515	1,258,779	95%	426,930	32%
106 - Ormond Crossing	232,533	227,682	98%	-	0%
107 - Stormwater	2,531,000	2,772,457	110%	2,185,858	86%
108 - Airport	864,137	274,242	32%	500,323	58%
109 - Local Law Enforcement Trust Fund	-	13,919	0%	2	0%
110 - Economic Development	2,055,000	45	0%	38,422	2%
115 - Recreation Facility Fee	41,600	19,513	47%	10,297	25%
116 - Grant	25,000	152,464	610%	35,827	143%
205 - Financing Debt Service	706,111	588,440	83%	752,004	106%
210 - Debt Service GOB 2003	116,208	117,149	101%	113,658	98%
211 - Debt Service 2005 CIP Note	156,000	130,000	83%	156,568	100%
220 - Debt Service GOB 2010	348,623	351,329	101%	364,145	104%
301 - General Capital Improvement	1,405,907	783,685	56%	784,003	56%
302 - General Equipment & Vehicle	452,363	468,588	104%	579,608	128%
308 - Transportation	2,287,088	1,588,209	69%	1,077,594	47%
310 - Recreation Impact Fee	125,000	166,921	134%	507	0%
316 - Local Roads Impact Fee	60,000	66,479	111%	507	1%
317 - Facilities Renewal & Replacement	502,317	508,293	101%	693,565	138%
318 - Stormwater Impact Fee	25,000	27,496	110%	507	2%
401 - Water/Wastewater Operating Fund	22,931,895	17,097,810	75%	18,621,169	81%
408 - Water/Wastewater E&V Fund	164,000	132,657	81%	275,049	168%
409 - Water/Wastewater Capital	4,807,000	6,534,446	136%	2,175,876	45%
414 - Water/Wastewater Consolidated Debt	5,220,000	4,350,000	83%	996,677	19%
434 - Water Impact Fee	2,384,175	579,073	24%	920,390	39%
435 - Wastewater Impact Fee	400,000	519,632	130%	985,401	246%
460 - Solid Waste	9,070,267	7,578,523	84%	6,946,719	77%
502 - Workers Compensation	1,159,612	1,051,386	91%	763,009	66%
504 - General Liability	1,183,853	1,035,508	87%	1,074,965	91%
Total	\$ 95,702,919	\$ 76,769,418	80%	\$ 68,872,251	72%

**Financial Status Report:
July 2021**

General Fund Revenues

Ad valorem Taxes- Annual revenue is estimated at \$12.8 million and is based on the taxable value (\$3.9 billion) and the General Fund operating millage (3.4168). Actuals to date are \$12.9 million or 101% of the budgeted amount.

Utility Taxes- The City levies a utility tax of 10% on electric and gas sales. To date, the City has collected \$3.1 million.

Communication Taxes – Communication service taxes through July 2021 are \$1.0 million. Payments are received in arrears with the first payment typically occurring in January 2021.

Business Tax –Business tax collections amounted to \$60,031 through July 2021. The majority of business taxes are collected in the last quarter of the fiscal year.

Licenses, Permits and Franchise Fees – This revenue source includes building permits, plan review and franchise fees. The City has franchise fee agreements which require electric and natural gas providers to remit 6% of gross sales to the City. Payments made to the City for franchise fees often occur several months after they are collected by FPL and other providers. Collections through July 2021 are \$2.40 million.

Intergovernmental – This revenue source includes municipal revenue sharing and sales tax both of which were expected to be negatively impact by the COVID pandemic. Through July 2021, the City received a total of \$3.15 million in this category.

Charges for Services – This category includes the County library lease and Leisure Services user charges. Additional revenue from contracts for right of way mowing, traffic signal maintenance, and street lighting are included in this category. The City received a total of \$823,115 in this category year to date.

Leisure Services fees collected to date are \$167,894. Programming continues to be negatively impacted by the COVID pandemic but are expected to improve slightly during remainder of the fiscal year.

Fines and Forfeitures – Traffic, code enforcement, and court fines make up this revenue category. Revenues were \$128,072.

Miscellaneous Revenue – Interest and internal service charges for Fleet and Engineering are included in this revenue category. Revenues collected were \$1.0 million.

Transfers In –Transfers have been recorded in the amount of \$3.72 million.

Financial Status Report: July 2021

General Fund Revenues - July 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Property Tax	\$ 12,820,332	\$ 12,906,230	\$ (85,898)	100.7%	\$ 12,604,384	\$ 301,846	2.39%
Utility Taxes	4,038,000	3,111,196	926,804	77.0%	2,977,764	133,432	4.48%
Communication Tax Receipts	1,650,000	1,040,162	609,838	63.0%	1,068,758	(28,596)	-2.68%
Business Tax	287,700	60,031	227,669	20.9%	151,623	(91,592)	-60.41%
Licenses, Permits & Fees	4,058,250	2,395,492	1,662,758	59.0%	2,406,282	(10,790)	-0.45%
Intergovernmental	2,834,500	3,147,259	(312,759)	111.0%	2,823,439	323,821	11.47%
Charges for Services	752,400	823,115	(70,715)	109.4%	717,309	105,807	14.75%
Fines & Forfeitures	80,000	128,072	(48,072)	160.1%	51,848	76,224	147.01%
Miscellaneous Revenues	2,819,810	1,040,036	1,779,774	36.9%	1,277,873	(237,837)	-18.61%
Transfers In	4,467,723	3,723,100	744,623	83.3%	3,658,740	64,360	1.76%
Use of Fund Balance	1,320,000	-	1,320,000	0.0%	-	-	0.00%
	\$ 35,128,715	\$ 28,374,696	\$ 6,754,019	80.8%	\$ 27,738,021	\$ 636,675	2.30%

General Fund Expenditures

Personnel Services - This category includes wages and benefits paid by the City. Personnel services account for \$24.1 million of the General Fund gross budget. Expenditures through July 2021 were \$19.69 million or 81.7% of the budget amount.

Operating Expenditures - This category includes \$9.5 million for maintenance contracts, utilities, tools, fuel, insurance, supplies and contracts for service with community agencies. Through July 2021, \$7.38 million has been spent.

Grants and Aids - This category includes contributions made to not for profit organizations which were budgeted at \$245,685 which includes \$155,000 of economic development incentives. Of note the \$155,000 includes entities such as; Security First and Future Foods. \$107,000 has been expended through July 2021.

Transfers Out – The budget for transfers from the General Fund to other funds is \$1.3 million with \$1.2 million made through July 2021.

Financial Status Report: July 2021

General Fund Expenditures - July 2021							
	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
City Commission	\$ 402,974	\$ 280,138	\$ 122,836	69.5%	\$ 272,627	\$ 7,510	2.75%
City Administration	635,867	558,859	77,008	87.9%	515,292	43,567	8.45%
Support Services	374,524	324,709	49,815	86.7%	279,719	44,990	16.08%
City Attorney	769,676	664,268	105,408	86.3%	653,415	10,853	1.66%
Legislation & Policy	2,183,041	1,827,973	355,068	83.7%	1,721,053	106,920	6.21%
Finance	936,611	788,400	148,211	84.2%	668,849	119,551	17.87%
Information Technology	995,710	719,036	276,674	72.2%	654,189	64,847	9.91%
Human Resources	398,439	338,850	59,589	85.0%	295,109	43,741	14.82%
Planning	652,419	509,340	143,079	78.1%	467,633	41,707	8.92%
Building Inspections	1,077,529	896,105	181,424	83.2%	825,773	70,333	8.52%
Police Administration	803,089	675,102	127,987	84.1%	590,871	84,231	14.26%
Police Operations	6,055,862	4,768,048	1,287,814	78.7%	4,922,454	(154,407)	-3.14%
Community Outreach	526,160	382,332	143,828	72.7%	414,474	(32,142)	-7.75%
Criminal Investigations	1,254,432	1,056,449	197,983	84.2%	979,006	77,443	7.91%
Community Services	386,435	271,752	114,683	70.3%	293,311	(21,559)	-7.35%
Records	166,447	100,520	65,927	60.4%	121,343	(20,823)	-17.16%
Neighborhood Impr.	436,575	299,165	137,410	68.5%	315,168	(16,003)	-5.08%
Police	9,629,000	7,553,368	2,075,632	78.4%	7,636,628	(83,259)	-1.09%
Fire	6,351,305	5,524,247	827,058	87.0%	5,338,329	185,918	3.48%
Streets	2,037,494	1,627,144	410,350	79.9%	1,591,285	35,859	2.25%
Engineering	1,192,244	820,947	371,297	68.9%	773,051	47,896	6.20%
Fleet	1,233,777	1,093,992	139,785	88.7%	1,087,789	6,203	0.57%
Public Works	4,463,515	3,542,083	921,432	79.4%	3,452,124	89,958	2.61%
Economic Development	390,128	213,102	177,026	54.6%	291,372	(78,269)	-26.86%
Building Maintenance	778,446	637,727	140,719	81.9%	637,529	198	0.03%
Administration	694,742	528,715	166,027	76.1%	527,435	1,281	0.24%
Nova Recreation	326,843	233,671	93,172	71.5%	223,009	10,662	4.78%
S. Ormond Neigh. Center	272,173	211,006	61,167	77.5%	195,712	15,293	7.81%
Gymnastics	-	5,092	(5,092)	0.0%	97,802	(92,709)	-94.79%
Athletic Fields Mnt.	1,407,479	1,035,369	372,110	73.6%	1,046,417	(11,048)	-1.06%
Parks	2,177,602	1,796,412	381,190	82.5%	1,634,832	161,580	9.88%
Environmental Learning	160,814	111,464	49,350	69.3%	88,154	23,310	26.44%
The Casement	268,779	222,235	46,544	82.7%	216,911	5,324	2.45%
Performing Arts Center	268,580	184,125	84,455	68.6%	371,704	(187,578)	-50.46%
Senior Center	94,157	46,942	47,215	49.9%	70,732	(23,790)	-33.63%
Community Events	202,910	158,654	44,256	78.2%	104,618	54,037	51.65%
Leisure Services	6,652,525	5,171,412	1,481,113	77.7%	5,214,854	(43,442)	-0.83%
Grants & Aid*	91,528	89,607	1,921	97.9%	50,832	38,775	76.28%
Transfers	1,306,965	1,219,150	87,815	93.3%	1,309,150	(90,000)	-6.87%
Vacancy Savings/Contingency		-	-	0.0%	-	-	0.00%
	\$ 35,128,715	\$ 28,392,673	\$ 6,736,042	80.8%	\$ 27,925,893	\$ 466,780	1.67%

*Does not include Economic Development Incentives

Financial Status Report: July 2021

Downtown Redevelopment Trust

Revenues – Budgeted revenues are comprised of City, County, Hospital, and special district property taxes levied on property within the Downtown Redevelopment boundaries and amount to \$718,686 with \$878,096 collected year to date. The City's budgeted contribution is \$456,518.

Expenditures – A total of \$426,930 has been expended for capital projects and service contracts (Ormond Main Street and property improvement grants).

Downtown Redevelopment Fund Revenues - July 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Grant	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Local Units	718,686	878,096	(159,410)	122.2%	732,603	145,493	19.9%
Miscellaneous	1,500	253	1,247	16.9%	7,269	(7,016)	-96.5%
Transfers In	456,518	380,430	76,088	83.3%	369,650	10,780	2.9%
Use of Fund Balance	142,811	-	142,811	0.0%	-	-	0.0%
	<u>\$ 1,319,515</u>	<u>\$ 1,258,779</u>	<u>\$ 60,736</u>	<u>95.4%</u>	<u>\$ 1,109,522</u>	<u>\$ 149,257</u>	<u>13.45%</u>

Downtown Redevelopment Fund Expenditures

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Planning	\$ 85,000	\$ 60,965	\$ 24,035	71.7%	\$ 60,350	\$ 615	1.0%
Public Works	751,415	80,166	671,249	10.7%	35,836	44,330	123.7%
Grants	200,000	50,000	150,000	25.0%	-	50,000	0.0%
Leisure Services	183,100	235,798	(52,698)	128.8%	1,251,910	(1,016,112)	-81.2%
Contingency	100,000	-	100,000	0.0%	-	-	0.0%
	<u>\$ 1,319,515</u>	<u>\$ 426,930</u>	<u>\$ 892,585</u>	<u>32.4%</u>	<u>\$ 1,348,096</u>	<u>\$ (921,166)</u>	<u>-68.33%</u>

Financial Status Report: July 2021

Stormwater Fund

Revenues – The primary revenue source is stormwater user fees. User fees were budgeted at \$2.525 million with \$2.129 million received through July 2021.

Expenditures – The budget for stormwater maintenance is \$1.9 million with \$2.0 million spent to date. Transfers of \$176,740 have also been made year to date.

Stormwater Fund Revenues - July 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Grants	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.00%
Stormwater Fees	2,525,000	2,128,940	396,060	84.3%	2,110,534	18,406	0.87%
Miscellaneous	6,000	663	5,337	11.1%	33,344	(32,681)	-98.01%
Intergovernmental	-	642,854	-	0.0%	-	642,854	0.00%
Use of Fund Balance	-	-	-	0.0%	-	-	0.00%
	\$ 2,531,000	\$ 2,772,457	\$ 401,397	109.5%	\$ 2,143,878	\$ 628,579	29.32%

Stormwater Fund Expenditures

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Maintenance	1,879,954	2,009,118	(129,164)	106.9%	1,817,111	192,007	10.57%
Engineering Support	\$ 126,851	\$ -	\$ 126,851	0.0%	\$ -	\$ -	0.00%
Transfers Out	212,088	176,740	35,348	83.3%	187,350	(10,610)	-5.66%
Contingency	312,107	-	312,107	0.0%	-	-	0.00%
	\$ 2,531,000	\$ 2,185,858	\$ 345,142	86.4%	\$ 2,004,461	\$ 181,397	9.05%

Financial Status Report: July 2021

Water and Wastewater Fund

Revenues – The primary revenue sources are water and sewer user fees. User fees were budgeted at \$20.1 million with \$16.7 million collected year to date. The budget also includes \$429,919 in transfers.

Expenditures – Operating expenses for utility billing and water/wastewater public works services is budgeted in the amount of \$10.29 million with \$8.09 million expended to date. The budget also includes \$12.63 million in transfers of which \$10.53 million have been made as of July 2021.

Water/Wastewater Fund Revenues - July 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Water/Sewer Charges	\$ 20,093,000	\$ 16,724,562	\$ 3,368,438	83.2%	\$ 17,410,112	\$ (685,550)	-3.94%
Miscellaneous	55,000	14,978	40,022	27.2%	67,870	(52,892)	-77.93%
Transfers In	429,919	358,270	71,649	83.3%	427,540	(69,270)	-16.20%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	2,353,976	-	2,353,976	0.0%	-	-	0.00%
	<u>\$ 22,931,895</u>	<u>\$ 17,097,810</u>	<u>\$ 5,834,085</u>	<u>74.6%</u>	<u>\$ 17,905,522</u>	<u>\$ (807,712)</u>	<u>-4.51%</u>

Water/Wastewater Fund Expenditures

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Utility Billing	\$ 1,663,677	\$ 1,155,413	\$ 508,264	69.4%	\$ 1,271,865	\$ (116,451)	-9.16%
Water Production	2,981,866	2,455,444	526,422	82.3%	2,235,725	219,719	9.83%
Water Distribution	1,283,776	988,086	295,690	77.0%	1,373,709	(385,623)	-28.07%
Wastewater Treatment	2,890,767	2,419,570	471,197	83.7%	2,149,095	270,476	12.59%
Wastewater Collection	1,474,484	1,071,544	402,940	72.7%	1,359,025	(287,481)	-21.15%
Transfers Out	12,637,325	10,531,110	2,106,215	83.3%	8,810,720	1,720,390	19.53%
	<u>\$ 22,931,895</u>	<u>\$ 18,621,169</u>	<u>\$ 4,310,726</u>	<u>81.2%</u>	<u>\$ 17,200,139</u>	<u>\$ 1,421,030</u>	<u>8.26%</u>

Financial Status Report: July 2021

Solid Waste Fund

Revenues – The primary revenue source is solid waste franchise and user fees. To date \$1.18 million in franchise fees and \$6.30 million in user fees have been collected.

Expenditures – Personnel, operating, capital expenses and transfers expended to date are \$6.94 million.

Solid Waste Fund Revenues - July 2021

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Franchise Fees	\$ 1,500,000	\$ 1,182,543	\$ 317,457	78.8%	\$ 1,287,544	\$ (105,001)	-8.16%
User Fees	7,410,000	6,300,730	\$ 1,109,270	85.0%	6,250,051	50,679	0.81%
Miscellaneous	1,000	53,828	\$ (52,828)	5382.8%	9,680	44,148	456.10%
Intergovernmental	-	41,422		0.0%	-		0.00%
Use of Fund Balance	159,267	-	\$ 159,267	0.0%	-	-	0.00%
	<u>\$ 9,070,267</u>	<u>\$ 7,578,523</u>	<u>\$ 1,533,166</u>	<u>83.6%</u>	<u>\$ 7,547,274</u>	<u>\$ (10,174)</u>	<u>-0.13%</u>

Solid Waste Fund Expenditures

	Final Budget	YTD FY 2020-21	\$ Variance	% of Budget	YTD FY 2019-20	\$ Variance	% Variance
Collection & Disposal	\$ 6,701,528	\$ 5,146,702	\$ 1,554,826	76.8%	\$ 5,530,103	\$ (383,400)	-6.93%
Recycling	1,113,572	754,047	359,525	67.7%	915,243	(161,196)	-17.61%
Engineering	-	-	-	0.0%	-	-	0.00%
Transfers Out	1,255,167	1,045,970	209,197	83.3%	1,094,660	(48,690)	-4.45%
Contingency	-	-	-	0.0%	-	-	0.00%
	<u>\$ 9,070,267</u>	<u>\$ 6,946,719</u>	<u>\$ 2,123,548</u>	<u>76.6%</u>	<u>\$ 7,540,006</u>	<u>\$ (593,287)</u>	<u>-7.87%</u>



Economic Development Monthly Report

9.J.

August 2021

Ormond Beach
July Employment

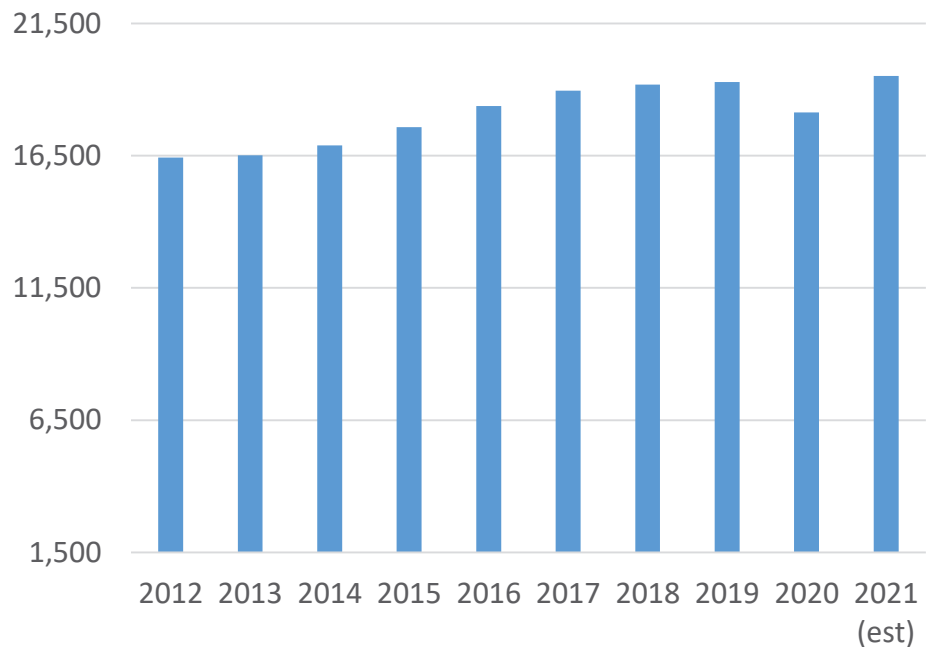
19,517

This is up 11% from last year

Ormond Beach
Unemployment Rate

4.5%

Ormond Beach Employment Trend



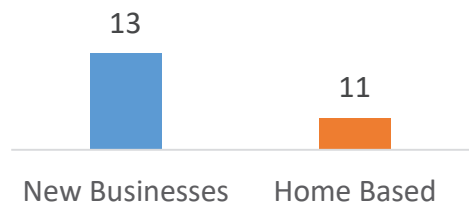
Total Permits Issued
in July

426

Permit Valuation for
July

\$9.8m

New Business Tax
Receipts



Commercial Real Estate Key Indicators

Current Quarter	RBA	Vacancy Rate	Market Rent	Availability Rate
Office	1,564,933	6.2%	\$19.50	6.2%
Industrial	2,866,320	2.1%	\$8.61	2.6%
Retail	4,246,141	3.0%	\$15.26	3.9%

*RBA = Rentable Building Area The number shown is the total RBA for all buildings in that asset class in Ormond Beach.



This Month's Takeaways

9.J.

August, 2021

Notes and Updates:

- **Employment** for July was 19,517 up 11% from the same time last year. Employment is up 910 from January. The unemployment rate is 4.5% which is down from 9.5% this time last year. Approximately 256 new jobs were added between June and July according to the estimates provided the Dept. of Economic Opportunity. As of July the City's labor force and employment numbers have returned to and are slightly higher than just before the pandemic impacted the labor force. It is anticipated that the labor market will continue to improve; however, the market remains competitive and employers continue to have challenges hiring, which is a national trend.
- **The Economic Development Department** is participating in the BR|E Benchmarking Summer challenge sponsored by the Center for Regional Economic Competitiveness (CREC) and Synchronist Suite. This project will allow us to hear from primary industry about their current needs as they exit COVID-19 for business and workforce development. Responses are being compiled across the nation allowing for a national benchmark comparison for areas of opportunity, growth, and competitive advantage.
- **The City and Ormond Beach Chamber of Commerce** will host the next installment of Startup Grind Ormond Beach on September 16 featuring Kyle White, founder of Yaupon Brothers American Tea. Additional information and tickets are available: <https://www.startupgrind.com/ormond-beach/>
- **The City is offering** a virtual session of Kauffman FastTRAC. The program is offered in partnership with Volusia/Flagler SCORE and will be facilitated by two certified business coaches. The 10-week program will provide students an opportunity to grow their idea into a business plan. To learn more and encourage Ormond Beach Residents to sign up please visit and share the following: <https://www.ormondbeach.org/985/Kauffman-FastTrac>

Thank you,
Brian Rademacher
Economic Development Director

Data Sources: Employment Data from FL DEO LAUS; Permit and BTR data from Dept. of Building 07/01-07/31; Real Estate data from CoStar provided by Adams Cameron Real Estate.

Hamsher, Terri

From: Victoria Fahlberg <VictoriaFahlberg@firststepshelter.org>
Sent: Friday, August 6, 2021 8:01 AM
To: Undisclosed recipients
Subject: July update

[External Email-Use Caution] - OB/IT Helpdesk

Good Morning! The numbers below represent just some of the work that the staff of FSS has been doing over the past month to assist our community and the homeless who live here. I hope everyone has had a nice summer. Covid is surging again and so we are tightening up our pandemic protocols at the shelter (again). We thank our supporters and wish you health. If you have any questions, don't hesitate to call or email me. Keep safe!

Victoria Fahlberg
 Executive Director

Shelter Intakes	2020	2021			Total to date
		1st quarter	2nd	July	
DBPD	54	26	11	5	96
OBPD	2	0	0	0	2
POPD	0	2	0	0	2
DBSPD	0	0	0	0	0
SDPD	1	0	1	0	2
PIPD	0	0	0	0	0
HHPD	2	0	0	0	2
Volusia County	3	2	1	0	6
Total Law Enforcement	62	29	13	5	109
Total Hospitals	38	5	2	1	46
Total SS and Worship	55	30	34	17	136
	155	64	49	28	296

Services Received	2020	2021			Total
		1st quarter	2nd	July	
SSI/SSDI	52	22	22	10	106
Employment	57	9	12	6	84
Total with Income	109	30	34	16	189
Food Stamps	80	37	26	11	154
Birth Certificates	61	10	2	0	73
Medicare	23	16	11	4	54
Medicaid	44	14	17	6	81
Other insurance	8	2	4	1	15
Total Insurance	75	30	32	11	148
Housing	65	9	22	16	112
Rapid Rehousing	1	2	8	5	16

2021

Health Concerns	2020	1st	2nd	July	Total
		quarter			
Drug Problem	28	25	21	8	82
Alcohol Problem	22	18	22	4	66
Hypertension	24	12	12	5	53
COPD	9	5	11	3	28
Asthma	2	6	8	2	18
Diabetes	5	3	4	2	14
Other Medical Problem	1	31	18	12	62
Total Medical Problem	41	89	96	24	250
Psychotropic Medication	44	43	28	10	125
Psychotropic & Medical	41	56	19	6	122
Average length of stay		69.5	60.65	61.86	

Safe Zone Referrals	23-Nov	2021			Total to date
	31-Dec	1st quarter	2nd	July	
DBPD	23	402	724	287	1436
OBPD	0	4	2	3	9
POPD	0	2	4	0	6
DBSPD	0	14	2	0	16
SDPD	0	4	4	0	8
Deland*	0	1	0	0	1
Orange City*	0	0	1	0	1
HHPD	7	6	4	1	18
Volusia County	1	3	9	3	16
Total Law Enforcement	31	436	750	294	1511
Daily Average	8	5	8	9	

Victoria Fahlberg, PhD, MPH

Executive Director

978-761-9952





PROPOSED WORKSHOP SCHEDULE 2021-2022

All date/topics are tentative and subject to change. Some may be presented as discussion items on the regular Commission Agenda.

<u>Date</u>	<u>Topic</u>
October 5, 2021	FDOT Transportation
October 19, 2021	West Ormond Transportation
October 26, 2021	OB Life 2021 Kick-off and Transportation Issues
November 2, 2021	Utilities and SB64
November 9, 2021	OB Life 2021 Utilities and Quality of Life
December 7, 2022	Cassen Park
December 14, 2021	OB Life 2021 Wrap-Up
January 4, 2022	Shade Meeting – Collective Bargaining
January 18, 2022	Parks & Recreation Master Plan Update – Final Draft



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: September 8, 2021

Subject: LDC Amendment - Car/Motorcycle Washes

Commission Goal: Community Development - Other

Introduction

This agenda item was previously presented to the City Commission on July 20, 2021, and the City Commission voted to amend the original item, prohibiting car and motorcycle washes citywide during the recognized special events, including Biketoberfest and Bike Week. Based on the changes required to the ordinance, this item is undergoing a new first reading on September 8, 2021 and is scheduled for second reading on September 22, 2021.

This is an administrative request to amend Chapter 2 - District and General Regulations, Article III. - General Regulations, Section 2-50, Accessory Uses, subsection (v). - Outdoor activities, to amend the conditions for non-profit related car and motorcycle washes, including the prohibition of car and/or motorcycle washes during recognized special events, including Biketoberfest and Bike Week citywide.

Background

On November 15, 2005, via Ordinance No. 2005-48, the accessory uses subsection of outdoor activities of the Land Development Code was amended. The purpose of the amendment was to address the inability of non-profit organizations to conduct outdoor special events. Examples of events included car washes, cookie sales, and church outdoor events. These events were previously defined as outdoor activities and only allowed with a public hearing as a Special Exception.

The 2005 amendment provided broad allowances for non-profit groups to perform outdoor activities as a special event. The special event activities require a permit but no application fees are assessed. Outdoor activities for retail use not associated with a non-profit are limited to sidewalk and tent sales of the goods, sold by the principal building. All other outdoor activities require Special Exception public hearings.

Concern has been expressed regarding the operation of bike washes during Biketoberfest and Bike Week events, specifically along the South Atlantic Avenue corridor. Nonprofit organizations and property owners have obtained a special event permit for multi-day car and motorcycle car washes. Non-profit organizations have hired workers for the multi-day event, from four (4) to ten (10) days, for the motorcycle washes. Concerns expressed have included the duration of the motorcycle washes, location on the site of the motorcycle wash, workers advertising the event in the right-of-way, distractions to motorists, and traffic safety.

The purpose of this item is to determine if time limits and/or setback restrictions should apply to car & motorcycle washes. Car and motorcycle wash events or activities that are not a primary business use are already prohibited within the North U.S. Highway 1 Municipal Service Area and Joint Planning Area per Sections 2-84 through 2-94 of the Land Development Code.

Options for the regulation of non-profit car and motorcycle washes discussed in the attached May 13, 2021 Planning Board meeting staff report include:

1. Do nothing. This option would allow the continuation of non-profit related car and motorcycle washes with no limitation on the duration.

This option would not require an amendment to the Land Development Code and the amendment should be denied if this option is selected. This option would allow the issuance of multi-day car and motorcycle washes provided that the permit is obtained by a non-profit with the authorization of the property owner. Special event permits have been issued for multi-day motorcycle wash events for a number of years.

2. Limit the duration of car and motorcycle washes. Many non-profit related car and motorcycle washes operate within a one-day period over a week for 4 to 6 hours. A sub-option is to establish setbacks for the operation of car and motorcycle washes.

A central issue with the motorcycle washes is the length of the activity over multiple days. One option is to continue to allow the motorcycle washes but limit the duration of the events in terms of hours allowed and frequency over time. An additional option is to establish setback regulations to distance the uses from the abutting roadway(s).

3. Prohibit car and motorcycle washes citywide during the recognized special events including Biketoberfest and Bike Week.

A third option is to prohibit car and/or motorcycle washes during recognized special events including Biketoberfest and Bike Week citywide. As referenced earlier, motorcycle washes are prohibited within the North U.S. Highway

At the July 20, 2021 City Commission meeting, the City Commission amended Ordinance No. 2021-21 to select option 3 above. Option 3 would prohibit car and motorcycle washes citywide during the recognized special events, including Biketoberfest and Bike Week citywide. Based on the amendment, the item is being brought back for first reading on September 8, 2021, and if approved, would be presented for second reading on September 22, 2021.

Discussion

The Planning Board reviewed the proposed Land Development Code amendment and recommended approval with a 5-2 vote with multiple amendments. Board discussion included the following items:

1. Amended the language from the original Land Development Code amendment to remove the limitation of one event per calendar week per property.
2. Amended the language from the original Land Development Code amendment to remove the requirement of a minimum distance of at least 50 feet from all roadways abutting the property at which the event shall occur.
3. Amended the language from the original Land Development Code amendment to state the event shall be set back inside the edge of the sidewalk and cannot be on the right-of-way.
4. Code enforcement for car and motorcycle cannot be complaint driven for these events. Enforcement is required to keep activities off the right-of-way.
5. The Board discussed various options for setbacks and elected that the event could occur with no special setbacks provided that the activities stayed within their private property.

There were two individuals who spoke at the Planning Board meeting. One speaker was the business owner of a restaurant who partners with a non-profit organization. The business owner questioned, "the rules are already in place and asked why it is not being enforced to the businesses that violated it, and not take it out on the businesses that followed it." The business owner stated that the motorcycle wash events have a positive economic impact on the restaurant and support the non-profit organization. The president and founder of a non-profit organization detailed the event activities and the positive impact the event has on the non-profit organization.

The minutes of the Planning Board meeting are attached in the City Commission packet.

Budget Impact

There is no budget impact associated with the Land Development Code amendment. The amendment is sought to clarify the regulations regarding car and motorcycle washes related to non-profit organizations.

Citizen Impact

Special event car and motorcycle washes have occurred for a number of years. City staff have received concerns regarding the duration of the motorcycle washes, location on the site of the motorcycle wash, workers advertising the event in the right-of-way, distractions to motorists, and traffic safety. At the July 20, 2021, the City Commission provided direction to prohibit car and/or motorcycle washes during recognized special events, including Biketoberfest and Bike Week citywide.

Recommendation

The ordinance has been written as voted by the City Commission at the July 20, 2021 meeting. It is recommended that the City Commission **APPROVE** the amendments to Land Development Code, Chapter 2 - District and General Regulations, Article III. - General Regulations, Section 2-50, Accessory Uses, subsection (v). - Outdoor activities to amend the conditions for non-profit related car and motorcycle washes, including the prohibition of car and/or motorcycle washes during recognized special events, including Biketoberfest and Bike Week citywide, as reflected in the attached ordinance.

Attachments:

- 21-32 LDC car-motorcycle washes (P21-0075G) (PDF)
- LDC Amendment Section 2-50(v), Car & Motorcycle Washes, PB Staff Report (PDF)
- DRAFT - Planning Board minutes - Car & Bike Washes (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 8/30/2021


Claire Whitley, Assistant City Manager 9/1/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 9/2/2021

ORDINANCE NO. 2021-32

AN ORDINANCE AMENDING SECTION 2-50, ACCESSORY USES, OF ARTICLE III, GENERAL REGULATIONS, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE *LAND DEVELOPMENT CODE* OF THE CITY OF ORMOND BEACH BY AMENDING THE CONDITIONS FOR TEMPORARY OR ITINERANT CAR WASHES AND MOTORCYCLE WASHES BY NON-PROFIT ENTITIES; PROHIBITING TEMPORARY OR ITINERANT CAR WASHES AND MOTORCYCLE WASHES WITHIN THE NORTH U.S. HIGHWAY 1 MUNICIPAL SERVICE AREA AND JOINT PLANNING AREA; PROHIBITING TEMPORARY OR ITINERANT CAR WASHES AND MOTORCYCLE WASHES THROUGHOUT THE CITY DURING RECOGNIZED SPECIAL EVENTS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City’s planning staff has proposed that the City of Ormond Beach *Land Development Code* (“the *LDC*”) be amended to amend the conditions for non-profit related car and motorcycle washes within Section 2-50, Accessory Uses, of the *LDC*, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has reviewed the recommended amendment and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(c)(2), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the recommended amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, and

WHEREAS, on July 20, 2021, the City Commission voted to prohibit car and/or motorcycle washes during recognized special events including Biketoberfest and Bike Week citywide, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 2-50, Accessory Uses, of Chapter 2, District and General Regulations, of Article III, General Regulations, of the *LDC* is hereby amended to read as follows:

Sec. 2-50. – Accessory Uses.

(~~v~~w) *Outdoor activities.* Nonresidential uses in commercial and industrial zoning districts are prohibited from having outdoor events, including exhibitions, concerts, festivals, product display or sales, except as permitted under the following regulations:

- (1) The permanent display and/or sale of merchandise outside of the exterior walls of any business premises shall be prohibited in all commercial and industrial zoning districts except where expressly permitted through the issuance of a special exception or a planned development.
- (2) Temporary outdoor display of merchandise by retailers may be permitted up to fourteen (14) consecutive days, no more than four (4) times per year, provided:
 - a. An application is submitted to the building department a minimum of five (5) business days prior to the planned outdoor display of merchandise. Applications that propose to use parking areas for product display must be submitted twenty-one (21) days prior to the event and are required to be reviewed by the city's site plan review committee.
 - b. The display is limited to the goods sold by the sponsoring business. The sale of items not sold by the sponsoring business shall be prohibited. The planning director shall consult with the chief building official in determining the goods sold by the sponsoring business, as well as approved site plans, building permits and business tax receipt.
 - c. The display area shall be located on the same lot or parcel as the principal commercial use. The use of vacant parcels for temporary merchandise sales or outdoor activity is prohibited, except for those parcels specifically permitted under subsection (~~u~~w)(10) of this section.

- d. The display area shall not be located so as to diminish the utility of any required parking space unless an alternative temporary parking plan is approved by the site plan review committee.
 - e. The flow of traffic on designated on-site traffic lanes on or off the lot or parcel shall not be obstructed in a manner that would create an unsafe condition.
 - f. Adequate area for safe pedestrian movement shall be maintained.
 - g. A scaled drawing showing the display area and its relationship to pedestrian and vehicle movement areas, parking bays, proposed sales areas, and any special signage. The city may, as a condition of the permit approval, require the applicant to provide:
 - 1. Police officers at the expense of the applicant to help ensure public safety;
 - 2. A good and sufficient surety bond or cash bond conditioned upon the removal of any garbage, waste, trash and debris from the property within forty-eight (48) hours after the outdoor sales event.
 - h. A permit fee, as established in chapter 1, article IV of this Land Development Code, shall be required for each outdoor sales event.
- (3) The following uses are prohibited from outdoor merchandise sales or activities:
- a. Service stations and convenience stores types A, B and C.
 - b. Office uses.
 - c. Industrial uses.
 - d. Restaurants types A, B, C and D, outdoor seating is permitted.
- (4) The sale of food or beverages, other than as promotional items, is prohibited.
- (5) Any temporary structure shall not be erected more than two (2) days before the temporary sale is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the temporary sales event.
- (6) The area encompassed by the temporary sales shelter shall not exceed three thousand 3,000 square feet as measured from the perimeter of the temporary structure.
- (7) The temporary sales of cars, trucks or vans on property not approved for an automobile sales facility is prohibited.
- (8) A temporary sign may be approved by the planning director or his designee, in association with outdoor activities. All temporary signage shall conform to the requirements of section 3-46.

- (9) Outdoor merchandise sale by any retail establishment or house of worship of seasonal or holiday items, such as Christmas trees, Halloween pumpkins or sparklers, as defined in F.S. § 791.01(8) shall be permitted thirty (30) days prior to the holiday, as long as the outdoor display is concluded after the respective holiday. Seasonal items do not include garden supplies and equipment, landscape materials, bicycles, children's pools, lawn furniture, sporting goods and other merchandise associated with outdoor activities.
- (10) Carwashes, motorcycle washes, bake sales, cookie sales, charitable solicitation, outdoor church events and other such sales and fundraising events conducted by a nonprofit organization (schools, churches, girl/boy scouts, etc.) shall be exempt from the requirements of this section, provided that:
- a. The proposed events or activity does not impede pedestrian or vehicular traffic.
 - b. A special event permit must be obtained from the building department. A permit fee shall not be required if the organization provides proof of its nonprofit status.
 - ~~b.c.~~ The following application information is required for outside events:
 1. Days of the events.
 2. Hours of operation.
 3. Expected number of participants.
 4. Types of temporary structures.
 5. Number of portable toilets provided.
 6. Security plan.
 7. Pedestrian and vehicle movement plan.
 8. A scaled sketch detailing the location of the special event area, and parking areas.
 9. Location of any planned activities.
 - ~~c.~~ ~~The proposed event is required to be registered with the building department. There shall be no permit fee if the organization provides proof of their nonprofit status.~~
 - d. Motorcycle/car wash events, and associated activities, of a temporary or itinerant nature may be allowed subject to the following conditions:
 1. Compliance with the application requirements provided in subsection (10)c of this Section.
 2. The event shall be limited to no more than six (6) continuous hours between 8:00 a.m. and 5:00 p.m. in any single day.

3. The event must at all times be contained within the legal boundaries of the real property described in the permit. All activities shall be prohibited within public rights-of-ways, easements and other public property.
 4. All event participants must fully comply with all permit conditions and with all applicable rules, regulations and laws. Any violation during an event may result in the revocation of the permit. Violations by a permit holder or an event participant may be cause for the denial of future event permits by the violator and/or at the subject real property.
 5. No more than twelve (12) events permits shall be issued in a calendar year for the subject real property.
 6. Motorcycle/car wash events of a temporary or itinerant nature are prohibited within the North U.S. Highway 1 Municipal Service Area and Joint Planning Area, as more particularly described in Article VII, of Chapter 2 of this Code.
 7. Motorcycle/car wash events of a temporary or itinerant nature are prohibited throughout the city during Recognized Special Events, which are defined as: Daytona Beach Bike Week Festival, as established by the Bike Week Executive Committee; Daytona Beach Biketoberfest Special Event, as established by the Biketoberfest Development Committee of the Daytona Beach Area Convention and Visitors Bureau; Daytona Speed Weeks, encompassing that time period commencing with the Rolex 24-Hour Race and ending with the Daytona 500 Race, as established by the Daytona International Speedway; Jeep Week; organized Truck events; and other specially licensed outdoor entertainment activity involving more than one property owner or that includes five hundred or more participants.
- d. Any temporary structure shall not be erected more than two (2) days before the event is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the event.
- f. There are no public safety hazards, as determined by the planning director or designee.

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

SECTION FOUR. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 8th day of September, 2021.

PASSED UPON at the second and final reading of the City Commission, this 22nd day of September, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY HONTZ
Acting City Clerk

STAFF REPORT

City of Ormond Beach Department of Planning

DATE: May 3, 2021

SUBJECT: Land Development Code amendment: Section 2-50(v). –
Outdoor activities (car & motorcycle washes)

APPLICANT: Administrative

NUMBER: LDC 2021-055

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION:

This is an administrative request to amend Chapter 2 – District and General Regulations, Article III.- General Regulations, Section 2-50, Accessory Uses, subsection (v). – Outdoor activities, to amend the conditions for non-profit related car and motorcycle washes.

BACKGROUND:

On November 15, 2005, with Ordinance 05-48, the accessory uses subsection of outdoor activities of the Land Development Code was amended. The purpose of the amendment was to address the inability of non-profit organizations to conduct outdoor special events. Examples of events included car washes, cookie sales, and church outdoor events. These events were previously defined as outdoor activities and only allowed with a public hearing as a Special Exception. The 2005 amendment provided broad allowances for non-profit groups to perform outdoor activities as a special event. The special event activities require a permit but no application fees are assessed. Outdoor activities for retail uses not associated with a non-profit are limited to sidewalk and tent sales of the goods sold by the principal building. All other outdoor activities require Special Exception public hearings.

Concern has been expressed regarding the operation of bike washes during Biketoberfest and Bike Week events, specifically along the South Atlantic Avenue corridor. Nonprofit organizations and property owners have obtained a special event permit for multi-day car and motorcycle car washes. Non-profit organizations have hired workers for the multi-day event, from 4 to 14 days, for the motorcycle washes. Concerns expressed have included the duration of the motorcycle washes, location on the site of the motorcycle wash, workers advertising the event in the right-of-way, distractions to motorists, and traffic safety. The purpose of this item is to determine if time limits and/or setback restrictions should apply to car & motorcycle washes. Car and motorcycle wash events or activities that are not a primary business use are already prohibited within the North U.S. Highway 1 Municipal Service Area and Joint Planning Area per Sections 2-84 through 2-94 of the Land Development Code.

Examples of motorcycle washes – Biketoberfest 2020 and Bike Week 2021:

EXHIBIT 1: Biketoberfest 2020, 790 South Atlantic Avenue



EXHIBIT 2: Bike Week 2021, 570 South Atlantic Avenue



EXHIBIT 3: Bike Week 2021, 890 South Atlantic Avenue**ANALYSIS:**

This item is being presented based on complaints received during Biketoberfest and Bike Week regarding the motorcycle washes along South Atlantic Avenue. The complaints have included the duration of the special event, individuals advertising the event in the right-of-way and traffic safety. The options for the regulation of non-profit car and motorcycle washes are discussed below:

- 1. Do nothing. This option would allow the continuation of non-profit related car and motorcycle washes with no limitation on the duration.**

This option would not require an amendment to the Land Development Code and the amendment included in Attachment 1 should be denied if this option is selected. This option would allow the issuance of multi-day car and motorcycle washes provided that the permit is obtained by a non-profit with the authorization of the property owner. Special event permits have been issued for multi-day motorcycle wash events for a number of years.

- 2. Limit the duration of car and motorcycle washes. Many non-profit related car and motorcycle washes operate within a one-day period over a week for 4 to 6 hours. A sub-option is to establish setbacks for the operation of car and motorcycle washes.**

A central issue with the motorcycle washes is the length of the activity over multiple days. One option is to continue to allow the motorcycle washes but limit the

duration of the events in terms of hours allowed and frequency over time. An additional option is to establish setback regulations to distance the uses from the abutting roadway(s). A proposed Land Development Code amendment implementing this option is shown below. The underlined text are additions to the original text and ~~strike-through~~ are the deleted text of the amendment.

(v) *Outdoor activities.* Nonresidential uses in commercial and industrial zoning districts are prohibited from having outdoor events, including exhibitions, concerts, festivals, product display or sales, except as permitted under the following regulations:

- (1) The permanent display and/or sale of merchandise outside of the exterior walls of any business premises shall be prohibited in all commercial and industrial zoning districts except where expressly permitted through the issuance of a special exception or a planned development.
- (2) Temporary outdoor display of merchandise by retailers may be permitted up to fourteen (14) consecutive days, no more than four (4) times per year, provided:
 - a. An application is submitted to the building department a minimum of five (5) business days prior to the planned outdoor display of merchandise. Applications that propose to use parking areas for product display must be submitted twenty-one (21) days prior to the event and are required to be reviewed by the city's site plan review committee.
 - b. The display is limited to the goods sold by the sponsoring business. The sale of items not sold by the sponsoring business shall be prohibited. The planning director shall consult with the chief building official in determining the goods sold by the sponsoring business, as well as approved site plans, building permits and business tax receipt.
 - c. The display area shall be located on the same lot or parcel as the principal commercial use. The use of vacant parcels for temporary merchandise sales or outdoor activity is prohibited, except for those parcels specifically permitted under subsection (~~#w~~)(10) of this section.
 - d. The display area shall not be located so as to diminish the utility of any required parking space unless an alternative temporary parking plan is approved by the site plan review committee.
 - e. The flow of traffic on designated on-site traffic lanes on or off the lot or parcel shall not be obstructed in a manner that would create an unsafe condition.
 - f. Adequate area for safe pedestrian movement shall be maintained.
 - g. A scaled drawing showing the display area and its relationship to pedestrian and vehicle movement areas, parking bays, proposed sales areas, and any special signage. The city may, as a condition of the permit approval, require the applicant to provide:
 1. Police officers at the expense of the applicant to help ensure public safety; and

2. A good and sufficient surety bond or cash bond conditioned upon the removal of any garbage, waste, trash and debris from the property within forty-eight (48) hours after the outdoor sales event.
- h. A permit fee, as established in chapter 1, article IV of this Land Development Code, shall be required for each outdoor sales event.
- (3) The following uses are prohibited from outdoor merchandise sales or activities:
 - a. Service stations and convenience stores types A, B and C.
 - b. Office uses.
 - c. Industrial uses.
 - d. Restaurants types A, B, C and D, outdoor seating is permitted.
- (4) The sale of food or beverages, other than as promotional items, is prohibited.
- (5) Any temporary structure shall not be erected more than two (2) days before the temporary sale is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the temporary sales event.
- (6) The area encompassed by the temporary sales shelter shall not exceed three thousand 3,000 square feet as measured from the perimeter of the temporary structure.
- (7) The temporary sales of cars, trucks or vans on property not approved for an automobile sales facility is prohibited.
- (8) A temporary sign may be approved by the planning director or his designee, in association with outdoor activities. All temporary signage shall conform to the requirements of section 3-46.
- (9) Outdoor merchandise sale by any retail establishment or house of worship of seasonal or holiday items, such as Christmas trees, Halloween pumpkins or sparklers, as defined in F.S. § 791.01(8) shall be permitted thirty (30) days prior to the holiday, as long as the outdoor display is concluded after the respective holiday. Seasonal items do not include garden supplies and equipment, landscape materials, bicycles, children's pools, lawn furniture, sporting goods and other merchandise associated with outdoor activities.
- (10) Carwashes, bake sales, cookie sales, charitable solicitation, outdoor church events and other such sales and fundraising events conducted by a nonprofit organization (schools, churches, girl/boy scouts, etc.) shall be exempt from the requirements of this section, provided that:
 - a. The proposed events do not impede pedestrian or vehicular traffic.
 - b. The proposed event is required to obtain a special event permit with the building department. There shall be no permit fee if the organization provides proof of their nonprofit status.
- ~~b~~c. The following information is required for outside events:
 1. Days of the events.

2. Hours of operation.
3. Expected number of participants.
4. Types of temporary structures.
5. Number of portable toilets provided.
6. Security plan.
7. Pedestrian and vehicle movement plan.
8. A scaled sketch detailing the location of the special event area, and parking areas.
9. Location of any planned activities.
10. Motorcycle and car wash events of a temporary or itinerant nature may be allowed subject to the following conditions:
 - a) The event shall be limited to no more than six (6) continuous hours between the hours of 8:00 a.m. and 5:00 p.m. in any single day.
 - b) The event shall be limited to no more than one day.
 - c) No more than 10 event permits shall be issued during a calendar year per property and no more than one per calendar week.
 - d) The event shall be set back a minimum distance of at least fifty feet from all roadways abutting the property at which the event shall occur.
 - e) The event shall only be allowed on the property that is described in the permit.
 - f) All event participants must fully comply with all permit conditions and with all laws and city rules, regulations, and ordinances. Any violation during an event may result in the revocation of the permit. Violations by a permit holder or any event participant may disqualify such person from obtaining a future permit.
 - g) Motorcycle and car wash events or activities that are not a primary business use are prohibited within the North U.S. Highway 1 Municipal Service Area and Joint Planning Area per Chapter 2, Article VII of this Code.
- ~~e. —The proposed event is required to be registered with the building department. There shall be no permit fee if the organization provides proof of their nonprofit status.~~
- d. Any temporary structure shall not be erected more than two (2) days before the event is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the event.
- f. There are no public safety hazards, as determined by the planning director or designee.

3. Prohibit car and motorcycle washes citywide during the recognized special events including Biketoberfest and Bike Week.

A third option is to prohibit car and/or motorcycle washes during recognized special events including Biketoberfest and Bike Week citywide. As reference earlier, motorcycle washes are prohibited within the North U.S. Highway 1 Municipal Service Area and Joint Planning Area throughout the year.

It is staff's belief that the non-profit activities were never intended to allow uses over a multi-day period on private property. If the outdoor activity seeks events of this duration, then the ability to obtain a Special Exception exists with public notice and public hearings to review the outdoor activity. Staff would recommend that Option 2 be selected to address the concerns about car and motorcycle washes.

CONCLUSION:

Section 1-15(d)(3) of the Land Development Code requires certain criteria that must be evaluated before adoption of a Land Development Code amendment when making their recommendation, as follows:

1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

The proposed amendment does not propose any site specific development. Concerns have been expressed about the duration of the motorcycle washes, location on the site of the motorcycle washes, workers advertising the event in the right-of-way, distractions to motorists, and traffic safety. Option 2 (duration and setbacks) would address the concerns of duration and location of the motorcycle washes. It is not expected that the proposed Land Development Code amendment would create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

2. The proposed development is consistent with the Comprehensive Plan.

The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations.

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

The proposed Land Development Code amendment does not approve any site-specific development and will not have an adverse impact on environmentally sensitive lands.

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of

adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

The proposed Land Development Code amendment does not approve any site specific development and will not have any impacts on surrounding properties.

- 5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

The proposed Land Development Code amendment is not applicable to public facilities.

- 6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

- 7. The proposed development is functional in the use of space and aesthetically acceptable.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

- 8. The proposed development provides for the safety of occupants and visitors.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

- 9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

- 10. The testimony provided at public hearings.**

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** the amendments to Land Development Code, Chapter 2 – District and General Regulations, Article III.- General Regulations, Section 2-50, Accessory Uses, subsection (v). – Outdoor activities to amend the conditions for non-profit related car and motorcycle washes (Option 2), as shown in Attachment 1. If the Planning Board believes that the existing allowance for multi-day for car and motorcycle washes should continue, then this amendment should be denied.

Attachments:

Attachment 1: Proposed Land Development Code amendment

Attachment 2: Current Section 2-50(v) of the Land Development Code

Attachment 1:

Proposed Land Development Code amendment

Chapter 2 – District and General Regulations, Article III.- General Regulations, Section 2-50 (v)

- (v) *Outdoor activities.* Nonresidential uses in commercial and industrial zoning districts are prohibited from having outdoor events, including exhibitions, concerts, festivals, product display or sales, except as permitted under the following regulations:
- (1) The permanent display and/or sale of merchandise outside of the exterior walls of any business premises shall be prohibited in all commercial and industrial zoning districts except where expressly permitted through the issuance of a special exception or a planned development.
 - (2) Temporary outdoor display of merchandise by retailers may be permitted up to fourteen (14) consecutive days, no more than four (4) times per year, provided:
 - a. An application is submitted to the building department a minimum of five (5) business days prior to the planned outdoor display of merchandise. Applications that propose to use parking areas for product display must be submitted twenty-one (21) days prior to the event and are required to be reviewed by the city's site plan review committee.
 - b. The display is limited to the goods sold by the sponsoring business. The sale of items not sold by the sponsoring business shall be prohibited. The planning director shall consult with the chief building official in determining the goods sold by the sponsoring business, as well as approved site plans, building permits and business tax receipt.
 - c. The display area shall be located on the same lot or parcel as the principal commercial use. The use of vacant parcels for temporary merchandise sales or outdoor activity is prohibited, except for those parcels specifically permitted under subsection ~~(w)~~(10) of this section.
 - d. The display area shall not be located so as to diminish the utility of any required parking space unless an alternative temporary parking plan is approved by the site plan review committee.
 - e. The flow of traffic on designated on-site traffic lanes on or off the lot or parcel shall not be obstructed in a manner that would create an unsafe condition.
 - f. Adequate area for safe pedestrian movement shall be maintained.
 - g. A scaled drawing showing the display area and its relationship to pedestrian and vehicle movement areas, parking bays, proposed sales areas, and any special signage. The city may, as a condition of the permit approval, require the applicant to provide:
 1. Police officers at the expense of the applicant to help ensure public safety;
 2. A good and sufficient surety bond or cash bond conditioned upon the removal of any garbage, waste, trash and debris from the property within forty-eight (48) hours after the outdoor sales event.
 - h. A permit fee, as established in chapter 1, article IV of this Land Development Code, shall be required for each outdoor sales event.

- (3) The following uses are prohibited from outdoor merchandise sales or activities:
- Service stations and convenience stores types A, B and C.
 - Office uses.
 - Industrial uses.
 - Restaurants types A, B, C and D, outdoor seating is permitted.
- (4) The sale of food or beverages, other than as promotional items, is prohibited.
- (5) Any temporary structure shall not be erected more than two (2) days before the temporary sale is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the temporary sales event.
- (6) The area encompassed by the temporary sales shelter shall not exceed three thousand 3,000 square feet as measured from the perimeter of the temporary structure.
- (7) The temporary sales of cars, trucks or vans on property not approved for an automobile sales facility is prohibited.
- (8) A temporary sign may be approved by the planning director or his designee, in association with outdoor activities. All temporary signage shall conform to the requirements of section 3-46.
- (9) Outdoor merchandise sale by any retail establishment or house of worship of seasonal or holiday items, such as Christmas trees, Halloween pumpkins or sparklers, as defined in F.S. § 791.01(8) shall be permitted thirty (30) days prior to the holiday, as long as the outdoor display is concluded after the respective holiday. Seasonal items do not include garden supplies and equipment, landscape materials, bicycles, children's pools, lawn furniture, sporting goods and other merchandise associated with outdoor activities.
- (10) Carwashes, bake sales, cookie sales, charitable solicitation, outdoor church events and other such sales and fundraising events conducted by a nonprofit organization (schools, churches, girl/boy scouts, etc.) shall be exempt from the requirements of this section, provided that:
- The proposed events do not impede pedestrian or vehicular traffic.
 - The proposed event is required to obtain a special event permit with the building department. There shall be no permit fee if the organization provides proof of their nonprofit status.
 - ~~bc.~~ The following information is required for outside events:
 - Days of the events.
 - Hours of operation.
 - Expected number of participants.
 - Types of temporary structures.

5. Number of portable toilets provided.
6. Security plan.
7. Pedestrian and vehicle movement plan.
8. A scaled sketch detailing the location of the special event area, and parking areas.
9. Location of any planned activities.
10. Motorcycle/car wash events of a temporary or itinerant nature may be allowed subject to the following conditions:
 - a) The event shall be limited to no more than six (6) continuous hours between the hours of 8:00 a.m. and 5:00 p.m. in any single day.
 - b) The event shall be limited to no more than one day.
 - c) No more than 10 event permits shall be issued during a calendar year per property and no more than one per calendar week.
 - d) The event shall be set back a minimum distance of at least fifty feet from all roadways abutting the property at which the event shall occur.
 - e) The event shall only be allowed on the property that is described in the permit.
 - f) All event participants must fully comply with all permit conditions and with all laws and city rules, regulations and ordinances. Any violation during an event may result in the revocation of the permit. Violations by a permit holder or any event participant may disqualify such person from obtaining a future permit.
 - g) Motorcycle/car wash events or activities that are not a primary business use are prohibited within the North U.S. Highway 1 Municipal Service Area and Joint Planning Area per Chapter 2, Article VII of this Code.
- ~~e. The proposed event is required to be registered with the building department. There shall be no permit fee if the organization provides proof of their nonprofit status.~~
- d. Any temporary structure shall not be erected more than two (2) days before the event is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the event.
- f. There are no public safety hazards, as determined by the planning director or designee.

Attachment 2:

Current Section 2-50(v) of
the Land Development Code

DISTRICT AND GENERAL REGULATIONS

§ 2-50

- e. Notarized letter of approval for the home occupation from the property owner and/or property manager if the location is tenant occupied.
- (5) *Expiration.* The home occupation and business tax receipt shall expire on September 30 of each year and shall be subject to the same renewal requirements as specified in chapter 12 of the Code of Ordinances and the Florida Statutes with regard to renewal of the business tax receipt.
- (6) *Nontransferability.* A home occupation approval shall not be transferred to another person through the sale, lease or rental of the property on which the home occupation is located or in any other manner.
- (7) *Revocation of approval.* Any violation of these regulations may result in the revocation of any home occupation permit, in addition to any other remedy for such violation provided for by this Land Development Code and the Florida Statutes with regard to renewal of the business tax receipt.
- (u) *Manager's residence in commercial and industrial districts.*
 - (1) One (1) unit may be provided in motels, hotels or timeshares.
 - (2) One (1) unit may be allowed in conjunction with industrial use involving extensive high-cost equipment or national security interests. Applicant shall demonstrate the need for such unit.
 - (3) Occupant must be an employee or principal of the business.
- (v) *Outdoor activities.* Nonresidential uses in commercial and industrial zoning districts are prohibited from having outdoor events, including exhibitions, concerts, festivals, product display or sales, except as permitted under the following regulations:
 - (1) The permanent display and/or sale of merchandise outside of the exterior walls of any business premises shall be prohibited in all commercial and industrial zoning districts except where expressly permitted through the issuance of a special exception or a planned development.
 - (2) Temporary outdoor display of merchandise by retailers may be permitted up to fourteen (14) consecutive days, no more than four (4) times per year, provided:
 - a. An application is submitted to the building department a minimum of five (5) business days prior to the planned outdoor display of merchandise. Applications that propose to use parking areas for product display must be submitted twenty-one (21) days prior to the event and are required to be reviewed by the city's site plan review committee.
 - b. The display is limited to the goods sold by the sponsoring business. The sale of items not sold by the sponsoring business shall be prohibited. The planning director shall consult with the chief building official in determining the goods sold by the sponsoring business, as well as approved site plans, building permits and business tax receipt.

§ 2-50

ORMOND BEACH LAND DEVELOPMENT CODE

- c. The display area shall be located on the same lot or parcel as the principal commercial use. The use of vacant parcels for temporary merchandise sales or outdoor activity is prohibited, except for those parcels specifically permitted under subsection (u)(10) of this section.
 - d. The display area shall not be located so as to diminish the utility of any required parking space unless an alternative temporary parking plan is approved by the site plan review committee.
 - e. The flow of traffic on designated on-site traffic lanes on or off the lot or parcel shall not be obstructed in a manner that would create an unsafe condition.
 - f. Adequate area for safe pedestrian movement shall be maintained.
 - g. A scaled drawing showing the display area and its relationship to pedestrian and vehicle movement areas, parking bays, proposed sales areas, and any special signage. The city may, as a condition of the permit approval, require the applicant to provide:
 - 1. Police officers at the expense of the applicant to help ensure public safety;
 - 2. A good and sufficient surety bond or cash bond conditioned upon the removal of any garbage, waste, trash and debris from the property within forty-eight (48) hours after the outdoor sales event.
 - h. A permit fee, as established in chapter 1, article IV of this Land Development Code, shall be required for each outdoor sales event.
- (3) The following uses are prohibited from outdoor merchandise sales or activities:
- a. Service stations and convenience stores types A, B and C.
 - b. Office uses.
 - c. Industrial uses.
 - d. Restaurants types A, B, C and D, outdoor seating is permitted.
- (4) The sale of food or beverages, other than as promotional items, is prohibited.
- (5) Any temporary structure shall not be erected more than two (2) days before the temporary sale is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the temporary sales event.
- (6) The area encompassed by the temporary sales shelter shall not exceed three thousand 3,000 square feet as measured from the perimeter of the temporary structure.
- (7) The temporary sales of cars, trucks or vans on property not approved for an automobile sales facility is prohibited.
- (8) A temporary sign may be approved by the planning director or his designee, in association with outdoor activities. All temporary signage shall conform to the requirements of section 3-46.

DISTRICT AND GENERAL REGULATIONS

§ 2-50

- (9) Outdoor merchandise sale by any retail establishment or house of worship of seasonal or holiday items, such as Christmas trees, Halloween pumpkins or sparklers, as defined in F.S. § 791.01(8) shall be permitted thirty (30) days prior to the holiday, as long as the outdoor display is concluded after the respective holiday. Seasonal items do not include garden supplies and equipment, landscape materials, bicycles, children's pools, lawn furniture, sporting goods and other merchandise associated with outdoor activities.
- (10) Carwashes, bake sales, cookie sales, charitable solicitation, outdoor church events and other such sales and fundraising events conducted by a nonprofit organization (schools, churches, girl/boy scouts, etc.) shall be exempt from the requirements of this section, provided that:
 - a. The proposed events do not impede pedestrian or vehicular traffic.
 - b. The following information is required for outside events:
 - 1. Days of the events.
 - 2. Hours of operation.
 - 3. Expected number of participants.
 - 4. Types of temporary structures.
 - 5. Number of portable toilets provided.
 - 6. Security plan.
 - 7. Pedestrian and vehicle movement plan.
 - 8. A scaled sketch detailing the location of the special event area, and parking areas.
 - 9. Location of any planned activities.
 - c. The proposed event is required to be registered with the building department. There shall be no permit fee if the organization provides proof of their nonprofit status.
 - d. Any temporary structure shall not be erected more than two (2) days before the event is to occur, at which time a fire safety inspection shall be performed. The structure shall be removed within two (2) days following the event.
 - e. There are no public safety hazards, as determined by the planning director or designee.
- (w) *Outdoor storage, parking or use of personal property in a residential district.*
 - (1) The outdoor storage, parking or use of any item of personal property not listed in subsection (v)(2) of this section is prohibited in all residential zoning districts. Items of personal property listed in subsection (v)(2) of this section shall be permitted to be stored, parked or used in the manner prescribed.

- (2) The use of personal property items that are customarily associated with and incidental to residential premises, such as swings, slides and lawn chairs, lawn ornaments, picnic tables, grills and the like.
 - a. The necessary outdoor storage of personal property during the construction or repair of permanent improvements on the premises.
 - b. All vehicles shall be in operable condition at all times and, where applicable, shall evidence such condition by displaying the vehicle's license plate with current year registration validation sticker.
 - c. The display of one (1) vehicle for sale on a single-family lot, subject to the following conditions:
 1. The vehicle shall be registered to the owner of the lot or to a resident of the dwelling located on that lot.
 2. No more than one (1) vehicle shall be displayed per day.
 3. No vehicle shall be displayed for more than thirty (30) consecutive days.
 4. No vehicle or combination of vehicles shall be displayed for more than sixty (60) days in a calendar year.
- (3) The use of personal on-site storage structures shall be limited to situations where a person or business is moving to a new location. The personal storage unit shall not be placed on the site for a period over thirty (30) days.
- (4) There shall be no parking of vehicles, licensed or unlicensed, in the front yard of any residential property or in the side yard of a corner lot property except as:
 - a. On driveways constructed in accordance with an approved driveway permit and that meet the requirements of this Land Development Code.
 - b. Vehicles that are parked for a period of seventy-two (72) hours or less for occasional social gatherings (including, but not limited to: weddings, family reunions, holidays, parties, etc.) that do not occur more than four (4) times a calendar year.
 - c. On driveways that are widened up to a maximum of four hundred (400) square feet in area, provided the driveway widening is contiguous to the existing driveway extends from the existing driveway toward the side lot line away from the front of the house, is improved as defined in subsection (v)(4)d of this section, does not extend into the right-of-way, and complies with all other driveway and setback requirements of this Land Development Code.
 - d. A widened parking is improved if it is constructed with one (1) of the following approved materials: asphalt, bituminous brick, concrete, turf block, brick pavers or pervious concrete. Stone gravel or mulch is allowed for a period not to exceed twelve (12) months, and may be granted for one (1) additional period of twelve (12) months.

DRAFT

May 13, 2021 Planning Board minutes

Administrative amendment to the Land Development Code (LDC),
Chapter 2 – District and General Regulations, Article III.- General
Regulations, Section 2-50, Accessory Uses, subsection (v). –
Outdoor activities.

in order for that type of use the lease agreements would need to be amended as it is not currently allowed by Code and is not allowed under their contract with the City. The Code would need to be amended to authorize it and then the lease agreements would need to be amended to state that they have the ability to do it.

A discussion continued regarding food trucks at city sports events. Chairman Thomas expressed that he does not want the food trucks to affect the restaurants.

Audience Comments

Ms. Dorian Burt, 203 Pine Cone Trail, stated that as long as it is clear that the food trucks are not allowed downtown on any private property. The discussion is that they are allowed for City or nonprofit events. She explained that during special events the restaurants cannot accommodate all of the people, therefore there are no issues with food trucks at that time. Ms. Burt commented that block parties should be inside subdivisions and not on residential streets that are not part of a subdivision. She concluded that she would not want a block party on Lincoln Avenue taking away from the restaurants. Chairman Thomas replied that it is pretty clear that the restaurants are protected.

Mr. Jorczak motioned to approve LDC 2021-052 – Mobile Food Dispensing Vehicles (Food Trucks), Land Development Code Amendment. Mr. Briley seconded it. Vote was called, and the motion was approved (7-0).

E. LDC 2021-055 – Outdoor Activities (Car/Motorcycle Washes), Land Development Code Amendment

Mr. Steven Spraker, Planning Director, stated that LDC 2021-055 is an administrative request to amend Chapter 2 – District and General Regulations, Article III. – General Regulations, Section 2-50, Accessory Uses, subsection (v). – Outdoor activities of the Land Development Code (LDC), to amend the conditions for nonprofit related car and motorcycle washes. He continued that there are two processes to allow outdoor activities, the first being the Special Exception. As an applicant seeks to do items that are outside their building, they are required to go through a public hearing process. Mr. Spraker touched on recent examples including the Boot Hill Saloon with their itinerant merchants and music, Custom FX with their itinerant vendors, outdoor music and outdoor sales. In 2005 as part of an accessory use the City created an exception for nonprofit uses. Mr. Spraker commented that it was not reasonable to make nonprofits go through the public hearing process, therefore a section of code was created to allow a nonprofit a broad ability to support fundraising abilities which currently being discussed.

Mr. Spraker expressed that over the last few years there have been concerns and complaints regarding motorcycle washes specifically during Bike Week and Biketoberfest along South Atlantic Avenue. Concerns presented to staff have been the duration of motorcycle washes beyond a one day event, the location of the event on the property, workers advertising the event within the right-of-way, distractions to motorists and traffic safety. Mr. Spraker stated that staff have spoken with property and business owners who expressed that they feel that they are bringing a service during special events and are earning money for nonprofits as well as their businesses. The three options for the Board to consider are:

1. To do nothing as events have been permitted since 2016 with a special event permit. If no amendments are needed, then the Board should deny the application
2. Limit the duration of the car and motorcycle washes with a sub option to establish setbacks for them.
3. Prohibit the activity citywide during the recognized special events including Biketoberfest and Bike Week. Mr. Spraker explained that as the City annexed the North U.S. Highway 1 corridor, bike and car washes were prohibited that were not the principal use.

Mr. Spraker stated that staff drafted standards for discussion:

- a. *The event shall be limited to no more than six contiguous hours between the hours of 8:00 a.m. and 5:00 p.m. in any single day.*
- b. *The event shall be limited to no more than one day.*
- c. *No more than 10 event permits shall be issued during a calendar year per property and no more than one per calendar week.*
- d. *The event shall be set back a minimum distance of at least 50 feet from all roadways abutting the property at which the event shall occur.*
- e. *The event shall only be allowed on the property that is described in the permit.*
- f. *All event participants must fully comply with all permit conditions and with all laws and city rules, regulations, and ordinances. Any violation during an event may result in the revocation of the permit. Violations by a permit holder or any event participant may disqualify such person from obtaining a future permit.*
- g. *Motorcycle and car wash events or activities that are not a primary business use are prohibited within the North U.S. Highway 1 Municipal Services Area and Joint Planning Area per Chapter 2, Article VII of this Code.*

Mr. Spraker stated that it is recommended that the Planning Board approve the amendments to the Land Development Code (LDC), Chapter 2 – District and General Regulations, Article III. – General Regulations, Section 2-50, Accessory Uses, subsection (v). – Outdoor activities to amend the conditions for nonprofit related car and motorcycle washes (recommendation-option 2). He pointed out that amendments are required to be advertised in a newspaper ad. Letters were sent to the individuals who had restaurants and events during the last Biketoberfest and Bike Week which was not required. If the Board feels that the concerns are not valid and that nothing should be done, then this amendment should be denied. If the Board is interested in establishing conditions then recommendation-option 2 should be selected. If the desire is to prohibit the activity then option 3 should be selected. Mr. Spraker concluded that the tentative City Commission dates are July 20, 2021 and August 4, 2021.

Mr. Briley asked about the concerns made. Mr. Spraker replied that the Neighborhood Improvement division (code enforcement) has received calls on the matter and Planning staff has also received concerns.

Mr. Jorczak asked if the 50 foot setback stipulation proposal severely restricts the activity. Mr. Spraker answered that it would move the activity to the rear of the site. Mr. Spraker explained that the setback can be amended if that was the decision of the Board. The goal is to get the activity off of the right-of-way.

It was discussed that the lots are 150 to 200± feet deep. The concerns with some of the properties is that they have side streets. If the selection was to require 75 foot setbacks on the side streets as well that there may be location issues for an event.

Ms. Shull inquired about the North U.S. Highway 1 corridor and why the activity is not permitted there but is permissible on South Atlantic Avenue. Mr. Spraker explained that when the Interlocal Boundary Service Area (ISBA) was created there was a belief that it was not an appropriate use in that corridor. South Atlantic Avenue was not addressed at that time.

Mr. Briley commented, “if the activity happened in the back then they can still have someone next to the road waiving a sign because the activity is not occurring in the front of the building. They are seen when they are out front. If the entire activity is in the back and no one is out front to waive them in then no one knows what is happening.”

Mr. Spraker stated that the goal of the 2005 amendment was to allow local nonprofits and sport teams to raise funds and it was not meant for multi-day events. A Special Exception can be applied for if the accessory use conditions cannot be met and can establish locations and show how it is appropriate to be located in the front with suggestions of standards.

Attorney Hayes specified that regarding the permitting process conditions can be imposed on the permit that requires that all of the event participants stay within a confined area within the 50 foot setback area. He continued that the North U.S. Highway 1 service area was a unique circumstance where the City cleaned up what Volusia County allowed and it was the focus at that time of what was being addressed with the regulations. Other areas within the city were not major concerns at the time as the City was not receiving the complaints that are being received now. Now there is a need to address those concerns and one way to do it is by the setbacks and permitting conditions that may require the participants to stay within a 50 foot buffer. It does not explicitly say that in the regulations but it can be stated as part of the code requirements and staff can impose it as part of the conditions on the permit.

Mr. Jorczak asked Mr. Spraker how many bike and car wash operations take place during Bike Week and asked if they were all on South Atlantic Avenue. Mr. Spraker replied three confirmed there, and all on South Atlantic Avenue.

Audience Comments

Mr. James Therrien, 1415 John Anderson Drive, stated he is one of the owners at the Wave Sports Bar and Grill and also owns the Seadrift in Ormond by The Sea. He commented that he does a lot of charitable events with the biker community and raises a lot of money throughout the year holding bike runs. The bike wash generates a lot of money to the business and to the Children are our Future Charity that benefits cancer. Mr. Therrien commented that he met with Planning staff prior to getting the permit issued for Bike Week and heard people were calling in complaining about the girls. He asked if it was known that the county parking lot was approved across the

street from the beach where the girls go across the street in their bikinis. He continued that he was asked if he could move it back because of the children and elaborated that if moved to the west that the Seabreeze High School students could see the activity out of the windows of the school. Mr. Therrien commented that children see girls in bikinis every day at the beach. Half of the proceeds of what the activity generates goes to the girls that are doing it and the other half goes to the charity. The restaurant staff receives an increase in their paychecks by the increase of customers that come in while they are waiting.

Ms. Constance Jones, President and Founder, Children are our Future Volusia County Incorporated, 1111 Ocean Shore Boulevard, stated that she has been in the area since the 1970's and grew up in the biker community and recently retired from the Department of Children and Families (DCF), working with abused children. She continued that she is in the 5th year of her own organization and supports it on her Social Security and retirement income. Ms. Jones explained that she helps sick children with devastating medical diagnoses and is partial to special needs. She raises money through the biker community and screens families that have issues with health insurance. Money is raised through the organization during poker runs for children who do not have money for the surgeries that they need. Ms. Jones added that the restaurant community has been a great help in raising money for the children. The Wave Sports Bar and Grill gives back to the charity from the bike wash which goes to the organization's operating expenses. Ms. Jones explained that she has the permit pulled and goes to the Wave Sports Bar and Grill and advises the girls that they have to be a certain distance from the road and advises them to call her with any problems. She commented that it is a "win-win" situation for her, the restaurant, and the women working the event that are raising children that need the extra money. Ms. Jones expressed understanding that staff wants to keep everyone safe and make the neighborhoods happy. She concluded that this is a beach town where everyone runs around in their baggies and bikinis everywhere but that she does want to do what is right and what the law allows.

Chairman Thomas stated that he thinks it is appropriate and turned it over to the Board for discussion.

Ms. Shull commented that after hearing Mr. Therrien and Ms. Jones speak it brings the realization that everyone is running around the streets with bathing suits on. She asked Mr. Spraker for additional information about the complaints. Mr. Spraker replied that concerns centered on the actions in the right-of-way for the bike and car wash. He commented that it may not be necessarily that the Wave Sports Bar and Grill may not have been in compliance but other operators may not have been. The 2005 regulation for non-profits was intended was to have limited time to allow the nonprofits the ability to have outdoor activities. If the limited time does not work, there is ability through the Special Exception to get a broader plan approved for a multi-year period.

Ms. Shull asked for clarification on the accessory use limitations. Mr. Spraker explained that the issue is that they are event-oriented for a four or 10 day period. The intent of the original ordinance was to be an event where a nonprofit attended for a day, not multi-days which is meant more for a Special Exception. Mr. Spraker reiterated that if the Planning Board thinks that the current operation is appropriate then option 1 to do nothing and deny the amendment is a choice. Ms. Shull asked if the setbacks are for the car and bike wash or if it is for people that are out front. Mr.

Spraker answered that it would be for multiple things and for all activities including people advertising the event, the tents, and the sign in the right-of-way to get it off of the street. He remarked that if the City Attorney's Office says that someone can be on the edge of the property advertising it then it would be appropriate. The concern is the activities in the right-of-way.

There was discussion about the complaints regarding the sidewalk and how the activities need to stay within the sidewalk of the property boundary.

Mr. Therrien commented that he has followed all of the rules directed by Planning staff, and has kept the activity off of the street and did not display signs. He continued that the rules are already in place and asked why it is not being enforced to the businesses that violated it and not take it out on the businesses that followed it. He continued that the activity is part of Bike Week. Last year elected officials expressed support of all Bike Week activities during Covid. Mr. Therrien stated that this community is loaded with motorcycle enthusiasts and asked if bike activity is wanted or not. He remarked that the only other event within the city is up on North U.S. Highway 1.

Mr. Briley stated that he agrees that people walk around the streets in their bathing suits as it is a tourist corridor and is zoned as such. He expressed that his opinion is that as long as the activity is on the inside of the property on the inside of the sidewalk that it is not an issue. It assists the businesses along A1A. Mr. Briley concluded that when the City did the interlocal agreement with the County that the activity was not allowed along U.S. Highway 1 at that time but at some point should be researched.

Chairman Thomas noted that it is the beach and people do wear bathing suits and that motorcycle washes have been held for a long time. He expressed his concern with the complaints that people are being blocked and cannot come and go. Mr. Thomas commented that code enforcement is complaint driven. Chairman Thomas concluded that perhaps during Bike Week that the City not be complaint-driven and be more vigilant and make sure that the activities stay on the inward side of the sidewalk.

Ms. Tolland inquired about North U.S. Highway 1 and the changes made there and asked the difference with what is happening on A1A now as opposed to what was going on then. Chairman Thomas replied "poles". Ms. Tolland commented that she recalled that there were women in bikinis on the street and that the Board pushed it to the 50 foot setback. Mr. Spraker replied that it is not allowed in the N. U.S. Highway 1 corridor at all. Ms. Tolland elaborated that the City worked hard and is still working hard to clean up North U.S. Highway and have made good progress and asked if has been moved out to A1A. Mr. Spraker explained that this discussion needed to occur because there were complaints over the last few events and the business owners desire to have those events, therefore it needs to be clarified in the Land Development Code. Last Bike Week there were discussions about not allowing it and staff needed a better discussion about it and bring clarification to it. It needs to be identified so that it is clear for the business owners, the residents and the code enforcement.

Mr. Jorczak added that the activity is common among high school kids that raise money for clubs and causes at gas stations. As long as it is not creating a public hazard. He commented that he does not see a problem with granting a business a chance to do that for more than just a single-day and having to take out a special permit to do it. He expressed his agreement with a number of times per year being specified regarding how many times it is allowed for the activity to cooperate with

the organization that raises money through car washes. Mr. Jorczak concluded that staying within the limits of the property and out of the easements is not a big issue.

Chairman Thomas commented that he does not think that anyone wants to take fundraising away from high school kids but is concerned with the enforcement of staying off of the sidewalks. In this instance it cannot be complain-driven.

Mr. Spraker reiterated that the restaurants are not allowed to have outdoor activities. They can go through a Special Exception for outdoor music or similar, but this is specifically for nonprofits. They have been granted the broad latitude to have outdoor activities including car washes. They do not have to go through a Special Exception process and they are allowed with authorization of the property owner to have these types of events under their current regulations.

Mr. Briley inquired about the difference between the charity bike wash at The Wave Sports Bar and Grille and if, for instance, ABC Liquor Store had a bike wash down the street and it was not for charity. Mr. Spraker answered that the regulations are written for the benefit of nonprofit organizations. ABC Liquor Store would have to go through a Special Exception to do so. They would need to partner with a nonprofit to allow it without the Special Exception. Mr. Spraker added that you can have a bike and car wash all day and daily for nonprofits. If it is not for a nonprofit then they would have to go through a Special Exception.

Mr. Galloway remarked that several businesses are not in compliance and expressed it is similar to spot zoning. He continued that it should be specified that they be off of the sidewalk and then be required from a policy standpoint, but not by rewriting the ordinance. It was discussed that it is already in the Code but only enforced by complaints. Chairman Thomas explained that the City decided that they wanted to go on complaint-basis years ago and in order for it to change the City Commission would be required to change it. Mr. Galloway concluded that he will move that nothing is changed on the matter and make sure it is cleaned up and advise them to stay off the sidewalk.

Attorney Hayes explained that there is currently no criteria and staff has nothing to enforce.

Mr. Briley suggested that they do not impede the public right-of-way with a sign or people and if a complaint is made, the business should get two chances and then after the third time it be prohibited. Attorney Hayes replied that there is already provision in the Code with the criteria stating, "if any violations of the permit can result in the revocation of the permit", not that future permit can be denied which can be added as additional criterion.

Ms. Tolland advised that she is in favor of recommendation-option 2 to limit the duration and made a suggestion to incorporate wording to reflect a percentage of the property regarding the setback. She expressed her concern with the inappropriate location of the individuals being right out front.

Mr. Galloway suggested the 50 foot setback to the property line be added with recommendation-option 2.

Attorney Hayes stated that if the desire is to have the participants within a designated area within the property then more specifications should be provided.

Board discussion ensued on the topic.

Attorney Hayes worked on refocusing the discussion. Staff is establishing the minimum criteria so that when there is a complaint there is something to enforce. Every use on residential or commercial property in the LDC has an enforcement criterion including either setbacks, signage and specify the times that are appropriate. Staff is looking to establish criteria from an enforcement perspective and in-part at the request at some of the complaints during specific special events. Attorney Hayes continued that a question for the Board should be if an event should be for a single day or for more than a day and what the hours of operation should be. If the Board feels the criteria is too strict then they can create more flexibility, and if the criteria is not strict enough then to propose to narrow them down in scope, or do nothing.

Chairman Thomas explained that he would be interested in modifying recommendation - option 2 with the Boards suggestions. The following changes were suggested:

- Delete b; the event shall be limited to no more than one day.
- Amend c; allow during recognized special events and no more than 10 events per year, per property.
Strikeout/delete: no more than one per calendar week.
- Delete d; the event shall be set back a minimum distance of at least 50 feet from all roadways abutting the property at which the event shall occur.
- Amendment; the event shall be set back inside the edge of the sidewalk and cannot be on the right-of-way.

Board discussion occurred on the proposed amendments.

Mr. Briley motioned to approve LDC 2021-055 – Outdoor Activities (Car/Motorcycle Washes), Land Development Code Amendment with the following modifications to recommendation - option 2: Limit the duration with the sub option to establish setbacks for car and motorcycle washes. Mr. Jorczak seconded it. Vote was called, and the motion was approved (5-2), with Mr. Scudiero and Ms. Tolland voting against it.

F. LDC 2021-053 – Downtown Overlay District, Land Development Code Amendment

Mr. Steven Spraker, Planning Director, stated that LDC 2021-053 is an administrative amendment to the Land Development Code (LDC), Chapter 2, Article VI.-Overlay Districts, Section 2-70, Downtown Overlay District, to update the section consistent with the 2019 Downtown Overlay District, to update the section consistent with the 2019 Downtown Master Plan update. He continued that the purpose of the amendment is to clean up and update the Code per the adopted Master Plan update. A land use amendment was done in 2017 and it is of interest to incorporate it and separate the prohibited and additional permitted uses to make it clearer and incorporate the redevelopment plan in the B-4 zoning district into the Downtown Overlay District. Mr. Spraker concluded that staff is recommending approval. The tentative City Commission dates are July 20, 2021 and August 4, 2021.



CITY OF ORMOND BEACH

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Kelly McGuire, Finance Director

Date: September 8, 2021

Subject: Amendment to Water and Wastewater Rates

Commission Goal: N/A

Introduction

This is a request to amend Chapter 22 of the Code of Ordinances to increase water and wastewater rates effective October 1, 2021, and September 30, 2022.

Discussion

As discussed with the City Commission during the budget workshop, rate increases are needed to provide sufficient funding for ongoing operations, capital projects and associated debt service within the Water & Wastewater Fund. The proposed rate adjustment on water and wastewater rates for all inside city users is 1.8% effective October 1, 2021 and 3.5% effective September 30, 2022.

The impact of the rate increase based on the average household usage of 5,000 gallons is as follows:

<i>Note: Data is based on residential, inside city rates</i>	Current Rate	Proposed Rate, Effective 10/01/2021	Proposed Rate, Effective 09/30/2022
Water	\$25.12	\$25.58	\$26.47
Wastewater	\$32.58	\$33.16	\$34.33
Total	\$57.70	\$58.74	\$60.80

Outside City water and wastewater rates will be charged 150% of the inside City water and wastewater rates.

Budget Impact

The rate adjustment, effective October 1, 2021, is expected to generate additional revenues of \$362,000 in Fiscal Year 2021-22.

Citizen Impact

The incremental rate adjustments provide the necessary financial resources to make critical improvements to the city's water and sewer systems, pipes, pumps, treatment, etc., to ensure for efficient and effective service delivery.

Recommendation

Staff recommends approval of the attached ordinance adopting the water and wastewater rate increases. The Budget Advisory Board has reviewed this item and recommended approval.

Attachments:

- 21-33 W & WW rate incr (P21-0112G) (PDF)
- Water & Sewer Rates (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 8/10/2021


Claire Whitley, Assistant City Manager 8/25/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 8/31/2021

ORDINANCE NO. 2021-33

AN ORDINANCE AMENDING SECTION 22-23, MINIMUM METER RATES GENERALLY; 22-24, MULTIPLE MINIMUM CHARGES; AND 22-71, SERVICE CHARGE ESTABLISHED; OF CHAPTER 22, WATER AND SEWERS, THE CITY OF ORMOND BEACH *CODE OF ORDINANCES*, BY INCREASING THE MINIMUM WATER AND SEWER RATES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 22-23, Minimum meter rates generally, of Article I, Water, Division 2, Rates and Charges, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-23. - Minimum meter rates generally.

The following minimum meter rates shall be applied to all retail quantities of water as shown by monthly meter readings to have been delivered; except that this section is not applicable for water service of two days or less:

(1) *Residential rate.*

a. *Inside city limits.*

Monthly Usage (gallons)	Rate, Effective 10/1/ 2017 <u>2021</u>	Rate, Effective 9/30/ 2018 <u>2022</u>
2,000 or less, minimum	\$15.58 <u>15.86</u>	\$15.86 <u>16.42</u>
Excess over 2,000, per 1,000	\$3.18 <u>3.24</u>	\$3.24 <u>3.35</u>
Excess over 6,000, per 1,000	\$3.77 <u>3.84</u>	\$3.84 <u>3.97</u>

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

b. *Outside city limits.*

Monthly Usage (gallons)	Rate, Effective 10/1/ 2017 <u>2021</u>	Rate, Effective 9/30/ 2018 <u>2022</u>
2,000 or less, minimum	\$23.37 <u>23.79</u>	\$23.79 <u>24.63</u>
Excess over 2,000, per 1,000	\$4.77 <u>4.86</u>	\$4.86 <u>5.03</u>
Excess over 6,000, per 1,000	\$5.66 <u>5.76</u>	\$5.76 <u>5.96</u>

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

- (2) *Commercial rate.* Commercial, industrial and service accounts shall not be subject to the multiple minimum charge, except as set forth in the last paragraph of this subsection. In lieu of the multiple minimum:

a. Inside the city limits the commercial rate will be:

Monthly Usage (gallons)	Rate, Effective 10/1/ 2017 <u>2021</u>	Rate, Effective 9/30/ 2018 <u>2022</u>
2,000 or less, minimum	\$15.58 <u>15.86</u>	\$15.86 <u>16.42</u>
Excess over 2,000, per 1,000	\$3.91 <u>3.98</u>	\$3.98 <u>4.12</u>
Excess over 6,000, per 1,000	\$4.67 <u>4.75</u>	\$4.75 <u>4.92</u>

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

b. Outside of the city limits the commercial rate will be:

Monthly Usage (gallons)	Rate, Effective 10/1/ 2017 <u>2021</u>	Rate, Effective 9/30/2018 <u>2022</u>
2,000 or less, minimum	\$23.37 <u>23.79</u>	\$23.79 <u>24.63</u>
Excess over 2,000, per 1,000	\$5.87 <u>5.97</u>	\$5.97 <u>6.18</u>
Excess over 6,000, per 1,000	\$7.01 <u>7.13</u>	\$7.13 <u>7.38</u>

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

SECTION TWO. Section 22-24, Multiple minimum charges, of Article I, Water, Division 2, Rates and Charges, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-24. - Multiple minimum charges.

- (a) *Inside city; minimum charge where meter installation serves more than one equivalent living unit.* Each meter installation serving more than one equivalent living unit shall be allowed to use 2,000 gallons per unit per month under the minimum charge for each unit served from a single meter inside the city.

Monthly Usage (gallons)	Rate, Effective 10/1/ 2017 <u>2021</u>	Rate, Effective 9/30/ 2018 <u>2022</u>
First Unit:		
2,000 or less, minimum	\$15.58 <u>15.86</u>	\$15.86 <u>16.42</u>
Excess over 2,000, per 1,000	\$3.18 <u>3.24</u>	\$3.24 <u>3.35</u>
Excess over 6,000, per 1,000	\$3.77 <u>3.84</u>	\$3.84 <u>3.97</u>
Each Additional Unit:		
2,000 or less, minimum	\$14.86 <u>15.13</u>	\$15.13 <u>15.66</u>
Excess over 2,000, per 1,000	\$3.18 <u>3.24</u>	\$3.24 <u>3.35</u>
Excess over 6,000, per 1,000	\$3.77 <u>3.84</u>	\$3.84 <u>3.97</u>

- (b) *Outside city; minimum charge where meter installation serves more than one equivalent living unit.* Each meter installation serving more than one equivalent living unit shall be allowed to use 2,000 gallons per unit per month under the minimum charge for each unit served from a single meter outside the city.

Monthly Usage (gallons)	Rate, Effective 10/1/ 2017 <u>2021</u>	Rate, Effective 9/30/ 2018 <u>2022</u>
First Unit:		
2,000 or less, minimum	\$23.37 <u>23.79</u>	\$23.79 <u>24.63</u>
Excess over 2,000, per 1,000	\$4.77 <u>4.86</u>	\$4.86 <u>5.03</u>
Excess over 6,000, per 1,000	\$5.66 <u>5.76</u>	\$5.76 <u>5.96</u>
Each Additional Unit:		
2,000 or less, minimum	\$22.29 <u>22.69</u>	\$22.69 <u>23.48</u>
Excess over 2,000, per 1,000	\$4.77 <u>4.86</u>	\$4.86 <u>5.03</u>
Excess over 6,000, per 1,000	\$5.66 <u>5.76</u>	\$5.76 <u>5.96</u>

SECTION THREE. Section 22-71, Service charge established, of Article II, Sewers, Division 1, Generally, of Chapter 22, Water and Sewers, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 22-71. - Service charge established.

The following minimum rates for the use or availability for use of the sanitary sewage facilities of the city by water consumption as shown by monthly meter readings to have been delivered shall be:

- (1) *Residential rate.*
 - a. *Inside city limits.*

Monthly Usage (gallons)	Rate, Effective 10/1/ 2017 <u>2021</u>	Rate, Effective 9/30/ 2018 <u>2022</u>
2,000 or less, minimum	\$19.29 <u>19.63</u>	\$19.63 <u>20.32</u>
Excess over 2,000, per 1,000	\$4.43 <u>4.51</u>	\$4.51 <u>4.67</u>

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

b. *Outside city limits.*

Monthly Usage (gallons)	Rate, Effective 10/1/ 2017 <u>2021</u>	Rate, Effective 9/30/ 2018 <u>2022</u>
2,000 or less, minimum	\$28.94 <u>29.45</u>	\$29.45 <u>30.48</u>
Excess over 2,000, per 1,000	\$6.65 <u>6.77</u>	\$6.77 <u>7.01</u>

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

(2) *Commercial rate.*

a. *Inside city limits:*

Monthly Usage (gallons)	Rate, Effective 10/1/ 2017 <u>2021</u>	Rate, Effective 9/30/ 2018 <u>2022</u>
2,000 or less, minimum	\$19.29 <u>19.63</u>	\$19.63 <u>20.32</u>
Excess over 2,000, per 1,000	\$5.49 <u>5.59</u>	\$5.59 <u>5.79</u>

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

b. *Outside city limits:*

Monthly Usage (gallons)	Rate, Effective 10/1/ 2017 <u>2021</u>	Rate, Effective 9/30/ 2018 <u>2022</u>
2,000 or less, minimum	\$28.94 <u>29.45</u>	\$29.45 <u>30.48</u>
Excess over 2,000, per 1,000	\$8.24 <u>8.39</u>	\$8.39 <u>8.69</u>

Each monthly bill shall be rendered for an amount of not less than the minimum which shall allow the use of 2,000 gallons of water per month per meter unit so billed.

(3) *Multiple minimum charges.*

- a. *Inside city; minimum charge where meter installation serves more than one equivalent living unit.* Each meter installation serving more than one equivalent living unit shall be allowed to use 2,000 gallons per unit per month under the minimum charge for each additional unit served from a single meter inside the city.

Monthly Usage (gallons)	Rate, Effective 10/1/ 2017 <u>2021</u>	Rate, Effective 9/30/ 2018 <u>2022</u>
First Unit:		
2,000 or less, minimum	\$19.29 <u>19.63</u>	\$19.63 <u>20.32</u>
Excess over 2,000, per 1,000	\$4.43 <u>4.51</u>	\$4.51 <u>4.67</u>
Each Additional Unit:		

2,000 or less, minimum	\$18.24 <u>18.56</u>	\$18.56 <u>19.21</u>
Excess over 2,000, per 1,000	\$4.43 <u>4.51</u>	\$4.51 <u>4.67</u>

- b. *Outside city; minimum charge where meter installation serves more than one equivalent living unit.* Each meter installation serving more than one equivalent living unit shall be allowed to use 2,000 gallons per unit per month under the minimum charge for each unit served from a single meter outside the city.

Monthly Usage (gallons)	Rate, Effective 10/1/ 2017 <u>2021</u>	Rate, Effective 9/30/ 2018 <u>2022</u>
First Unit:		
2,000 or less, minimum	\$28.94 <u>29.45</u>	\$29.45 <u>30.48</u>
Excess over 2,000, per 1,000	\$6.65 <u>6.77</u>	\$6.77 <u>7.01</u>
Each Additional Unit:		
2,000 or less, minimum	\$27.36 <u>27.84</u>	\$27.84 <u>28.82</u>
Excess over 2,000, per 1,000	\$6.65 <u>6.77</u>	\$6.77 <u>7.01</u>

SECTION FOUR. This Ordinance and the water rate and wastewater rate adjustments provided herein shall be effective October 1, 2021. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

PASSED UPON at the first reading of the City Commission, this 8th day of September, 2021.

PASSED UPON at the second reading of the City Commission, this 22nd day of September, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

CITY OF ORMOND BEACH, FLORIDA
WATER/IRRIGATION & WASTEWATER RATES BY RATE CLASS AND INSIDE/OUTSIDE SERVICE AREAS
EFFECTIVE OCTOBER 1, 2021
RESIDENTIAL RATE CLASS

WATER/IRRIGATION SERVICE	INSIDE CITY	OUTSIDE CITY	FLAGLER RETAIL(125%)
MINIMUM AVAILABILITY USE FOR 0 TO 2,000 GALLONS	\$15.86	\$23.79	\$19.83
CHARGE PER EACH 1,000 GALLONS FOR 3,000 TO 6,000 GALLONS	\$3.24	\$4.86	\$4.05
CHARGE PER EACH 1,000 GALLONS FOR ALL USE 7,000 GALLONS OR MORE	\$3.84	\$5.76	\$4.80
WASTEWATER SERVICE	INSIDE CITY	OUTSIDE CITY	FLAGLER RETAIL(125%)
MINIMUM AVAILABILITY USE FOR 0 TO 2,000 GALLONS	\$19.63	\$29.45	\$24.54
CHARGE PER EACH 1,000 GALLONS FOR ALL USE 3,000 GALLONS OR MORE	\$4.51	\$6.77	\$5.64

COMMERCIAL RATE CLASS

WATER/IRRIGATION SERVICE	INSIDE CITY	OUTSIDE CITY	FLAGLER RETAIL(125%)
MINIMUM AVAILABILITY USE FOR 0 TO 2,000 GALLONS	\$15.86	\$23.79	\$19.83
CHARGE PER EACH 1,000 GALLONS FOR 3,000 TO 6,000 GALLONS	\$3.98	\$5.97	\$4.98
CHARGE PER EACH 1,000 GALLONS FOR ALL USE 7,000 GALLONS OR MORE	\$4.75	\$7.13	\$5.94
WASTEWATER SERVICE	INSIDE CITY	OUTSIDE CITY	FLAGLER RETAIL(125%)
MINIMUM AVAILABILITY USE FOR 0 TO 2,000 GALLONS	\$19.63	\$29.45	\$24.54
CHARGE PER EACH 1,000 GALLONS FOR ALL USE 3,000 GALLONS OR MORE	\$5.59	\$8.39	\$6.99

MULTI-FAMILY RATE CLASS

WATER/IRRIGATION SERVICE	INSIDE CITY	OUTSIDE CITY	FLAGLER RETAIL(125%)
FIRST UNIT CHARGE	\$0.73	\$1.10	\$0.92
MINIMUM AVAILABILITY-PER UNIT ALLOWANCE USE FOR 0 TO 2,000 GALLONS PER UNIT	\$15.13	\$22.69	\$18.91
CHARGE PER EACH 1,000 GALLONS FOR 3,000 TO 6,000 GALLONS PER UNIT ALLOWANCE	\$3.24	\$4.86	\$4.05
CHARGE PER EACH 1,000 GALLONS FOR ALL USE 7,000 GALLONS OR MORE OVER UNIT ALLOWANCE	\$3.84	\$5.76	\$4.80
WASTEWATER SERVICE	INSIDE CITY	OUTSIDE CITY	FLAGLER RETAIL(125%)
FIRST UNIT CHARGE	\$1.07	\$1.61	\$1.34
MINIMUM AVAILABILITY-PER UNIT ALLOWANCE USE FOR 0 TO 2,000 GALLONS PER UNIT	\$18.56	\$27.84	\$23.20
CHARGE PER EACH 1,000 GALLONS FOR ALL 3,000 GALLONS OR MORE OVER PER UNIT ALLOWANCE	\$4.51	\$6.77	\$5.64

CITY OF ORMOND BEACH, FLORIDA
WATER/IRRIGATION & WASTEWATER RATES BY RATE CLASS AND INSIDE/OUTSIDE SERVICE AREAS
EFFECTIVE SEPTEMBER 30, 2022
RESIDENTIAL RATE CLASS

WATER/IRRIGATION SERVICE	INSIDE CITY	OUTSIDE CITY	FLAGLER RETAIL(125%)
MINIMUM AVAILABILITY USE FOR 0 TO 2,000 GALLONS	\$16.42	\$24.63	\$20.53
CHARGE PER EACH 1,000 GALLONS FOR 3,000 TO 6,000 GALLONS	\$3.35	\$5.03	\$4.19
CHARGE PER EACH 1,000 GALLONS FOR ALL USE 7,000 GALLONS OR MORE	\$3.97	\$5.96	\$4.96
WASTEWATER SERVICE	INSIDE CITY	OUTSIDE CITY	FLAGLER RETAIL(125%)
MINIMUM AVAILABILITY USE FOR 0 TO 2,000 GALLONS	\$20.32	\$30.48	\$25.40
CHARGE PER EACH 1,000 GALLONS FOR ALL USE 3,000 GALLONS OR MORE	\$4.67	\$7.01	\$5.84

COMMERCIAL RATE CLASS

WATER/IRRIGATION SERVICE	INSIDE CITY	OUTSIDE CITY	FLAGLER RETAIL(125%)
MINIMUM AVAILABILITY USE FOR 0 TO 2,000 GALLONS	\$16.42	\$24.63	\$20.53
CHARGE PER EACH 1,000 GALLONS FOR 3,000 TO 6,000 GALLONS	\$4.12	\$6.18	\$5.15
CHARGE PER EACH 1,000 GALLONS FOR ALL USE 7,000 GALLONS OR MORE	\$4.92	\$7.38	\$6.15
WASTEWATER SERVICE	INSIDE CITY	OUTSIDE CITY	FLAGLER RETAIL(125%)
MINIMUM AVAILABILITY USE FOR 0 TO 2,000 GALLONS	\$20.32	\$30.48	\$25.40
CHARGE PER EACH 1,000 GALLONS FOR ALL USE 3,000 GALLONS OR MORE	\$5.79	\$8.69	\$7.24

MULTI-FAMILY RATE CLASS

WATER/IRRIGATION SERVICE	INSIDE CITY	OUTSIDE CITY	FLAGLER RETAIL(125%)
FIRST UNIT CHARGE	\$0.76	\$1.15	\$0.95
MINIMUM AVAILABILITY-PER UNIT ALLOWANCE USE FOR 0 TO 2,000 GALLONS PER UNIT	\$15.66	\$23.48	\$19.58
CHARGE PER EACH 1,000 GALLONS FOR 3,000 TO 6,000 GALLONS PER UNIT ALLOWANCE	\$3.35	\$5.03	\$4.19
CHARGE PER EACH 1,000 GALLONS FOR ALL USE 7,000 GALLONS OR MORE OVER UNIT ALLOWANCE	\$3.97	\$5.96	\$4.96
WASTEWATER SERVICE	INSIDE CITY	OUTSIDE CITY	FLAGLER RETAIL(125%)
FIRST UNIT CHARGE	\$1.11	\$1.66	\$1.39
MINIMUM AVAILABILITY-PER UNIT ALLOWANCE USE FOR 0 TO 2,000 GALLONS PER UNIT	\$19.21	\$28.82	\$24.01
CHARGE PER EACH 1,000 GALLONS FOR ALL 3,000 GALLONS OR MORE OVER PER UNIT ALLOWANCE	\$4.67	\$7.01	\$5.84



CITY OF ORMOND BEACH

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Kelly McGuire, Finance Director

Date: September 8, 2021

Subject: Amendment to Solid Waste Rates

Commission Goal: N/A

Introduction

This is a request to amend Section 10 of the Code of Ordinances to increase the fees for solid waste collection and disposal, yard waste, and recycling collection.

Background

The cost to the City's contractual solid waste hauler, Waste Pro of Florida, has increased resulting in their request for a cost of living adjustment of 2.62% for Fiscal Year (FY) 2021-22 as permitted in the agreement. Furthermore, a request for a similar cost of living adjustment by the solid waste hauler is expected for FY 2022-23. These increases along with prior year increases, which have been subsidized by Solid Waste Reserves, need to be reflected in the rates charged to customers in order to keep the operation financially sound. As discussed at the Operating Budget Workshop in July, staff has prepared the ordinance to increase rates on October 1, 2021 and September 30, 2022 as noted below.

Discussion

The proposed rate increases are as follows:

Service	Existing Monthly Rate	Proposed Monthly Rate, Effective 10/01/2021	Proposed Monthly Rate, Effective 09/30/2022
Residential	\$16.67	\$17.84	\$18.38
Recycling	\$ 4.68	\$ 5.01	\$ 5.16
Commercial (Can service)	\$22.32	\$23.88	\$24.60

Residential/Commercial (Container per cubic yard)	\$ 8.16	\$ 8.73	\$ 8.99
Commercial Compactor	\$14.44	\$15.45	\$15.91

Budget Impact

The rate adjustments will provide the necessary revenue to fund the solid waste hauler contract and related costs for solid waste operations.

Citizen Impact

The incremental rate adjustments are necessary to provide financial resources to ensure for efficient and effective service delivery.

Recommendation

Staff recommends approval of the attached ordinance amending fees for solid waste collection and disposal, yard waste, and recycling collection. The Budget Advisory Board has reviewed this item and unanimously recommended approval.

Attachments:

- 21-34 Solid Waste rate incr (P21-0113G) (PDF)
- Solid Waste Rate Schedule (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 8/30/2021


Claire Whitley, Assistant City Manager 9/1/2021

APPROVED BY:


Joyce A. Shanahan, City Manager 9/2/2021

ORDINANCE NO. 2021-34

AN ORDINANCE AMENDING CHAPTER 10, SOLID WASTE, YARD WASTE AND RECYCLABLES, SECTION 10-16, FEES FOR COLLECTION AND DISPOSAL ESTABLISHED, OF THE *CODE OF ORDINANCES*, BY INCREASING FEES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; SETTING FORTH AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 10-16, Fees for collection and disposal established, of Article 1, In General, of Chapter 10, Solid Waste, Yard Waste and Recyclables, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 10-16. Fees for collection and disposal established.

The fees for collection and disposal of garbage and for the removal of other trash, i.e., trees, shrubs trimmings, leaves, grass, papers, cardboard, etc., shall be as follows:

- (1) *Single-family residential.*
- a. *Generally.* Garbage fees shall commence when the house water meter is officially turned on and a certificate of occupancy has been issued; billing shall continue until the house meter is officially cut off. Monthly garbage fees are as follows:

	<i>Effective 10/01/2017 <u>2021</u></i>	<i>Effective 09/30/2018 <u>2022</u></i>
Residential Collection, per month	\$16.67 <u>17.84</u>	\$17.84 <u>18.38</u>

b. *Mobile home parks.*

1. Except as provided in subsection (2)b. hereof, mobile home parks will use containers approved, provided and located in one (1) or more areas by the city as determined by the director of public works. There will be a review every six (6) months to determine any changes in the size of the containers to be provided.
2. When requested by the owner, the city at its own option may provide individual pickup for each mobile home, provided that the following conditions are met:
 - (i) The mobile home park streets meet all design and construction standards for a public street as required in section 18-17 of the Code of Ordinances.
 - (ii) The mobile home park owner shall receive a single bill for the entire park and shall be responsible for all mobile home units regardless of occupancy.
 - (iii) The garbage fee for each unit shall be the same as for residential collection.

	<i>Effective 10/01/ 2017 2021</i>	<i>Effective 09/30/2018 2022</i>
Per Unit Collection, per month	\$16.67 <u>17.84</u>	\$17.84 <u>18.38</u>

(2) *Residential multiple dwellings.*

- a. Where served by one water meter and where cans are used, the fee per living unit, regardless of occupancy, shall be:

	<i>Effective 10/01/2017 2021</i>	<i>Effective 09/30/2018 2022</i>
Residential Can Service, per month	\$16.67 <u>17.84</u>	\$17.84 <u>18.38</u>

- b. Where served by one water meter and where containers are used, the fee per cubic yard pickup shall be:

	<i>Effective 10/01/2017 2021</i>	<i>Effective 09/30/2018 2022</i>
Residential Container Service, per cubic yard pickup, per month	\$8.16 <u>8.73</u>	\$8.73 <u>8.99</u>

- c. Where each living unit is served by an individual water meter and where cans are used, the fee per living unit regardless of occupancy shall be:

	<i>Effective 10/01/2017 2021</i>	<i>Effective 09/30/2018</i>
Per Unit Can Service, per month	\$16.67 <u>17.84</u>	\$17.84 <u>18.38</u>

- d. Where each living unit is served by an individual water meter and where containers are used, the fee per cubic yard per pickup shall be:

	<i>Effective 10/01/ 2017 2021</i>	<i>Effective 09/30/2018 2022</i>
Per Unit Container Service, per cubic yard <u>per</u> pickup; per month	\$8.16 <u>8.73</u>	\$8.73 <u>8.99</u>

(3) *Commercial.*

- a. Commercial establishments (defined to include hotels, restaurants, lodges, churches and other such businesses and places not commonly described as residential) with cubic yard containers shall pay per cubic yard per pickup:

	<i>Effective 10/01/2017 2021</i>	<i>Effective 09/30/2018 2022</i>
Commercial Container Service, per cubic yard <u>per</u> pickup; per month	\$8.16 <u>8.73</u>	\$8.73 <u>8.99</u>

Additional charges for waste tire disposal:

1. \$1.50 per passenger tire;
2. \$3.00 per truck/oversize tire;
3. \$15.00 per heavy equipment/off-road tire;

- b. Commercial establishments, as defined above, using cans shall pay per business or unit in the establishment:

	<i>Effective 10/01/2017 2021</i>	<i>Effective 09/30/2018 2022</i>
Per Business or Unit Commercial Can Service, per cubic yard pickup, per month	\$22.32 <u>23.88</u>	\$23.88 <u>24.60</u>

Additional charges for waste tire disposal as set forth in subsection (c)(1) of this section.

- c. The director shall further have the authority to charge an additional \$35.00, plus \$10.00 per cubic yard for extraordinary commercial pickup should extraordinary circumstances warrant;
- d. Commercial establishments, as defined above, using compactors shall pay:

	<i>Effective 10/01/2017 2021</i>	<i>Effective 09/30/ 2018 2022</i>
Commercial Compactor Service, per cubic yard pickup, per month	\$14.44 <u>15.45</u>	\$15.45 <u>15.91</u>

- (4) *Extraordinary service.* Where extraordinary service is required for other than commercial establishments pursuant to section 10-16(c)(3); there shall be a charge therefore determined by the director which charge shall not exceed the actual total cost to the city of collection and disposal.

(5) *Rental units.*

- a. Rental cubic yard container units shall be available for special service (e.g., unusual yard trash, construction, etc.) at a cost of \$40.00 per pickup.

The person requesting such unit shall either provide the director of public works with a utility account number to be charged (with written authorization from the holder of that account) or pay an advance fee of \$80.00, to be applied to the pickup fees. Any unused portion thereof will be refunded to the payor without interest.

- b. Rental open top roll-off containers shall be available at a cost not to exceed \$135.00 per pull, with a minimum charge equal to one pull every two weeks, plus the then-current fees charged for dumping such container in the Volusia County landfill and any overweight charges and fines attributable to the container.

- (6) *Recycling.* Each residential account shall be charged a monthly fee for recycling services. Such charge shall be included in the garbage fee and billed in accordance with section 10-17.

	<i>Effective 04/01/2019 10/01/21</i>	<i>Effective 09/30/2018 2022</i>
Residential Recycling, per month	\$4.68 <u>5.01</u>	\$5.01 <u>5.16</u>

SECTION TWO. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE. This Ordinance shall take effect on October 1, 2021.

PASSED UPON at the first reading of the City Commission, this 8th day of September, 2021.

PASSED UPON at the second reading of the City Commission this 22nd day of
September, 2021.

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

**CITY OF ORMOND BEACH, FLORIDA
SOLID WASTE**

RATES

RESIDENTIAL	Current	10/1/2021	9/30/2022
RESIDENTIAL PICKUP-MONTHLY	\$16.67	\$17.84	\$18.38
RESIDENTIAL CONTAINER PER CUBIC YARD PER PICKUP	\$8.16	\$8.73	\$8.99
RESIDENTIAL RECYCLING-MONTHLY	\$4.68	\$5.01	\$5.16
COMMERCIAL	Current	10/1/2021	9/30/2022
COMMERCIAL CONTAINER PER CUBIC YARD PER PICKUP	\$8.16	\$8.73	\$8.99
COMMERCIAL CAN SERVICE	\$22.32	\$23.88	\$24.60
COMMERCIAL COMPACTOR PER CUBIC YARD	\$14.44	\$15.45	\$15.91



CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Brian Rademacher, Economic Development Director

Date: September 8, 2021

Subject: 2022 City of Ormond Beach Legislative Action Agenda

Commission Goal: N/A

Introduction

This is a discussion item for the City Commission to consider a legislative action agenda for the 2022 State Legislative Session.

Background

The City Commission has annually participated in the presentation of legislative action items that reflect the City's needs. Staff works closely with Doug Bell, of Metz Husband & Daughton, PA (MHD), who represents the City's interests at the State Legislature. The Legislative representative reviews, on a continuing basis, all existing and proposed State of Florida policies, programs, and legislation affecting the City. MHD assists the City Commission, City Manager, and staff in the coordination and development of the City's legislative program, and meets with legislators and state agencies. Legislative issues may include: public safety, law enforcement, economic development, infrastructure improvements, transportation, environmental, revenue enhancement, and home rule issues.

State of Florida Funding Priorities

The environment remains a key focus of the Florida budget, with significant investments made for Fiscal Year 2021-22. As part of the \$4.5 billion in funding to protect our environment, agriculture and natural resources, the budget includes \$2.2 billion specifically for the Department of Environmental Protection (DEP).

Additionally, in Fiscal Year 2021-22, the budget included up to \$525 million in federal funding for the Wastewater Grant Program for water quality improvements, including septic conversions and upgrades, and up to an additional \$20 million in federal funding for Total Maximum Daily Loads.

Below is a list of FY 2021-2022 State of Florida appropriation requests from entities or local governments in Volusia County:

1. **Developmental Disabilities:** Easterseals Northeast Central Florida Autism Center of Excellence (Senate Form 1124) (HB 2441) \$250,000 (Local matching funds of \$157,920)
2. **Historic Properties Restoration:** Old Fort Wall Stabilization & Restoration - New Smyrna Beach (Senate Form 1573) \$900,000 (Local matching funds of \$80,000)
3. **Historic Properties Restoration:** Women's Club Stabilization & Restoration - New Smyrna Beach (Senate Form 1572) \$600,000 (Local matching funds of \$267,500)
4. **Local Law Enforcement - Fixed Capital Outlay:** Port Orange License Plate Readers (Senate Form 1249) (HB 3885) \$125,000 **(VETOED)** (Local matching funds of \$125,000)
5. **Private Colleges and Universities:** Embry-Riddle Aeronautical University Center for Aerospace Resilience - Space Optical Detection and Communication Capability (Senate Form 1742) (HB 3883) \$750,000 (No matching funds on this project)
6. **Water Project:** Deltona Eastern Water Reclamation Facility Expansion (Senate Form 1663) (HB 3815) \$300,000 (State match \$150,000 and Local match of \$1,050,000)
7. **Water Project:** South Daytona Reed Canal Stormwater Pond Stationary Pump (Senate Form 1056) (HB 3617) \$100,000 (Local matching funds of \$25,046)
8. **Water Project:** Volusia County Water Resiliency and Water Interconnect Project (Senate Form 1935) (HB 3881) \$400,000 **(VETOED)** (other (not Federal, State or Local) matching funds of \$810,000)

The Florida State Budget was equally focused on economic recovery and development, stating that it was more important than ever to maintain targeted investments in programs that support the creation of good jobs.

City staff is proposing a legislative agenda that closely aligns with priorities established at the State level. By focusing on Water Quality and Water Conservation, we believe we will have an increased opportunity for legislative funding.

Discussion

Staff has identified the following legislative funding request and policy issues for discussion and direction purposes. Staff is seeking direction on these items and any additional items the Commission may wish to add.

LEGISLATIVE FUNDING

ENVIRONMENT | WATER QUALITY & CONSERVATION

City staff has four shovel ready projects focused on water quality and conservation

to serve current and future residents of Ormond Beach. Ormond Beach is committed to environmental stewardship by reducing the negative impacts of pollutants to water bodies and providing clean water to its residents and visitors.

The City of Ormond Beach has made a commitment towards reducing discharge of treated wastewater effluent to water bodies within the next decade, which aligns with the recently adopted SB 64. Projects completed in the past decade have allowed the City to reduce the discharge of treated effluent from the City's water reclamation facility and further reduce nutrient loading to the Halifax river.

Improving water quality for its residents and visitors is critical. The City plans to implement the latest technology at the water treatment facility to meet current and future demand. The City's goal is to increase funding for water and water reclamation infrastructure to ensure our facilities operate at adequate capacity and highest efficiency. Provided below are a list of projects.

- (1) To implement a state-of-the-art water reclamation facility, the City seeks to pursue plant modifications and installation of a Ultraviolet (UV) disinfection system at the Water Reclamation Facility. Ultraviolet disinfection has been successfully used in the treatment of municipal wastewater for over 40 years providing a safe, environmentally friendly service that eliminates the need for chemicals and the potential for overdosing that can occur. This project proposes conversion of the existing chlorine contact chambers to UV treatment through the installation of an Ultraviolet light treatment system. This system provides a reliable disinfection of waste effluent, greatly reducing the use of chemicals treating the effluent later distributed as reclaimed water to City customers. Utilization of UV disinfection will upgrade the process utilized by our Water Reclamation Facility by reducing the reliance on chemical usage to ensure disinfection of the effluent stream. This reduction allows for the process to adjust to fluctuating flow rates that may affect the dosing of the chemicals utilized. This directly results in a more consistent product, whether directed as effluent for disposal or as reclaimed water to our customers. An operational cost savings is also realized when considering this reduction in chemical usage.
- (2) The City of Ormond Beach has been extremely successful in the expansion of its reclaimed water program. Additional transmission and storage capabilities will permit the City to provide a more reliable source of reclaimed water to customers further reducing effluent discharge. The following two projects are proposed:
 - a) Construction of a second reclaimed water transmission line across the Halifax River. A second main will provide redundancy to ensure that service can be maintained, but will also increase capacity to the City's beachside customers reducing effluent flow to the river.
 - b) Construction of an additional reclaimed water storage tank to serve the City's western service area. The tank will allow for an additional day of storage and buffering during the growing season where periods of rain and drought change frequently.

- (3) The City provides potable water service to residential, retail, and commercial customers throughout the City and obtains this water from four separate wellfields. Potable water demand is expected to increase. Given the anticipated need for additional raw water production, the City seeks to expand the Hudson Wellfield. This project would increase redundancy in our wells and bring needed additional capacity. This project includes construction of three additional wells within the Hudson Wellfield. The City's existing consumptive use permit included the construction of three new wells within the Hudson Wellfield which are estimated to pump 300 GPM resulting in an additional capacity of 1.29 MGD.
- (4) Included in City's Utility Master Plan is the residential sewer retrofit area of Magnolia/Oak Drive and Bonita Avenue. This project proposes the construction of a sanitary sewer collection system, including gravity sewers and pressurized force main transmission lines. This project is a good candidate for septic to sewer conversion because no additional pumping stations will be needed. This allows for the conversion of 76 residences from septic tanks to City of Ormond sewer. This project benefits the water quality of Misner's Branch, a tributary of the Tomoka River, by eliminating the flow of effluent water containing nitrogen and phosphorous. *This project would be pursued if sufficient resident interest is demonstrated.* Additionally, the City would pursue grant funding to reduce the financial burden for residents to convert their system, and the city would seek grant funding to reduce its financial burden.

POLICY PRIORITIES

In addition to advocating for Water Quality and Conservation, the City remains committed to promoting and advocating in the following areas:

- **Transportation** - Ormond Beach seeks to develop and maintain a balanced, efficient and safe transportation system. The City advocates for legislation that provides for technical assistance to support innovative improvements to transportation infrastructure. The City advocates for identifying additional transportation revenue to support infrastructure and transit projects to enhance our economic development opportunities and surging transportation demands, driven by growth throughout Florida, Volusia County, and Ormond Beach.
- **Economic Development** - To ensure the economic health and vitality of Ormond Beach, the City provides an environment allowing businesses to thrive through programs focused on business retention, expansion and attraction. The City supports increased funding for merit-based incentives that maximize economic development opportunities for these programs. Further, the City supports efforts to increase collaboration and technical assistance to help local government build economic resiliency and support entrepreneurship.
- **Home Rule** - Ormond Beach seeks to protect local self-government, in order to be able to continue local decision-making. The City believes it should retain the flexibility and independence to serve the needs of our local community to enact local laws.

Direction

Staff requests direction on the proposed legislative funding requests and policy priorities. That information will be formatted and brought back to the Commission for formal consideration at the September 22, 2021 meeting. This will provide sufficient preparation time for the Volusia Legislative Delegation meeting on Wednesday, October 6, 2021.

Attachments:

- Legislative Priorities Summary Overview (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 9/1/2021


Claire Whitley, Assistant City Manager 9/2/2021

APPROVED BY:


Joyce A. Shananan, City Manager 9/2/2021

2021-2022 LEGISLATIVE SESSION

- In the 2021-2022 Legislative Session 6 projects received appropriations in Volusia County.
- Two projects were water projects in South Daytona and Deltona. Two projects were Historic Preservation, and one project each for Higher Education and Development Disabilities.
- The projects included matching funds.

Water Projects	Reed Canal Storm-water Pond Stationary Pump (South Daytona) Eastern Water Reclamation Facility Expansion (Deltona)
Developmental Disabilities	Easterseals Northeast Central Florida Autism Center of Excellence
Historic Preservation	Old Fort Wall Stabilization & Restoration (New Smyrna Beach) Women's Club Stabilization & Restoration (New Smyrna Beach)
Higher Education	Space Optical Detection and Communication Capability (Embry-Riddle University)

ORMOND BEACH PROPOSED PRIORITIES

Environment | Water Quality & Conservation

Ormond Beach is committed to environmental stewardship by reducing negative impacts of pollutants to water bodies and providing clean water to its residents and visitors. The City of Ormond Beach has made a commitment towards reducing discharge of treated wastewater effluent to water bodies within the next decade.

In order to improve water quality the City intends to implement 21st century technology at the water treatment facility to meet future demand.

Policy Priorities

- **Transportation** The City advocates for legislation that provides for technical assistance to support innovative improvements to transportation infrastructure and identifying additional transportation revenue to support infrastructure and transit projects.
- **Economic Development** To ensure the economic health and vitality of Ormond Beach the City supports increased funding for merit-based incentives that maximize economic development opportunities for business development. The City supports efforts to increase collaboration and technical assistance to help local government build economic resiliency and support entrepreneurship.
- **Home Rule** Ormond Beach seeks to protect local self-government so to be able to continue local decision-making and the flexibility and independence to serve the needs of our local community.

WATER QUALITY & CONSERVATION PRIORITIES

Project	Estimated Cost	Brief Description	Match Available (Y/N)
UV-Disinfection Conversion at WRF	\$2.7 million	This system provides a reliable disinfection of waste effluent greatly reducing the use of chemicals treating the effluent later distributed as reclaimed water to City Customers.	Yes
Reclaimed Water Projects	\$2.6 million	The construction of a second transmission line for reclaimed water across the Halifax River and the construction of an additional reclaimed water storage tank to serve the City's western service area. Projects will provide redundancy and increase capacity.	Yes
Hudson Wellfield Expansion	\$2.3 million	This project will increase redundancy in our production well capability and provide for additional capacity. This project includes construction of 3 additional wells within the Hudson Wellfield.	Yes
Septic Tank Conversion of Magnolia/Oak Drive and Bonita Ave.	\$1.6 million	The construction of a sanitary sewer collection system including gravity sewers and pressurized force main transmission lines for the conversion of 76 residences This project benefits the water quality of Misner's Branch, a tributary of the Tomoka River by eliminating the flow of effluent water containing nitrogen and phosphorous.	Yes

PROCESS AND TIMELINE

The City will attend the Volusia County Legislative Delegation Meeting on Wednesday, October 6.

Staff will schedule one-on-one meetings with Volusia Delegates to discuss these initiatives prior to the start of the legislative session.

Session begins on Tuesday, January 10, 2022 through Friday, March 11, 2022. A detailed summary of the legislative session process and timing has been provided below.

2022 Legislative Session Process and Timing

I. Committee Weeks

- i. Monday, September 20 – Friday, September 24, 2021
- ii. Monday, October 11 – Friday, October 15, 2021
- iii. Monday, October 18 – Friday, October 22, 2021
- iv. Monday, November 1 – Friday, November 5, 2021
- v. Monday, November 15 – Friday, November 19, 2021
- vi. Monday, November 29 – Friday, December 3, 2021

II. Legislative Session

- i. Tuesday, January 10, 2022 – Friday, March 11, 2022