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RESOLUTION NO. 2014- 309

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

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

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

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

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

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 9th day of September, 2014.

  
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**LAMAR FISHER, MAYOR**

**ATTEST:**

  
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**MARY L. CHAMBERS, CITY CLERK**

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

This Contract is made and entered into on this 16th day of September 2014 by and between The City of Pompano Beach, a political subdivision of the State of Florida, hereinafter called the "CITY", and CrowderGulf Joint Venture, Inc., hereinafter called the "CONTRACTOR."

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

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

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

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

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

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

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

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

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

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

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

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

Whereas the CITY desires to utilize the solicitation in order to secure the disaster debris recovery services of the CONTRACTOR.

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

## **I. DEFINITIONS**

- A. ASH (as defined in Section IV.F.2)
- B. BULKY HOUSEHOLD WASTE/GARBAGE (as defined in Section IV.F.1.d)
- C. CONSTRUCTION AND DEMOLITION DEBRIS (as defined in Section IV.F.1.b)
- D. CONTRACT ADMINISTRATOR—the City Manager, or other person, designated in writing by the CITY as the primary contact person for the CONTRACTOR.
- E. ELIGIBLE DEBRIS (as defined in Section IV.F.1)
- F. FINAL DISPOSITION SITES—a City-approved landfill lawfully permitted to accept all non-recyclable Eligible Debris or a City-approved recycling facility, broker or end-user permitted to accept recyclable Eligible Debris.
- G. GRANT COORDINATOR—the City Manager, or other representative, who is designated (in writing) by the CITY to be the primary contact person for the administration of the FEMA public assistant grants and shall act as liaison between FEMA and the CITY. (as defined in Section VII.A.)
- H. HAZARDOUS AND/OR TOXIC WASTE (as defined in Section IV.F.1.f)
- I. HOT SPOTS—areas within the city of Pompano Beach where residents are in immediate need of debris removal assistance or illegal dumpsites that may pose health and safety threats. (as defined in Section V.D.9.)
- J. INELIGIBLE DEBRIS (as defined in Section IV.F.3)
- K. LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT AND NONPROCUREMENT PROGRAMS—FEMA list identifies those parties excluded throughout the U.S. Government from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits. (see Section IV.G.4.)
- L. LOAD TICKET—a serialized, four-part or electronic form used to record and document volumes of Eligible Debris collected by the CONTRACTOR. (as defined in Section V.I.)
- M. NATIONAL RESPONSE CENTER—the sole national point of contact for reporting oil, chemical, radiological and biological discharges. (see Section VI.I.3.)
- N. NOTICE TO PROCEED—written approval issued to the CONTRACTOR by the CITY to begin mobilization for disaster recovery work. (see Section III.C.-E.) The City manager (or other designee(s) identified by the City Manager in written form prior to activation) will be the only person able to issue a notice to proceed on behalf of the CITY unless modified by a written list of persons authorized by the City Manager to issue such notice. Written notice to proceed may be delivered to CONTRACTOR via fax machine, overnight carrier or delivered in person to the CONTRACTOR representative. CONTRACTOR will provide a contact list (including name, address, position, telephone, cell phone, fax and e-mail address) of persons authorized to receive the NTP within seven (7) days of execution of the contract. Said list will become an attachment to this contract.

- O. PASSES—the number of times the CONTRACTOR passes through the assigned Work Zone to collect all Eligible Debris. (as defined in Section V.F.)
- P. RECYCLABLES (as defined in Section IV.F.1.e)
- Q. RECYCLING FACILITY—a facility that recovers or reuses any Eligible Debris, such as metals, soils or construction materials that may have a residual monetary value for raw material in producing new products.
- R. RIGHT(S) OF WAY—public and/or private streets where residents have placed Eligible Debris at curbside in residential areas as is done with routine solid waste collection.
- S. TASK ORDER—written authorization issued to the CONTRACTOR by the CITY to define a specific scope of work and the time period authorized for the completion of stated services. (See Section III.E.-F.)
- T. DEBRIS MANAGEMENT SITE(S)—a CITY-approved location where Eligible Debris is temporarily stored until it is reduced in volume and/or taken to a Final Disposition Site.
- U. DEBRIS MANAGEMENT SITE TOWER INSPECTOR—the CITY’S authorized representative designated to inspect and verify each load of Eligible Debris that is delivered to the Debris Management Site(s).
- V. DEBRIS MANAGEMENT SITE SUPERVISOR—the CITY’S authorized representative designated to monitor the Debris Management Site operations performed by the CONTRACTOR.
- W. TIPPING FEE—a fee based on weight, or volume, of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs.
- X. WHITE GOODS (as defined in Section IV.F.1.c)
- Y. WOODY VEGETATIVE AND YARD DEBRIS (as defined in Section IV.F.1.a)
- Z. WORK ZONE—the designated area within the City of Pompano Beach that the Contract Administrator, or authorized representative, has assigned to the CONTRACTOR to perform Eligible Debris removal and hauling services.
- AA. WORK ZONE MONITOR—the CITY’S authorized representative designated to inspect and validate each load of Eligible Debris that is removed from the assigned Work Zones.
- BB. WORK ZONE SUPERVISOR—the CITY’S authorized representative designated to maintain the overall organization/coordination of the Eligible Debris collection in the assigned Work Zone.

## II. ACRONYMS

- A. C & D – Construction and Demolition
- B. CA – Contract Administrator
- C. FEMA – Federal Emergency Management Agency
- D. NTP – Notice To Proceed
- E. ROW – Right(s) of Way
- F. DMS –Debris Management Site(s)



### III. GENERAL

- A. The purpose of this Contract is to provide Removal, Hauling, Disposal And Recycling of all Eligible Debris (as defined in Section IV.F.1.), to provide DMS Operations and Management of Eligible Debris generated as a result of natural or manmade disasters within the City of Pompano Beach, to provide Technical Assistance to CITY personnel and Additional Services, if needed, in accordance with the terms and conditions set forth herein.
- B. The Contract shall be for a one (1) year period, commencing on the date of award and terminating one (1) year from that date. The CITY may, at its discretion and with consent of the CONTRACTOR, extend the Contract under all of the terms and conditions contained in this Contract for four (4) additional one (1) year periods following Commission approval, and maintaining the same scope of services and terms and conditions as stated under the original Contract.
- C. All executed addendums to this agreement become part of this Contract for the remaining term(s).
- D. In the event service is scheduled to end because of the expiration of this contract, the CONTRACTOR shall continue to provide service upon the request of the CITY. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for services at the rate in effect when this extension clause is invoked by the CITY.
- E. Until a written notice to proceed (NTP) is issued by the CITY to the CONTRACTOR, no level of disaster recovery work is approved, guaranteed or implied under this Contract.
- F. Upon receipt of the written NTP, the CONTRACTOR shall commence mobilization of personnel and equipment.
- G. In addition to the NTP, the CITY shall issue a Task Order that shall set forth the specific scope of work and the time period authorized for completion of services to be performed by the CONTRACTOR.
- H. In the event that the CITY does not issue a NTP to the CONTRACTOR during the term of this Contract, it is understood by all parties that no guaranteed minimum amount of work is implied to the CONTRACTOR under this Contract.

### IV. STATEMENT OF WORK

#### A. Disaster Debris Removal, Hauling, Disposal and Recycling

- 1. The CONTRACTOR'S primary responsibilities are:

- a. Removal of Eligible Debris:

This shall mean the timely collection of eligible debris generated by natural or manmade disasters from public and/or private right(s) of way (ROW) as defined in Section I. R.

- b. Segregation of Eligible Debris:

This shall mean the separation of eligible debris by the CONTRACTOR at street/road level into six (6) categories: 1) woody vegetative and yard debris, 2) construction and demolition (C & D) debris, 3) white goods, 4) recyclables 5) hazardous and/or toxic waste (hazardous and toxic waste) and 6) any other disaster debris, such as bulky household waste/garbage, that FEMA deems is Eligible Debris.

- c. Hauling Eligible Debris from designated Work Zone as defined in Section I.Z.:

This shall mean the collection and transportation of Eligible Debris from the authorized and approved work areas to the Debris Management Site(s) (DMS) as defined in Section I.T., and/or the Final Disposition Site(s) as defined in Section I.F.

d. Final disposal and recycling of Eligible Debris:

This shall mean the transportation of non-recyclable Eligible Debris from the DMS to a landfill lawfully permitted to accept all non-recyclable debris, including ash from the DMS and approved by CITY. In addition, this shall also mean the transportation of all Eligible Debris considered recyclable to a recycling facility as defined in Section I.Q., broker or end-user approved by the CITY.

e. Management and Operations in the Work Zones:

This shall mean the supervision and direction of CONTRACTOR haulers in the assigned Work Zones; maintaining equipment staging area(s); and the responsibility for traffic control in the Work Zones.

f. Preparation of reports as the CITY may require:

This shall mean Load Tickets, daily volume/tonnage reports of Eligible Debris removed, equipment/vehicle lists, daily timesheet tickets, finished production reports, crew location reports, final disposal scale tickets, recycling volume/tonnage reports, FEMA forms and any other reports needed by the CITY to track expenses for debris removal operations.

2. The CONTRACTOR'S secondary responsibilities are:

a. Emergency street clearance of Eligible Debris from public and/or private rights of way (ROW) under the direction of the CITY:

This shall mean the cutting, tossing and/or pushing of debris from the primary transportation routes as identified and directed by the CITY. These services shall be performed for approximately the first 70 hours of the disaster, or with written authorization by the CITY.

b. Collection and removal of Eligible Debris from CITY-owned property, canals, waterways or other areas as directed by the CITY:

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

**B. Debris Management Site(s) Management and Operations**

1. The CONTRACTOR'S primary responsibilities are:

a. Management and Operation of the DMS:

This shall mean assisting CITY in the selection of DMS; establishing the DMS layout; the baseline soil and groundwater testing, intermittent testing, if needed, and soil and groundwater testing at the closure of the DMS; preparation, maintenance, supervision and safety of the DMS to accept and process all Eligible Debris in accordance with all local, state and federal rules, standards and regulations; erecting and maintaining roofed inspection tower(s); maintaining the DMS ingress, egress and interior roads for the entire period of DMS operations; the closure and restoration of the DMS to pre-work conditions;

- b. Segregation of all Eligible Debris prior to reduction:  
This shall mean the sorting and separation of Eligible Debris into distinct categories, including but not limited to woody vegetative and yard debris, C & D, white goods, bulky household garbage/waste, recyclables, tires, dead animals and hazardous and/or toxic waste;
  - c. Processing and reduction of Eligible Debris:  
This shall mean the reduction of Eligible Debris by such means as chipping, grinding and incineration provided a burn permit has been obtained and approved by the CITY.
  - d. Loading of Eligible Debris:  
This shall mean placing stored and/or reduced, Eligible Debris and recyclable materials into CONTRACTOR'S vehicles and initiating a Load Ticket for final disposition.
  - e. Disposal of ash, as defined in Section IV.F.2., produced by DMS operations:  
This shall mean the loading of the residue from Eligible Debris that has been incinerated at the DMS for transportation by the CONTRACTOR'S vehicles to a City-approved landfill lawfully permitted to accept the residue material.
  - f. Provide reports, as may be required, to the CITY and/or other agencies:  
This shall mean Load Tickets, daily tonnage/volume reports of Eligible Debris accepted at DMS, equipment/vehicle lists, daily timesheet tickets, finished production reports, FEMA reports and any other reports needed by the CITY to track expenses for debris storage and reduction services.
2. The CONTRACTOR'S secondary responsibility is:
- a. Acceptance, processing, reduction and loading of Eligible Debris received from various contractor or municipality haulers:  
This shall mean providing all DMS services to any other County, Municipality or authorized agent approved by the CITY to use these services and/or facilities.
  - b. Acceptance and disposal of ash residue from haulers other than City -contracted haulers is **not** permitted:  
This shall mean that ash produced from sources other than the City-approved DMS will not be accepted at the DMS for final disposal.

**C. Technical Assistance**

- 1. The CONTRACTOR'S primary responsibility is:
  - a. Assistance and guidance, as defined in Section VII., to CITY personnel in the completion of any and all forms necessary to apply for the reimbursement of expenses from state and federal agencies, including but not limited to FEMA.  
This shall mean assisting the CITY in the timely preparation, completion and submittal of Preliminary Damage Assessment documentation, Project Worksheet(s), Scope of Work and Cost Estimates, preparation of claim documentation for reimbursement requests, documentation support and consultation and negotiation services.
  - b. Training for CITY personnel on disaster recovery processes and procedures.  
This shall mean providing orientation and training sessions, as defined in Section VII.A.2., including but not limited to key city personnel and Business Unit representatives.

**D. Additional Services**

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

**E. CONTRACTOR'S Guaranteed Response Time**

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



- DMS Layout(s) and Operational plans
- Method used to record Eligible Debris tonnages/cubic yards
- Minimum processing/reduction rates at the DMS
- c. The multiple commitments shall be commensurate with the required minimum level of service for the varying degrees of severity of the disaster event.
- d. The determination as to which minimum level of service commitment is implemented shall be the responsibility of the CITY, and the decision shall be based on the actual severity and impact of the disaster event.
- 4. Once level of service commitments and action plans are approved, the CITY shall issue to the CONTRACTOR a written Task Order to designate specific scope(s) of work, work locations and maximum allowable time period for completion of designated work.

**F. Debris Classifications**

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

**G. Conduct of Operations**

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

**H. Work Hours**

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

**V. DISASTER DEBRIS REMOVAL, HAULING, DISPOSAL AND RECYCLING**

**A. Scope of Service**

1. The CONTRACTOR shall assist the CA, or authorized designee, in determining Work Zones within the City of Pompano Beach in order to facilitate crew tasking and to provide coordination with the CITY Work Zone Supervisor, as defined in Section I.BB., property owners and the public relative to the timing of passes.
2. The CONTRACTOR shall provide debris removal services from the Work Zone(s) designated on Exhibit B, to be created within seven calendar days of execution of the contract, attached hereto and incorporated herein, which shows the Work Zone List, including Descriptions and Maps.
3. The CONTRACTOR, with approval from the CA, shall establish and schedule collection routes and shall be responsible for coordinating deliveries with the designated DMS staff, disposal facilities staff and recycling facilities staff.
4. The CONTRACTOR shall collect the Eligible Debris from public and/or private ROW within the City of Pompano Beach and transport it to the DMS approved by the CA.
5. The collection, hauling or disposal of Ineligible Debris, as defined in Section IV.F.3. is not within the scope of this Contract.
6. If, however, the Ineligible Debris poses a threat to the health, welfare or safety of the community-at-large, the CITY may direct the CONTRACTOR, in writing, to handle, haul or dispose of Ineligible Debris. The CITY shall authorize such services and pay the CONTRACTOR for these services performed.
7. The CONTRACTOR is responsible for hauling the Eligible Debris from the DMS to a previously approved landfill that is permitted to accept non-recyclable debris. Recyclable materials shall be hauled to an approved recycling facility, broker or end user for further processing and/or marketing.
8. The CONTRACTOR shall make at least two (2) passes, as defined by Section V.F., through the designated Work Zones, or more, as required by the CA.
9. The CONTRACTOR shall not move from one designated Work Zone to another Work Zone without prior approval from the CA.
10. Separation or segregation of Eligible Debris at street level shall be performed by the CONTRACTOR as directed by the CA. Debris at the DMS shall be grouped into six (6) categories, as noted in Section IV.A.b. All materials in these categories shall be collected, including hazardous and toxic waste.
11. The CONTRACTOR shall keep Eligible Debris sorted at street level and shall haul segregated debris so debris categories are not combined or mixed together while being transported.
12. All work performed by the CONTRACTOR shall be done in conformity with all applicable federal, state and local requirements, regulations, and ordinances governing personnel, equipment and work place safety.
13. The CONTRACTOR shall operate in accordance with all Florida Department of Transportation standards including all pertinent traffic control techniques and procedures, as well as transportation of debris over roadways.
14. The CONTRACTOR shall be responsible for the control of pedestrian and vehicular traffic in the Work Zone. The CONTRACTOR'S traffic control personnel and equipment shall be in addition to the personnel and equipment necessary to perform all other work described in this Scope of Service.

15. The CONTRACTOR shall operate all trucks, trailers and all other equipment in compliance with all applicable federal, state and local rules and regulations.
16. All trucks/equipment shall be permanently numbered and shall be inspected by the CA, or an authorized designee, prior to their use by the CONTRACTOR. All equipment shall be in good working condition. The CITY reserves the right to deny the use of equipment not deemed to be in good working order.
17. The CONTRACTOR shall provide a serialized, four-part or electronic Load Ticket, as defined in Section V.I. The Load Ticket shall be initiated at the loading site in the Work Zone by the CITY'S Work Zone Monitor, as defined in Section I.AA. The final disposition Load Ticket shall be initiated at the DMS by the CITY'S DMS Tower Inspector, as defined in Section I.U.
18. The equipment staging area(s) for the CONTRACTOR'S use shall be established in cooperation with the CA, and it is the CONTRACTOR'S responsibility at the equipment staging area(s) to monitor fueling and equipment repairs to prevent and mitigate spills, including but not limited to, petroleum products, hydraulic fluids and synthetic oils or lubricants. No major equipment repairs are to be performed at the staging area.
19. The CONTRACTOR shall also set up plastic liners, when necessary, under stationary equipment such as generators and mobile lighting equipment. If a spill occurs, it shall be the responsibility of the CONTRACTOR to notify the CA and to clean up the spill immediately at the CONTRACTOR'S own cost.
20. The CONTRACTOR shall provide the CA with daily reports and electronic spreadsheets that disclose the cubic yards/tonnage removed from the assigned Work Zone for the current day, as well as cumulative totals and other reports or information the CITY deems necessary, including reports described in Section IV.A.e., to detail the progress of debris removal, disposal and recycling.
21. The CONTRACTOR'S supervisory personnel shall communicate with the CA daily to determine progress of debris removal work, including but not limited to the locations of CONTRACTOR crews, status of clean up efforts in assigned Work Zones and any property damages arising out of or relating to the work performed by the CONTRACTOR.
22. The CONTRACTOR shall comply with all applicable FEMA guidelines when performing disaster debris recovery services.
23. The CITY reserves the right to inspect the Work Zone(s), verify quantities of debris and review operations and equipment at any time.
24. The CITY may initiate additions, deletions or other modifications to the Scope of Service by written change order.

**B. Performance Schedule**

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



designated Work Zone and any other reports that may be required by the CA as defined in Section VII.C.

**C. Certification of Load Carrying Capacity**

1. Prior to commencing debris removal operations, the CONTRACTOR shall present to the CA, or authorized representative, all trucks, trailers and other equipment that will be used for transporting debris for the purposes of determining hauling capacity in cubic yards.
  - a. The measured volume of each piece of equipment shall be calculated from the actual physical, inside measurement performed by the CONTRACTOR and an authorized representative of the CITY. Maximum volumes may be rounded up to the nearest cubic yard, if the incremental measurement is 0.5 cubic yards or more. If less than 0.5 cubic yards, the maximum volume will be rounded down to the nearest cubic yard.
  - b. Truck measurements and volume capacity, including any volume adjustments, deductions or comments, shall be dated and recorded on the Truck and Trailer Volume Measurement form(s).
  - c. The CONTRACTOR and CITY representative shall sign and date the Truck and Trailer Measurement form certifying the actual physical, inside dimension measurement and volume capacity of each piece of equipment presented.
  - d. The purpose of this measurement shall be for daily production reporting purposes, when actual weight measurements are not possible.
2. The CONTRACTOR shall submit to the CITY within 30 days of execution of the NTP, a Vehicle and Equipment List, which will be attached hereto and incorporated herein as Exhibit C, that indicates the name of the CONTRACTOR, the name of the subcontractor, if any, type of vehicle and/or equipment, make and model, license plate number, CONTRACTOR'S assigned vehicle/ equipment number, tare weights, measured maximum volume in cubic yards and any other information required by the CA for the purpose of monitoring and inspecting performance.
3. The name of the CONTRACTOR, the hauling capacity, in cubic yards, as well as the assigned identification number, shall be recorded and marked on each vehicle and/or trailer with permanent markings. In addition, each CONTRACTOR truck shall prominently display a sign stating that it is a "City of Pompano Beach Storm Debris Removal" vehicle.

**D. Equipment**

1. All loading equipment shall be operated from the ROW using buckets, boom and grapple devices and/or hydraulic or mechanical lift systems to collect and load debris. The CONTRACTOR, without exception, shall not be permitted to hand load trucks/trailers unless prior, written authorization is given by the CITY. No equipment shall be allowed behind the curb or outside of the defined roadway/shoulder unless directed by the CITY.
2. The CONTRACTOR is responsible for determining and complying with applicable requirements for securing loads while in transit. At a minimum, the CONTRACTOR shall assure that all loads are transported without threat of harm to the general public, private property and/or public infrastructure.
3. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be measured and marked for its load capacity, and be equipped with a tarp or load cover and a solid tailgate that will effectively contain

the debris during transport and permit the truck to be filled to capacity (which means the tailgate must be the same height as the sideboards on the truck).

4. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The CA or authorized representative must approve all requests for extensions to the bed, and any such extensions shall not be removed without prior CITY approval.
5. Any adjustments made to the truck configuration, after the truck has been measured and the cubic yard capacity has been recorded, must be reported to the CA immediately. With CITY approval, the truck shall be re-measured, another Truck and Trailer Volume Measurement form must be dated and completed, the truck signage must be changed and field personnel must be notified of the change to the cubic yard capacity.
6. Equipment used under this Contract shall be rubber-tired and sized properly to fit loading conditions. Excessive sized equipment (60 cu.yds. or larger) and non-rubber-tired equipment must be approved by the CA.
7. Trucks/equipment shall be inspected and approved by CA or authorized representative prior to its use by the CONTRACTOR.
8. Trucks or equipment that is designated for use under this Contract shall not be used for any other work during the working hours of this Contract.
9. In anticipation of certain "hot spots," as defined in Section I.I. and the need to quickly respond to certain calls or areas, the CONTRACTOR shall make two "Helping Truck" crews available each day. These trucks can be quickly dispatched to accommodate residents in immediate need. In addition, these trucks will provide a visible form of "advertising" in neighborhoods showing residents that the debris removal process is progressing and their needs are being met.

**E. Ownership and Disposal of Debris**

1. Upon collection from public and/or private ROW all debris, including the ash residue from the DMS, shall become the property of the CONTRACTOR.
2. The CONTRACTOR shall be responsible for either the lawful disposal or recycling of all debris collected and/or transported, including hazardous and toxic waste.
3. The CONTRACTOR shall use only City-approved disposal sites or recycling facilities unless prior written consent is obtained from the CITY.
4. Any revenue earned for recyclable materials recovered from the Eligible Debris shall be credited to the CITY to be applied against invoices received from the CONTRACTOR.

**F. Scheduled Passes**

1. The number and schedule of passes, as defined in Section I.O., shall be coordinated by the CA with sufficient time between each subsequent pass to accommodate reasonable preparation time needed by residents and/or City agencies.
2. The CONTRACTOR, as directed by the CA, shall make multiple, scheduled passes of each Work Zone impacted by the disaster, commensurate with the magnitude of the natural or manmade disaster.
3. The CONTRACTOR shall assign work crews and equipment so that the debris removal process will progress in a systematic and predictable manner.
4. At all times, the CONTRACTOR shall know the names and current location of all subcontractors and the location of all equipment under their direct supervision.

5. Residents may be advised of the number and schedule of passes through Public Service Announcements (PSA) initiated by the CITY, and the PSA shall advise residents to separate and place all Eligible Debris at the curbside of the ROW.

**G. Traffic Control**

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

**H. Use of Debris Management Site(s)**

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

**I. Load Tickets**

1. Serialized, four-part Load Tickets or electronic version, shown within Exhibit A, attached hereto and incorporated herein, shall be used for recording cubic yards/tons of Eligible Debris removed from Work Zones and for recording cubic yards/tons of debris removed from the DMS for final disposition at an approved landfill or recycling facility.
2. All tickets shall be distributed in numerical order and the numbering system shall be unique to the City of Pompano Beach. Numbers shall be recorded on a Load Ticket Log, attached hereto and incorporated herein within Exhibit A, by the CA or authorized designee. No Load Tickets shall be unaccounted for. If a Load Ticket is voided for any reason, at least one copy of the ticket must be retained by both the CONTRACTOR and the CITY for accounting purposes.
3. Each Load Ticket shall contain the following information:
  - Preprinted ticket number
  - Assigned vehicle/equipment number
  - VIN number (if, requested)
  - Vehicle/equipment driver's name
  - Contract number



- CONTRACTOR name
  - Date
  - Loading time
  - Dumping time
  - Maximum capacity in cubic yards
  - Load size, either in tons or cubic yards
  - Debris classification
  - Assigned Work Zone
  - Dumpsite location (DMS/final disposition site)
  - Work zone monitor's signature
  - Dumping site supervisor's signature (DMS/final disposition site)
4. The Load Tickets for debris hauling shall be completed upon arrival at the DMS and a new ticket initiated upon the departure of debris hauling trucks at the inspection tower(s) located at the entry/exit point for each DMS, to be completed at the final disposition site.
  5. Initial Load Ticket. The original Load Ticket shall be initiated by the Work Zone Monitor and used to record CONTRACTOR'S load information of Eligible Debris hauled to the DMS for storage and reduction.
    - a. The Work Zone Monitor, or an authorized CITY representative, shall prepare the initial Load Ticket at the designated Work Zone(s), providing all pertinent information, including departure time, and sign the Load Ticket indicating that all info contained on the form is correct.
    - b. The Work Zone Monitor shall give all copies of the initial Load Ticket to the CONTRACTOR'S hauler/driver prior to departure from the Work Zone.
    - c. Upon arrival at the DMS:
      - i. The CONTRACTOR'S hauler/driver shall give all copies of the initial Load Ticket to the CITY DMS Tower Inspector, as defined in Section I.U.
      - ii. The DMS Tower Inspector, or an authorized CITY representative, shall visually inspect each load hauled to the DMS to verify that the contents are in accordance with the definition of Eligible Debris.
      - iii. The DMS Tower Inspector shall note on the Load Ticket the arrival time of the CONTRACTOR'S truck/trailer.
      - iv. The DMS Tower Inspector and an authorized CONTRACTOR representative shall visually verify the load volume (in cubic yards) or weight (in tons, when a scale is available) recorded on the Load Ticket and any other information, including but not limited to the truck number, truck capacity and Work Zone location, as directed by the CITY.
      - v. The DMS Tower Inspector and the CONTRACTOR'S representative shall sign and date the Load Ticket to indicate acceptance of the load and the information recorded on it.
      - vi. The DMS Tower Inspector shall retain one copy of the Load Ticket for the CITY'S records, give one copy to the hauler/driver and give the remaining copies to the CONTRACTOR'S representative for the CONTRACTOR'S records.
  6. Final Disposition Load Ticket. The DMS Tower Inspector shall issue a new Load Ticket for the final disposition of Eligible Debris or recyclables for loads that originate at the DMS.



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

**J. Measurement**

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

## **VI. DEBRIS MANAGEMENT SITE(S) MANAGEMENT AND OPERATIONS**

### **A. Scope of Service**

1. The CONTRACTOR shall assist the CA, or authorized designee, in determining the selection of DMS within the City of Pompano Beach and shall provide DMS management and operational services at the approved DMS. The DMS List, Descriptions and Maps will be completed within thirty (30) days of execution of this contract, designated as Exhibit D, attached hereto and incorporated herein.
2. Upon approval of DMS selections by the CA, the CONTRACTOR shall submit a Site Layout Plan and Operations Plan to the CA for review.
3. At a minimum, the Site Layout Plan and Operations Plan shall address the following:
  - a. A list of DMS, including the site location, physical description of site, acreage available for use and a site map
  - b. Site management, including but not limited to point-of-contact and organizational chart
  - c. Accessibility to site
  - d. Traffic control procedures and on-site traffic patterns to avoid delays in moving debris
  - e. Measures taken to prevent any significant accumulation of debris at DMS. (Debris shall be constantly flowing to incinerators, grinders, and/or chippers, and the residue and materials that are not recyclable shall be hauled to the landfill and recyclables shall be hauled to recycling facilities, brokers or end-users.)
  - f. Site safety
  - g. hazardous and toxic waste materials plan
  - h. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic routes, buffer zones, storm water runoff, archeology, historic preservation, wetlands, endangered species, as appropriate
  - i. Remediation and restoration
4. The CITY may request that additional DMS be opened, if the need arises, and the CONTRACTOR shall have three (3) days following notification of new DMS to prepare a Site Operations Plan.
5. The CONTRACTOR shall provide all management, supervision, labor, machines, vehicles, tools and equipment necessary to accept, process, reduce and incinerate Eligible Debris and to load CONTRACTOR vehicles hauling debris to the Final Disposition Site or recyclables to the Recycling Facility.
6. The CONTRACTOR shall provide all other services and/or facilities of any nature necessary (including temporary power generation and base camps/housing for CONTRACTOR'S staff) to accomplish the Statement of Work and Scope of Service as described herein.
7. The CONTRACTOR shall manage and supervise the DMS to accept Eligible Debris collected under this Contract and other contracts or agreements approved by the CITY.
8. The CONTRACTOR shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, security and safety measures.
9. The CONTRACTOR shall set up plastic liners under stationary equipment such as generators and mobile lighting plants unless otherwise directed by the CA.
10. The CONTRACTOR shall direct traffic entering and leaving the DMS and shall supervise all dumping and loading operations at the DMS.

11. The CONTRACTOR shall be responsible for the sorting, separating and stockpiling of Eligible Debris at the DMS and shall ensure that the Eligible Debris remains segregated at the DMS.
12. DMS Supervisor shall ensure that all Eligible Debris is deposited in areas designated for that type of debris and, if needed, shall determine the appropriate dumpsite for any mixed loads of debris.
13. The CONTRACTOR shall be responsible for erecting an inspection tower at each DMS for the purpose of allowing CITY personnel to visually inspect and properly document loads arriving at the DMS. The tower shall accommodate four (4) employees, be constructed of materials acceptable to CITY, have a roof to facilitate the observation and quantification of debris hauled to the DMS (even in inclement weather conditions) and be constructed so that the safety of employees is guaranteed.
14. After obtaining prior approval from the CITY, the CONTRACTOR shall utilize tub grinders, chippers, shredders, air curtain incinerators and any other equipment necessary to reduce the volume of Eligible Debris.
15. Before white goods received at the DMS that contain Freon are hauled to the Final Disposition Site, the CONTRACTOR shall remove and dispose/recycle all the Freon in accordance with applicable regulatory requirements. The CONTRACTOR shall be responsible for and shall provide all manpower and equipment necessary to load CONTRACTOR'S vehicles at the DMS for final disposition of reduced debris and/or recyclable materials.
16. The CONTRACTOR shall establish lined temporary storage areas for ash, any hazardous and toxic waste, fuels and other materials that may contaminate soils, runoff or groundwater at the DMS.
17. The CONTRACTOR shall be responsible for the removal of hazardous and toxic waste from the DMS, including loading of hazardous and toxic waste at the site and properly disposing of the hazardous and toxic waste.
18. Upon completion of the debris reduction process, the CONTRACTOR shall clear the DMS of all debris, including hazardous and toxic waste, and restore the site to its previous condition and use to the satisfaction of the CA. Restoration will take place within thirty (30) days after the conclusion of the CONTRACTOR'S activities.
19. The CONTRACTOR shall comply with local, state and federal safety and health requirements.

**B. Performance Schedule**

1. The CONTRACTOR shall commence work under this Contract only upon receiving a written NTP from the CITY and shall continue until the CITY determines the work is complete.
2. In conjunction with the NTP, the CITY shall issue a written Task Order which shall designate the DMS and the maximum allowable time to complete the scope of service, as mutually agreed by the CITY and the CONTRACTOR upon the assessment of the amount of debris produced.
3. The CONTRACTOR is required to process and reduce Eligible Debris at a specified hourly processing rate. The required minimum reduction/disposal rate shall be achieved no later than the third calendar day after receipt of a written Task Order. This minimum production rate shall be increased in the event the CITY exercises the option for additional reduction capacity, either by supplying additional equipment or opening another DMS. This rate shall be determined, in part, by the severity of the

disaster and the amount of debris produced and shall be equitably negotiated by the CITY and the CONTRACTOR.

4. All site remediation work, including site restoration prior to close-out, shall be completed within thirty (30) calendar days after receiving written notice from the CA that the last load of debris has been delivered, unless the CITY initiates additions or deletions to the Contract by written change order(s). Subsequent changes in completion time shall be equitably negotiated by both parties pursuant to applicable state and federal law.

**C. DMS Considerations**

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



posted at each entrance to direct traffic to the site unless otherwise approved by CITY.

**D. DMS Closure Requirements**

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

**E. Equipment**

1. The CONTRACTOR shall provide all equipment necessary to prepare the site, accept Eligible Debris, stockpile the debris, feed the chippers, grinders and air curtain incinerator(s), remove ash from the incinerator(s), load all ash residue for disposal load all DMS debris and any other necessary equipment for final disposition.
2. Prior to the commencement of Eligible Debris storage and reduction operations at the DMS, the CONTRACTOR shall submit to the CITY a Vehicle and Equipment List, attached hereto and incorporated herein as Exhibit C, that indicates the name of the CONTRACTOR, the name of the subcontractor, if any, type of vehicle and/or equipment to be used for debris handling, sorting, processing, incinerating and loading, including manufacturer's name, model and horsepower (including all air curtain incinerators), license plate number and any other information required by the CA for the purpose of monitoring and inspecting performance.
3. All equipment must be in compliance with applicable federal, state and local rules and regulations.
4. All equipment and operator qualifications shall meet the requirements of federal, state and local safety and health requirements.
5. Equipment which is designated for use under this Contract shall not be used for any other work during the working hours of this Contract.
6. Reduction of Eligible Debris may be accomplished by chipping and grinding, provided the processing rate defined in Section VI.B.2. can be maintained. (Section VI.F. specifies requirements for chipping and grinding procedures.)
7. If approved by the CITY, the reduction of burnable Eligible Debris shall be accomplished by portable air curtain incinerators, pursuant to Section VI.F incinerators herein.

**F. Chipping and Grinding**

1. The CONTRACTOR shall use chipping/grinding as a method of woody debris reduction. Because the volume reduction achieved by chipping/grinding may not be as great as the volume reduction achieved by incineration, incineration is the preferred method for debris reduction.
2. The average chip size produced shall be dependent on the needs of the end user, but typically should not exceed 4 inches in length and ½ inch in diameter.
3. Contaminants are all materials other than wood products. Contaminants must be held to 10% or less for the chips or mulch to be acceptable. Plastics shall be eliminated completely. To help eliminate contaminants, root rake loaders should be

used to feed or crowd material to the chipper/grinder. Bucket loaders are not to be used. The use of manual laborers shall be utilized to pull out contaminants prior to feeding the chipper/grinders. Shaker screens shall be used when processing stumps with root balls or when large amounts of soil are present in the vegetative, woody debris.

4. Chips/mulch should be stored in piles no higher than 15 feet and shall meet all federal, state and local laws.

**G. Portable Air Curtain Incinerators**

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

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

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

- b. Segregation and removal of hazardous and toxic waste from the debris stream prior to the recovery of other debris and sorting and additional recovery of hazardous and toxic waste within each DMS.
- 5. All recovered hazardous and toxic waste shall be removed to a proper disposal site or temporarily stored in the hazardous and toxic waste disposal areas constructed within each DMS.
- 6. Hazardous and toxic waste shall be collected and removed from the DMS by the CONTRACTOR'S Hazardous and/or Toxic Waste Recovery and Disposal personnel.

**I. CONTRACTOR hazardous and toxic waste Spills**

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

**J. Load Ticket**

See Section V.I. herein.

**K. Measurement**

See Section V.J. herein.

**VII. ADDITIONAL ASSISTANCE**

**A. Technical Disaster Recovery Assistance**

- 1. Grant Administration
  - a. The CITY'S appointed Grant Coordinator (as defined in Section I.G.), or an authorized designee, shall manage and direct grant project application(s), documentation and the reimbursement/close-out process.



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



administrative allowances, donated resources and labor timesheets and repair expenses.

- c. The CONTRACTOR shall assist CITY personnel in the review of documentation for accuracy, quality and completeness before submitting for payment of claims.
  - d. The CONTRACTOR shall assist CITY personnel in the preparation and submittal of any and all necessary cost substantiation requests, replies to any and all agency inquiries and/or appeals to any and all agency denials.
6. Consultation and Negotiation Services
- a. The CONTRACTOR shall provide guidance to CITY personnel on issues involving federal and state reimbursement of disaster-generated expenses.
  - b. The CONTRACTOR shall assist CITY personnel in negotiations with federal and state officials.
  - c. The CONTRACTOR shall assist CITY with the exploration of alternative funding options through other federal or state programs, including but not limited to the Environmental Protection Agency and the US Department of Agriculture.

**B. Additional Services/Compensation**

1. If, upon written agreement by the CITY and the CONTRACTOR, the CONTRACTOR shall perform additional services beyond the Scope(s) of Service in this Contract, and if such additional services are not required as a result of error, omission or negligence of the CONTRACTOR, then, in such an event, the CONTRACTOR shall be entitled to additional compensation.
2. The additional compensation shall be computed, using the attached Pricing Schedule(s), by the CONTRACTOR on a revised Minimum Level of Service Commitment(s) and/or Plan(s) of Action proposal(s) and submitted to the CA, or an authorized representative, for review and approval by the CITY. The cost and timeframe for the completion of services shall be agreed upon before commencement of any additional services by the CONTRACTOR. The Minimum Level of Service Commitment(s) and/or Plan(s) of Action shall be incorporated into this Contract by a written Amendment.
3. Upon acceptance of the Minimum Level of Service Commitment(s) and/or Plan(s) of Action, the CITY shall issue a Task Order to the CONTRACTOR, and the Scope of Work shall be performed by the CONTRACTOR according to the approved terms.
4. Any additional service or work performed before a written Amendment to this Contract shall not be compensated by the CITY.
5. Additional Services that may be requested by the CITY include but are not limited to the following:
  - a. Private Property Demolition and Debris Removal—The CONTRACTOR shall operate beyond the public ROW only as identified and directed by the CITY. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to the public health and safety of the community and shall include but is not limited to the demolition of structures and the removal and relocation of the debris to the public ROW.
  - b. Marine Debris Removal—The CONTRACTOR shall clear canals and waterways of marine debris only as identified and directed by the CITY.
  - c. Hazardous and toxic waste Disposal—The CONTRACTOR shall collect, transport and dispose of hazardous and toxic waste in accordance with all applicable federal, state and local laws, standards and regulations as directed by the CITY. The coordination for hazardous and toxic waste removal and disposal

at a lawfully permitted disposal facility shall be the responsibility of the CONTRACTOR.

- d. Dead Animal Carcasses—As identified and directed by the CITY, the CONTRACTOR shall collect and haul dead animal carcasses, including but not limited to dead livestock, poultry and large animals that pose an imminent and significant threat to public health and safety, to the DMS and/or Final Disposition Site at an approved landfill.
  - e. Fallen Trees—Any Eligible Debris, such as fallen trees, which extends onto the ROW from private property, shall be cut by the CONTRACTOR at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed by the CONTRACTOR.
  - f. Hazardous Stumps—Any Eligible Debris, such as hazardous stumps, that poses a threat to life, public health and/or safety shall be identified by the CONTRACTOR and reported to the Work Zone Monitor. The CONTRACTOR shall remove all stumps that are determined to be hazardous to public access and as directed by the CITY. The CITY reserves the right to process stumps based on a per unit or on a yardage basis. Stumps converted to yardage will be based on FEMA May 15, 2007 publication DAP9523.11 stump conversion table and paid at the per yard regular vegetation rate. Stumps shall be hauled to the DMS where they shall be processed in accordance with all applicable Federal, State and local laws, standards and regulations
  - g. Fill Dirt—As identified and directed by the CITY, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety.
  - h. Sand Screening—The CONTRACTOR shall screen all sand to remove Eligible Debris deposited as a result of a natural or manmade disaster. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach. Eligible Debris removed from the sand shall be collected, hauled and processed at the DMS.
  - i. White Goods—The CONTRACTOR shall recycle all eligible white goods as defined in Section IV.1.c. in accordance with all federal, state and local rules, regulations and laws. There is no additional payment for the handling of white goods. The cost is included in the cubic yard price for debris removal.
  - j. Freon Recovery. Any white goods that may contain Freon, such as refrigerators, freezers or air conditioners, shall have the Freon removed by the CONTRACTOR at the DMS or final disposition site in accordance with all federal, state and local rules, regulations and laws.
6. The CONTRACTOR shall offer the following additional services to the CITY at no cost:
- a. Assistance and Training—as defined in Section VII.A.
  - b. Preliminary Ground level Damage Assessment—Upon request from the CITY before a written Task Order is issued, the CONTRACTOR shall provide a qualified, authorized representative to accompany the federal, state and/or local Preliminary Damage Assessment team responsible for determining the ground level impact and magnitude of the disaster event before federal assistance is requested. In addition, the CONTRACTOR shall assist CITY personnel in

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

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

### **C. Reporting**

- 1. Commencing with the issuance of a Task Order, the CONTRACTOR shall submit a daily report to the CA that fully and completely describes the CONTRACTOR’S operations conducted that day.
- 2. The daily report shall contain, at a minimum, the following information:

- a. Contractor's Name
  - b. Contract Number
  - c. Date of work performed
  - d. Subcontractor's Name(s)
  - e. Work Zone Crew (total number of personnel and vehicle/equipment in operation that day)
  - f. Employee daily time tickets, for hourly rates if needed
  - g. Location of Work Zone
  - h. Location of DMS
  - i. Daily and cumulative totals of debris collected
  - j. Daily and cumulative totals of debris processed, to include method(s) of processing, by debris category
  - k. Daily estimate of hazardous and toxic waste segregated, and cumulative amount of hazardous and toxic waste placed in the designated holding area
  - l. Copies of Load Tickets for day
  - m. Copies of Damage Reports and Resolutions
  - n. Any inspections conducted by federal, state or local government agencies
  - o. Any damages to private property caused by CONTRACTOR operations
  - p. Any problems encountered or anticipated
3. The CONTRACTOR shall submit daily projection reports, which shall outline an action plan indicating estimates of Eligible Debris collection/transportation and debris reduction with a one-, two- and seven-day forecast.
  4. At completion of work performed under this Contract, the CONTRACTOR shall prepare and submit a detailed description of all Eligible Debris collection and transportation activities conducted, including but not limited to, total volume/tonnage of debris collected and hauled; a detailed description of all debris reduction activities conducted, including but not limited to, total volume/tonnage of debris received and loaded for final disposition, by category; the total cost of the project; any lessons that may have been learned for improving operations in the future; and any other additional information or recommendations as may be necessary to adequately document the conduct of debris management operations.

## **VIII. INVOICING**

- A. The CONTRACTOR shall invoice the CITY on a monthly basis commencing with the first day of the month following the first full month of service(s) for work satisfactorily completed.
- B. The invoice submitted by the CONTRACTOR to the CITY shall be an original invoice and not a faxed copy or carbon copy.
- C. The invoice shall be sent to:  
City of Pompano Beach  
Attention: Public Works Director  
P.O. Drawer 1300  
Pompano Beach, FL 33061
- D. The CONTRACTOR (on the first of each month) shall be entitled to invoice for 90% of the line items after work is completed on a monthly basis.
- E. The invoice shall be completed and signed by the CONTRACTOR.



- F. The invoice shall describe the work performed during the invoice period and be supported by such data as the CITY may reasonably require to include but not limited to the following:
  - 1. Each invoice shall contain verification of each cubic yardage/tonnage collected and hauled by the CONTRACTOR by attaching a copy of each Load Ticket.
  - 2. Each invoice shall also contain a summary sheet indicating, daily totals of verified load receipts and invoice amounts.
- G. The CITY may temporarily remove any disputed amount, by line item, from the invoice for review.
- H. The CONTRACTOR shall be notified of the disputed charge within ten (10) working days of the date on which a proper invoice (as defined in FS 218.72.1) is received by the CITY.
- I. The CONTRACTOR shall provide clarification and a satisfactory explanation of charges to the CITY prior to payment of those charges.
- J. Payment for verified and authorized work completed shall be made to the CONTRACTOR within 45 days after the date on which a proper invoice (as defined in FS 218.72.1) is received by the CITY.
- K. Upon receipt of the CONTRACTOR'S invoice and written approval of same by the CITY'S authorized representative, the CITY shall pay the CONTRACTOR through payment issued by the Clerk of the Court pursuant to the Florida Prompt Payment Act.
- L. The CONTRACTOR will be subject to audit by federal, state, and local agencies upon request by said parties.
- M. Payment to the CONTRACTOR for services outlined in this Contract shall not be contingent on funding from one source.

## **IX. PAYMENT**

- A. The CONTRACTOR shall be compensated for the removal, hauling, disposal and processing (separation, chipping grinding and incineration) of only Eligible Debris.
- B. If any load is determined to contain material other than Eligible Debris, the load will not be accepted, and the CONTRACTOR will not be paid for removing, hauling, disposing or processing that load.
- C. The CITY may direct the CONTRACTOR to handle Ineligible Debris if that debris poses a threat to the health, welfare or safety of the community-at-large. If such services are required, the CITY shall give prior written authorization for the handling of this debris and the CITY shall pay the CONTRACTOR for these services performed.
- D. Payment for work completed by the CONTRACTOR shall be invoiced on a monthly basis, commencing with the first day of the month following the first full month of service. Invoices shall be based on verified and approved cubic yard/tonnage quantities from the daily operational reports and valid Load Tickets signed by the CITY'S authorized representative.
- E. Payment for verified and authorized work completed shall be made to the CONTRACTOR within 45 days after the date on which a proper invoice (as defined in FS 218.72.1) is received by the CITY.
- F. Pursuant to the Pricing Schedule and Hourly Pricing Schedule, Exhibit E, attached hereto and incorporated herein, the CONTRACTOR shall invoice the CITY for the following:
  - 1. The removal, hauling and disposal of Eligible Debris (as defined in Section V.):
    - a. each validated load picked up at the designated Work Zone, hauled to and dumped at a DMS; and

- b. each validated load hauled from the DMS for final disposition at a City-approved landfill or recycling facility; and
  - c. tipping fees incurred at a City-approved landfill based on the current tipping fee at the time of disposal.
- 2. DMS Management and Operations (as defined in Section VI.) including:
  - a. selection, preparation and layout of site;
  - b. management, maintenance and operation of the DMS;
  - c. the sorting, segregation, processing and reduction (chipping, grinding or incinerating);
  - d. groundwater and soil testing;
  - e. furnishing materials, supplies, labor, tools and equipment necessary to perform services;
  - f. providing traffic control, dust control, erosion control, inspection tower(s), lighting, ash and hazardous and toxic waste containment areas, fire protection, permits, environmental monitoring, and safety measures;
  - g. loading reduced/stored and initiating Load Tickets for final disposition; and
  - h. closure and remediation of DMS.
- 3. Additional Services (as defined in Section VII.B.5.):
  - a. Additional services, including but not limited to the services listed below shall be performed by the CONTRACTOR upon issuance of a Task Order by the CITY:
    - i. Private Property Demolition and Debris Removal
    - ii. Marine Debris Removal
    - iii. Hazardous and/or Toxic Waste Disposal
    - iv. Dead Animal Carcasses
    - v. Fallen Trees
    - vi. Hazardous Stumps
    - vii. Fill Dirt
    - viii. Sand Screening
    - ix. Freon Removal
  - b. The CONTRACTOR shall offer the following additional services to the CITY at no additional cost (as defined in Section VII.B.6.):
    - j. Training and Assistance
    - ii. Preliminary Damage Assessment
    - iii. Mobilization and Demobilization
    - iv. Mobile Command Unit
    - v. Temporary Storage of Documents
    - vi. Debris Planning Efforts
    - vii. Closure and Remediation of DMS
    - viii. Reporting and Documentation
  - c. Travel and Per Diem Costs incurred by the CONTRACTOR, or any employees/subcontractors of the CONTRACTOR, during the term of this Contract shall be paid by the CONTRACTOR. The CITY will not pay any Travel or Per Diem costs incurred by the CONTRACTOR.
- I. Other than the rates described herein, the CONTRACTOR shall not be entitled to payment for expenses, fees or other costs incurred at any time and in any connection with performance of work under the Contract.

- J. Any CONTRACTOR or subcontractor that is identified on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs (as defined in Section I.K.) shall not be authorized to perform services as outlined in the Scope of Service and the said CONTRACTOR/subcontractor shall not be paid for any services performed.
- K. At the request of either party, the CITY may modify the CONTRACTOR'S Pricing Schedule for each subsequent contract year, after the first contract year, and the new Pricing Schedule shall be increased by multiplying the Consumer Price Index (CPI) by 75%. The formula shall be as follows:  
$$\text{Contractor Fee} \times (1 + 75\% \text{ of CPI}) = \text{Subsequent Year Fee}$$
  - 1. The CPI shall be calculated as the lesser of a twelve (12) month average of the United States All Urban or Southern All Urban Consumer Price Index based on the information from the Bureau of Labor Statistics, Southeastern Regional Office for the twelve (12) months ending December 31 preceding each new contract year.
  - 2. If the CPI is discontinued or substantially altered, the CITY may select another relevant price index published by the United States government or by a reputable publisher of financial or economic indices.
- L. The CONTRACTOR shall be entitled to invoice the CITY for 90% of the line items, after work is completed, on a monthly basis (the first of each month). The remaining 10% will become due after all Eligible Debris is properly processed and disposed of at the final disposition site(s), the DMS final closure and remediation process is approved by the CITY, all subcontractors and material suppliers verify that they have been paid and the CONTRACTOR submits a proper, final invoice.
- M. Final payment shall be released to the CONTRACTOR upon approval by the CA.

**X. OTHER CONSIDERATIONS**

- A. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment, safely operated, for all tasks.
- B. Safety of the CONTRACTOR'S personnel and equipment is the responsibility of the CONTRACTOR.
- C. Additionally, the CONTRACTOR shall employ when possible local area vendors qualified to assist in the Debris Recovery Services operation.
- D. The CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this Contract.
- E. The CONTRACTOR must be duly licensed in accordance with the state's statutory requirements to perform the work.
- F. The CONTRACTOR shall be responsible for determining what permits are necessary to perform work under the Contract. The CONTRACTOR shall obtain all permits necessary to complete the work. Copies of all permits shall be submitted to the CA.
- G. If burning as a method of reducing Eligible Debris is determined as necessary by the CITY, the CITY shall assist the CONTRACTOR in obtaining a burn permit to allow air curtain incineration at the DMS.
- H. The CONTRACTOR shall be responsible for taking corrective action in response to any notices of violations issued as a result of the CONTRACTOR'S or any subcontractor's actions or operations during the performance of this Contract. Corrections for any such violations shall be at no additional cost to the CITY.
- I. Any and all CONTRACTOR documents, records, disks, original drawings, photos, videos or other information shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY.



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

#### **XI. INDEPENDENT CONTRACTOR**

- A. All employees of the CONTRACTOR shall be, at all times, the sole employees of the CONTRACTOR under its sole discretion and not an employee or agent of the CITY.
- B. The CONTRACTOR shall supply competent and physically capable employees who shall have and wear proper identification.
- C. The CITY reserves the right to require the CONTRACTOR to remove any employee the CITY deems careless, incompetent, insubordinate or otherwise objectionable.

#### **XII. OTHER CONTRACTS**

- A. The CITY reserves the right to issue other contracts or direct other contractors to work within the Scope(s) of Service included in this Contract.
- B. The CONTRACTOR shall be required to cooperate with other contractors relative to providing information requested in a timely manner and in the specified form.

#### **XIII. CITY OBLIGATIONS**

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

#### **XIV. TERMINATION**

- A. This Contract may be terminated by the CITY upon thirty (30) days advance written notice to the CONTRACTOR at the primary business address as designated on the signature pages ; however, if any work or service hereunder is in progress but not



completed as of the date of termination, then this Contract may be extended upon written approval from the CITY until said work or services are completed and accepted by the CA.

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

## **XV. FORCE MAJEURE**

### **A. Force Majeure**

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

### **B. Events**

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

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

### **C. Economic Hardship**

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

#### **D. Modification**

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

#### **XVI. LIQUIDATED DAMAGES**

- A. The CONTRACTOR and CITY agree that the CONTRACTOR'S compliance with the terms of this Contract is of great importance. As such, the CITY, or an authorized representative, shall monitor, inspect and verify the CONTRACTOR'S activities for compliance.
- B. The CONTRACTOR and CITY acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would, or might, be incurred by the CITY due to the CONTRACTOR'S failure to comply with the terms of this Contract and for which the CONTRACTOR would otherwise be liable. Accordingly, in addition to the payment of other damages, liquidated damages may be assessed against the CONTRACTOR for the following failures to comply with the Contract:
  - 1. A \$5,000.00 per day charge for failure to provide adequate manpower and equipment to perform the scope(s) of service as outlined in the Contract. (see Section IV.G.1)
  - 2. A \$1,000.00 per incident charge for failure to properly separate DMS debris at street/road level or during hauling as outlined in the Contract (see Section V.A.10.-11.)
  - 3. A \$1,000.00 per incident charge for failure to properly segregate Eligible Debris at DMS as outlined in the Contract (see Section VI.A.12.)
  - 4. A \$500.00 per incident charge for collection and hauling of ineligible or unauthorized disaster-generated debris as outlined in the Contract (see Section V.A.5.)
  - 5. A \$500.00 per incident charge for acceptance of ineligible or unauthorized disaster-generated debris at the DMS as outlined in the Contract (see Section VI.A.12.)
  - 6. A \$1,000.00 per day charge for failure to provide all reports and Load Tickets as outlined in the Contract (see Section VII.C.)
  - 7. A \$1,000.00 per day charge for failure to provide adequate traffic control as outlined in the Contract (see Section V.A.14. and VI.C.9.-10.)
  - 8. A \$1,000.00 per incident charge for failure to safely operate equipment or vehicles as outlined in the Contract (see Section V.A.15. and VI.A.9.)
  - 9. A \$5,000.00 per day charge for failure to meet the completion date (time period determined by number of calendar days) for services performed in a designated Work Zone (see Section IV.E.2.-3.)
  - 10. A \$5,000.00 per day charge for failure to maintain the minimum processing rate, unless non-compliance is due to insufficient debris amounts being delivered to the site. (see Section IV.E.2.-3.)
  - 11. A \$1,000.00 per day charge for failure to close-out DMS by the completion date established by the CITY. (see Section IV.E.2.-3.)
  - 12. A \$1,000.00 per day charge for failure to fully remediate DMS by the completion date established by the CITY. (see Section IV.E.2.-3.)

#### **XVII. LIENS AND TAXES**

- A. The CONTRACTOR shall not at any time suffer or permit any lien, attachment or any other encumbrance under the laws of the State of Florida or otherwise by any person or

persons whomsoever to remain on file with the CITY against any money due or to become due for any work done or materials furnished under this Contract or by any reason or claim or demand against the CONTRACTOR.

- B. The CONTRACTOR shall keep all equipment and vehicles free and clear of all levies, liens and encumbrances. The CONTRACTOR shall pay all taxes, license and registrations fees, and similar charges imposed on the ownership, possession or use of the equipment and vehicles during the term of this Contract.
- C. Such lien, attachment or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Contract.

#### **XVIII. INDEMNIFICATION AND HOLD HARMLESS**

- A. The CONTRACTOR shall pay on behalf of and indemnify and hold harmless, the CITY, its commissioners, officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, omission, or default of the CONTRACTOR arising out of or in any way connected with the CONTRACTOR'S (or CONTRACTOR'S officers, employees, agents, volunteers, or subcontractors, if any) performance or failure to perform duties under the terms of this Contract. This section of the Contract will extend beyond the term of the Contract.
- B. The CONTRACTOR further agrees to investigate, handle, respond to, provide defenses for and defend any such claims, even if claim is groundless, false or fraudulent.
- C. Nothing herein shall be construed to hold the CONTRACTOR liable for the negligence of the CITY.
- D. This indemnification and hold harmless agreement shall survive the termination or expiration of this Contract.

#### **XIX. INSURANCE**

- A. Insurance Procurement. Before performing any contract work, the CONTRACTOR shall procure and maintain, during the term(s) of this Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the CITY and placed with insurance carriers approved and licensed by Insurance Department in the State of Florida and meet a minimum financial A.M. Best and Company rating of no less than Excellent. No changes are to be made to these specifications without prior written specific approval by the City Risk Management Division.
  - 1. Worker's Compensation: CONTRACTOR will provide Worker's Compensation Insurance, on behalf of all employees who are to provide service under this Contract, as required under Florida Laws, Chapter 440, the Jones Act and Longshoreman and Harbormasters exposures, and Employers Liability no less than \$100,000 per employee per accident; \$100,000 employee per disease and \$500,000 disease aggregate.
  - 2. Commercial General Liability: Including but not limited to bodily injury, property damage, contractual products and complete operations, watercraft, if under twenty-six (26) feet and Ocean Marine if over twenty-six (26) feet, and personal injury with limits of not less than \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate covering all work performed under this Contract.
  - 3. Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than

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



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

**XX. PERFORMANCE BOND**

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

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

**XXI. ATTACHMENTS**

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

**XXII. MISCELLANEOUS**

- A. No amendment, change or addendum to the Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. For any material change in the Scope of Services or any increase in the compensation for the services, the City Commission for the CITY and the duly authorized representative for the CONTRACTOR shall agree in writing to this change. For all other changes, the CITY'S Administrative Agent and the CONTRACTOR'S representative shall agree in writing to the change.
- B. Any reference to a specific chapter of the Florida Statutes in this Contract shall mean the Florida Statutes and shall by reference be made a part of this Contract as though set forth in full.
- C. Any reference to a Specific City Employee in this Contract shall also include the authorized designee of that employee.
- D. The CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the CITY, except the claims for the money due or to become due to the CONTRACTOR from the CITY under this Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the CITY. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the CITY.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Contract and those executing this Contract has requisite power and authority to bind the parties.
- F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Contract or any applicable law.

The rights and obligations of the parties under this Contract shall be governed by the laws of the State of Florida and the venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract shall be in Broward County, Florida. If any term, condition, or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Contract shall be valid and binding on each party.

- G. CONTRACTOR agrees that all work performed on FHWA roads will comply with all the terms, conditions and requirements set forth in Federal Government Form FHWA-1273, a copy of which is attached hereto and made a part hereof as Exhibit I.
- H. Any notices, invoices, reports, or any other type of documentation required by this Contract shall be sufficient if sent by the parties in the United State mail, postage paid, to the addresses listed below:

**CONTRACTOR'S REPRESENTATIVE**

Mr. John Ramsay  
President & CEO  
CrowderGulf Joint Venture, Inc.  
5435 Business Parkway  
Theodore, Alabama 36582  
(800) 992-6207 Office  
(251) 459-7433 Fax  
(251) 402-3677 Cell  
JRamsay@CrowderGulf.com

**CITY ADMINISTRATIVE AGENT**

Mr. Dennis Beach  
City Manager  
City of Pompano Beach  
P.O. Drawer 1300  
Pompano Beach, Fl. 33061  
(954) 786-4609 Office  
(954) 786-4504 Fax

**Copies:**

(a) as to the CONTRACTOR, John Ramsay, President & CEO, 5435 Business Parkway, Theodore, Alabama 36582

(b) as to the CITY, Mary Chambers, Office of the City Clerk, P.O. Drawer 1300, Pompano Beach, Florida 33061

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

**ENTIRETY OF CONTRACTUAL AGREEMENT**

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

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

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

"CITY":

Witnesses:

**CITY OF POMPANO BEACH**

Aally D. Fischer  
Signature

By: Lamar Fisher  
LAMAR FISHER, MAYOR

Shelley R. Bartholomew  
Signature

By: Dennis W. Beach  
DENNIS W. BEACH,  
CITY MANAGER

Attest:

Mary L. Chambers  
MARY L. CHAMBERS  
CITY CLERK

(SEAL)

Approved As To Form:

Gordon B. Linn  
GORDON B. LINN  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of September, 2014 by **LAMAR FISHER**, as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

Krystal Aaron  
NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number



STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of September, 2014 by **DENNIS W. BEACH**, as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



KRYSTAL AARON  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE874865  
Expires 2/14/2017

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of September, 2014 by **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



KRYSTAL AARON  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE874865  
Expires 2/14/2017

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"CORPORATION":**

**Witnesses:**

Wesley Naile  
Signature

WESLEY NAILE  
Name Typed, Printed or Stamped

Mary Challeil Turner  
Signature

Mary Challeil Turner  
Name Typed, Printed or Stamped

CrowderGulf Joint Venture, Inc.

By: [Signature]  
Signature

JOHN RAMSAY  
Name Typed, Printed or Stamped

Title: PRESIDENT

Address: 5435 BUSINESS PKWY  
THEODORE, AL 36582

STATE OF Alabama  
COUNTY OF MOBILE

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of August, 2014 by John Ramsay as President of CrowderGulf Joint Vent, Inc. (name of corporation), a Florida corporation, on behalf of the corporation.

He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

Kelley James  
NOTARY PUBLIC, STATE OF Alabama  
Kelley James  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Expires May 08, 2016  
My Commission Expires May 08, 2016

# Exhibits

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A - Scenarios & Response, Plan of Action, Documentation & Reimbursement

B - Work Zones

C - Equipment List

D - Debris Management Site(s) List and Map

E - Pricing Schedule

F - Commitment Letter to Perform Services

G - Letter of Commitment for a Performance Bond

H - Certificate of Liability Insurance

I - Form FHWA-1273

# Exhibit A



CrowderGulf Joint Venture, Inc.  
**RFP -E-28-14 Emergency Debris Management and Disaster Recovery Technical Assistance**  
**City of Pompano Beach, FL**

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## **1. Project Understanding and Approach**

### **Scope of Work for the City of Pompano Beach Beach**

CrowderGulf is able to offer the City of Pompano Beach Beach the widest possible spectrum of debris management and disaster recovery services. A partial list of these services is itemized below.

#### **❖ Typical Disaster Debris Removal, Reduction, and Disposal Services**

##### **Pre-Planning and Training**

- ◆ Annual pre-disaster debris management planning sessions to include debris removal planning assistance, review of emergency management plans, DMS site selection and other components of disaster recovery.

##### **Emergency Road Clearance - "PUSH"**

- ◆ Making certain that all streets and roadways designated by the City are clear and passable within seventy (70) working hours from issuance of a Notice to Proceed with such clearance.

##### **Removal of "ELIGIBLE" Disaster Debris from Public Property**

- ◆ Providing all permits and services for the containment, clean-up, removal, transportation, storage, testing, treatment and/or disposal of hazardous materials and wastes including industrial materials, white goods, bio-hazards, animal carcasses according to all federal, state and local regulations.
- ◆ Removal of all eligible and designated debris from public right-of-ways.
- ◆ Removal of debris beyond public right-of-ways as requested by the City to abate imminent and/or significant threats to public health and safety.
- ◆ Production of accurate and verifiable documentation of each load of debris along with daily and summary reports of all loads and work performed.
- ◆ Containment, clean-up, removal, transportation, storage, testing, treatment and/or disposal of hazardous materials and wastes including industrial materials and bio-hazards.
- ◆ Demolition and removal of eligible and FEMA approved condemned structures and buildings that pose a threat to public safety.
- ◆ Returning all areas damaged due to debris removal operations back to their original condition to the satisfaction of the City.
- ◆ Removal and haul of all hazardous stumps.
- ◆ Providing fill dirt for ruts created by equipment and holes created by the removal of hazardous stumps and other areas that pose a hazard to public access as directed by the City.

##### **Development and Operation of Debris Management Sites (DMSs)**

- ◆ Constructing DMS sites sufficient to handle the volume of disaster debris
- ◆ Preparing and maintaining DMS entry and exit roads including the provision of stone for any roads requiring stabilization for ingress and egress.
- ◆ Providing roofed inspection tower facilities sufficient for a minimum of three (3) inspectors.,
- ◆ Separating vegetative debris, construction and demolition (C&D) debris, recyclable debris, white goods and hazardous wastes.
- ◆ Reducing vegetative debris through tub grinding, chipping, or incineration as approved by the City.
- ◆ Fully reclaim all DMS sites

##### **Debris Disposal**

- ◆ Disposing of all debris, including reduced debris, in accordance with all applicable federal, state and local laws, standards and regulations.
- ◆ Recycling as much debris as feasible.

CrowderGulf Joint Venture, Inc.  
**RFP -E-28-14 Emergency Debris Management and Disaster Recovery Technical Assistance**  
**City of Pompano Beach, FL**

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**Additional Services Provided:**

**Providing Disaster Recovery Technical Assistance**

- ◆ Providing assistance with all aspects of the Public Assistance Program including damage survey reports, project worksheets, documentation support, consultations and negotiation services.
- ◆ Providing other technical assistance requested by the City.
- ◆ Providing accurate and verifiable documentation of each load of debris along with daily reports of all loads and work performed with provisions for inspection by the City. Additional reports may be customized to the City's needs.
- ◆ Providing Support for FEMA disputes. CrowderGulf has never been asked to repay funds nor have we been made aware of any client adversely affected by denial or de-obligated funds that were directly tied to or resulted from the performance of CrowderGulf's debris management services. We have on several occasions, provided substantial technical research and documentation support to our clients in order to help them satisfy inquiries/audits performed by FEMA.

**Public Relations**

- ◆ Providing assistance with the development and dissemination of press releases relative to debris pick-up operations
- ◆ Providing a timely resolution to all damage claims by citizens or the City that result from CrowderGulf's operations.

**A. CrowderGulf At-A-Glance**

- **Forty (40) plus years of experience** in debris management for governmental agencies across fifteen (15) states.
- **Bases of Operation:**
  - Primary ..... **Theodore, Alabama (Mobile)**
  - Satellite Operations..... Rocky Mount, North Carolina
  - Hilton Head, South Carolina
  - Hampton Roads, Virginia
  - Orlando, Florida
  - Denton, Texas
- Successful in obtaining reimbursement for each and every client. **No client has been denied reimbursement.**
- Fully committed to using local citizens and qualified local subcontractors to the maximum extent, including MBE owners. **Ninety-five percent (95%) of CrowderGulf subcontractors are small-business and/or minority subcontractors.**
- **Over three-hundred (300) disaster recovery projects completed and CrowderGulf has never failed to complete a contract nor default on a contract.**
- Successfully removed, reduced and disposed of over **two hundred and thirty million (230,000,000) cubic yards of debris.**
- **No lawsuits, liens or judgments by clients are filed or pending and no bankruptcy proceedings have been filed or are pending.**
- **Completed major simultaneous debris projects after Hurricanes Sandy, Isaac, Irene, Ike, Gustav, Dennis, Katrina, Rita, Wilma, Charley, Frances, Ivan, Jeanne and Isabel.**
- **Over 350 pieces** of company-owned equipment available for rapid response.

CrowderGulf Joint Venture, Inc.  
RFP -E-28-14 Emergency Debris Management and Disaster Recovery Technical  
Assistance  
City of Pompano Beach, FL

## 5. Required Documents

### Florida Business License / Certification required to perform service



**STATE OF FLORIDA**

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

COFFMAN, RANDY L  
GULF EQUIPMENT CORPORATION OF ALABAMA  
PO BOX 364  
MOUNT HOLLY NC 28120

Congratulations! With this license you become one of the nearly one million Florida licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from doctors to electricians, 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 on to [www.myfloridalicense.com](http://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.

Commission 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

CCC1506124 07/31/12 128024136

CERTIFIED GENERAL CONTRACTOR  
COFFMAN, RANDY L  
GULF EQUIPMENT CORPORATION OF AL

IS CERTIFIED under the provisions of Chapter 489 FS  
Expiration date: AUG 31, 2014 128024136

DETACH HERE

AC# 6236829

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# LL2071102109

| DATE       | PATCH NUMBER | LICENSE NBR |
|------------|--------------|-------------|
| 07/31/2012 | 128024136    | CGC1506124  |

The GENERAL CONTRACTOR

Named below IS CERTIFIED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2014

COFFMAN, RANDY L  
GULF EQUIPMENT CORPORATION OF ALABAMA  
PO BOX 364  
MOUNT HOLLY NC 28120

RICK SCOTT  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LANSON  
SECRETARY

## *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, effective 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, 2013, that its most recent annual report/uniform business report was filed on January 8, 2013, and 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 is  
the Eighth day of January, 2013*



*Ken Datzman*  
**Secretary of State**

Authentication ID: CC2279939664

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

<https://efile.sunbiz.org/certauthver.html>



**CrowderGulf Joint Venture, Inc.**  
**RFP -E-28-14 Emergency Debris Management and Disaster Recovery Technical Assistance**  
**City of Pompano Beach, FL**

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## **B. Company Profile**

CrowderGulf is a national full-service debris management firm with over forty years experience in helping communities like the City of Pompano Beach recover from disasters. Having successfully managed debris clean-up operations in **Alabama, Florida, Kansas, Kentucky, Louisiana, Mississippi, Missouri, New Jersey, New York, North Carolina, Rhode Island, South Carolina, Tennessee, Texas, and Virginia**, we have developed one of the most capable recovery management teams in the United States.

During the last four decades, CrowderGulf has managed over **three-hundred (300) disaster recovery projects in fifteen (15) states and has successfully removed, reduced and disposed of over two hundred and thirty million (230,000,000) 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 understands that a disaster recovery effort is about more than just personnel and equipment. A successful rapid response is also about integrity and teamwork. The following principles are fundamental to all CrowderGulf operations:

- ❖ **Partnerships with Our Clients** - CrowderGulf establishes and maintains solid working partnerships with our clients so that we become an integral part of their disaster management teams. These close working relationships allow us to be involved in the preparedness, planning and training that is vital to a successful recovery effort.
- ❖ **Management and Supervisory Continuity** - CrowderGulf maintains the same project manager and field supervisors throughout a project. This provides continuity and promotes excellent teamwork relationships.
- ❖ **Respect for Subcontractors** - CrowderGulf illustrates respect for its subcontractors by making certain that they are paid every week regardless of local circumstances. This ensures that we are able to provide the very best subcontractors and that we are able to secure additional qualified subcontractors to fulfill any concurrent contracts.
- ❖ **Accurate and Timely Documentation** - CrowderGulf prides itself on providing accurate and timely documentation throughout the project. As a result, 100% of our clients have been reimbursed by FEMA. Being committed to providing current and accurate documentation is crucial for both CrowderGulf and for the City.
- ❖ **Respect and Empathy for Local Citizens** - CrowderGulf realizes that disasters are primarily reflected in the broken lives of local citizens. As a result, our personnel and our subcontractors are all committed to showing maximum empathy and respect for each individual within the community.

CrowderGulf's management team includes previous FEMA Directors, Emergency Managers and FEMA trained Debris Specialists. Numerous FEMA and OSHA certifications are held by our key management and 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 the Public Assistance Debris Monitoring Guide (FEMA 327). CrowderGulf employees are required to attend conferences and training classes for continuing education credits and certification maintenance on a yearly basis.

In addition, the President of CrowderGulf recognized the importance of adopting the National Incident Management System (NIMS) core set of doctrines, concepts and principles when the Department of Homeland Security Presidential Directive (HSPD)-5 required state, local and tribal organizations to adopt and implement NIMS. In an effort to provide the best service to our clients, all CrowderGulf management and field staff are required to have certifications in NIMS 100, 200, 700 and 800. We also have staff with Train the Trainer certification for NIMS 300 and 400 level courses.

**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.**

**CrowderGulf Joint Venture, Inc.**  
**RFP -E-28-14 Emergency Debris Management and Disaster Recovery Technical Assistance**  
**City of Pompano Beach, FL**

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CrowderGulf Joint Venture, Inc.  
**RFP -E-28-14 Emergency Debris Management and Disaster Recovery Technical Assistance**  
**City of Pompano Beach, FL**

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### **C. Potential Scenarios**

CrowderGulf is extremely experienced and capable of handling all of the potential scenarios addressed in the City of Pompano Beach's RFP. Our Disaster Debris Management Plan describes steps that will be taken with each of these scenarios. Depending on the size and severity of the disaster, we have the ability to increase forces as needed to meet specific needs and requirements. Our past experience, detailed later in this proposal, highlights CrowderGulf's success in simultaneously managing multiple contracts that required a wide range of resource responses.

Some responses may require only a few small crews consisting primarily of skilled chainsaw operators. On the other hand, CrowderGulf has conducted debris management situations involving over fifty (56) contracts simultaneously, that required more than fifty (50) temporary Debris Management Sites, over one-thousand (1,000) employees, over one-thousand (1,000) pieces of equipment and millions of cubic yards of debris. Whether managing debris recovery from spot jobs or a catastrophic event, CrowderGulf is prepared to assist the City with all aspects of their debris management projects from the planning stages through FEMA reimbursement.

**CrowderGulf**  
**has successfully**  
**managed**  
**multiple**  
**contracts**  
**simultaneously.**

The following scenarios and response plans are provided as examples of CrowderGulf's ability to respond to any disaster with the appropriate commitment of human and physical resources. The amount of equipment and personnel resources for each response is closely coordinated with our client in order to meet and exceed our contractual obligations. The augmentation of equipment by use of subcontractors will be dependent on the severity of the event. The use of subcontractors is standard practice in the debris business however, **AT NO TIME** will CrowderGulf subcontract the management and supervision of a debris contract to another company.

#### **EVENT TYPE 1: SPOT JOBS – LOCALIZED**

##### **Response**

For this type of event, CrowderGulf will use its local resources to meet the City's project needs. We have experienced managers, the proper equipment and other necessary resources required for returning the communities to normalcy. We will have resources and manpower capable of clearing critical routes and removing hazardous leaners and hangers within twelve (12) hours of a Notice to Proceed (NTP). A CrowderGulf senior manager will assess the damage and prepare a plan for approval within twenty-four (24) hours. After the plan is approved by the City, our forces will start removing the debris immediately. CrowderGulf can increase those forces as needed to meet any deadline established by the City. Self-loader (knuckle-boom) trucks and chainsaw operators will be the primary required resources for this event and, depending on the amount of debris, we should start six (6) to eight (8) crews simultaneously in different areas of the City to remove the debris fast and demonstrate a presence throughout the City for resident satisfaction. Pending approval of the City, CrowderGulf will operate debris loading and hauling during daylight hours, 7 days a week.

##### **Actual Examples**

In the past CrowderGulf has successfully completed jobs with a similar scope of work as described in Scenario 1. An example is Edenton, NC, after Hurricane Irene in August 2011. The damage consisted of vegetative debris only and we used six (6) trucks with leaner and hanger capabilities for five (5) days to remove 3,255 cubic yards of debris. The City also contracted CrowderGulf to grind and haul off the debris that City trucks picked up. Overall we ground and hauled off 8,635 cubic yards of vegetative debris.

Another example is our activation by Leon County, FL after Hurricane Faye in 2008. We successfully conducted the Emergency Push during the first 70 hours for the City of Tallahassee, FL, using one loader and one operator with a chain saw. During the Recovery period in Leon County, we hauled and reduced by grinding 2,824 CY of vegetative debris within eight (8) days, using six (6) trucks that hauled a total of fifty-one (51) loads of debris.

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**EVENT TYPE 2: SMALL EVENT – WIDESPREAD OR CITY WIDE**

**Response**

All procedures that are included in Scenario 1 would also apply to Scenario 2. However, our resources will be provided in greater quantities and we will stage the necessary equipment in the City at pre-determined locations identified during the annual preparedness training session. If requested, we will have a project manager present in the City's Emergency Operation Facility prior to the event. After conducting a damage assessment and documentation (by map, photograph and GPS) of all hazardous tree issues, CrowderGulf will start its forces in numerous areas throughout the City. A representative start for this type of event would be eighteen (18) debris trucks and three (3) knuckleboom trucks for leaners and hangers (all leaners and hangers will be documented and removal will be in strict compliance with FEMA 325 guidelines). A debris storage site will be fully functional within forty-eight (48) hours of a Notice To Proceed. At the completion of the project, any land used for debris storage will be returned to its original condition.

**Actual Example**

This event type is very similar to Hurricane Irene recovery in Newport News, VA, in 2011. We started eight (8) crews in eight (8) different areas of the city simultaneously to show the residents that the City was taking the necessary steps to quickly remove the debris. CrowderGulf removed 85,000 cubic yards of debris with twenty (20) trucks in three (3) weeks and reduced it by grinding at a City-owned property. This property was returned to its original condition at no extra cost to the City of Newport News.



**EVENT TYPE 3: SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING –VEGETATIVE DEBRIS ONLY - WIDESPREAD OR CITYWIDE**

**Response**

In addition to the response procedure described for Scenario 1 and 2 events, this event may require more than one TDSRS, depending on how widespread the damage may be. At each site, CrowderGulf would provide a Reduction Site Manager. Depending on the details of each site, reduction may be done by burning, grinding or both. Each site will operate independently and have its own manpower and equipment. The debris storage sites will be fully functional within forty-eight (48) hours of a Notice To Proceed and reduction by grinding or burning will start within forty-eight (48) hours of receiving debris. As with a Type 2 Event, any damage to TDSRSs would be remediated at the completion of the project and all cleanup operations will be documented in accordance with FEMA requirements and the City's requirements.

**Actual Example**

This type of event is similar to the operation we successfully completed recently in Rocky Mount, NC after Hurricane Irene. We hauled in 253,360 cubic yards of debris utilizing thirty-five (35) trucks over seven (7) weeks. CrowderGulf reduced by 204,417 cubic yards by grinding and hauled 66,110 cubic yards to a disposal site.

**EVENT TYPE 4: SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING – MIXED DEBRIS – WIDESPREAD OR CITY WIDE**

**Response**

In addition to all the procedures included in a Scenarios 1, 2 and 3, CrowderGulf will add segregation crews at its Temporary Debris Staging and Reduction Sites. A typical segregation crew consists of one foreman, one equipment operator, two (2) laborers and a skid steer. Debris will be segregated into six (6) areas for reduction or further handling. These include clean vegetative debris, vegetative debris with foreign matter, construction and demolition debris, recyclable debris, white goods and hazardous waste. Depending on the severity of the event, additional crews can be deployed and start working with 48 hours of the Notice To Proceed.

**Actual Example**

After Hurricane Wilma in October of 2005, CrowderGulf crews removed and reduced 627,735 cubic yards of debris from Ft. Lauderdale, Florida right-of-ways. The overall cost to Ft. Lauderdale was \$28,000,000. An Emergency PUSH operation was conducted to clear critical routes immediately after the hurricane. Much of the debris was mixed with vegetative and construction and demolition materials. This material had to be segregated and hauled to the proper facility. CrowderGulf also removed, transported and disposed of wet canal debris and screened the sand from their public beaches.



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**EVENT TYPE 5: CATASTROPHIC EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING – MIXED DEBRIS – CITY WIDE**

**Response**

For a Catastrophic event, all the procedures included in Scenarios 1-4 would apply. If requested, CrowderGulf will stage equipment and resources prior to the event and have a senior manager present in the City's Emergency Operations Center prior to the storm for planning purposes. We will have resources on the ground within twenty-four (24) hours for the emergency PUSH procedure. Utilizing disaster modeling for planning purposes, a widespread, catastrophic event for a population the size of the City of Pompano Beach, would require seventy-five trucks and fifteen to twenty crews for a 90 day debris removal completion. (Depending on the City's direction for time completion), CrowderGulf will assign the necessary resources to the damaged area and begin removal procedures within 48 hours of establishing an approved recovery plan. CrowderGulf uses an ICS approach for management and control during operations. Each project manager will be assigned no more than 5 to 7 debris removal crews and will report daily to the Senior Project Manager. Additional Management staff will be assigned to assist with TDSRS development. Grinders and/or air curtain burners will be deployed for use within forty-eight (48) hours of the start of debris removal. Our documentation and emergency management specialist will be onsite to train local personnel who will be working at each TDSRS office. All documentation will be available online for review by the City. Updates will be given to the City's Debris representatives by our Senior Project Manager every morning. CrowderGulf will have an experienced marketing team on site that can /will prepare and present public notices via radio, newspaper and TV if requested.

**Actual Example**

Polk County, FL experienced a Scenario 5 event after Hurricane Charley in 2004. CrowderGulf removed 1,816,980 cubic yards from Polk County alone in just a few months time. The damage from the hurricane was spread throughout numerous counties and required significant resources deployed in a short amount of time. CrowderGulf had tremendous success in the recovery effort and still holds valued relationships with all the communities affected. Overall we removed, reduced and disposed of over six (6) million cubic yards of debris in Florida after Hurricane Charley.



**EVENT TYPE 6: CATASTROPHIC EVENT – SITE MANAGEMENT – CITY WIDE**

**Response**

In addition to the resources and deployment times described above, CrowderGulf will proceed with the details included in the City's specific Disaster Plans. This Plan will be reviewed and modified as necessary to meet the specific needs of the event. CrowderGulf will all be familiar with the details of this Plan from the yearly review and training. This Plan will include contact information for all involved parties, required response times, pre-positioned equipment staging areas, critical emergency routes, high priority clean-up sites, Temporary Debris Staging and Reduction Sites, preferred landfills and reduction methods. Depending on the location of the TDSRSs, all necessary licenses, permits and other approvals will be identified and prepared prior to an event. Most catastrophic events require more than public right of way debris removal. In the cases in which public property debris removal is necessitated, CrowderGulf can assist the City with right of entry agreements.

**Actual Examples**

In CrowderGulf's forty (40) plus years in the debris removal business, we have worked catastrophic events for numerous cities and counties across the United State. Examples include the counties of Galveston, Montgomery and Jefferson, TX, following Hurricane Ike in 2008; Calcasieu Parish, LA, following Hurricanes Katrina and Rita in 2005; and Baldwin County, Alabama, following Hurricane Ivan in 2004.

CrowderGulf was already working throughout Florida after Hurricane Charley in 2004 when Ivan hit the Florida Panhandle and coastal Alabama. In Baldwin County, AL, CrowderGulf was on scene within 24 hours upon NTP, clearing emergency routes, working alongside utility restoration crews and removing storm generated debris from County rights-of-way.

We worked with Public Works Engineers, Emergency Management and Solid Waste staff to follow their Debris Management Plan and quickly and efficiently opened and maintained ten TDSRS sites in order to successfully remove and dispose of almost 2 million cubic yards of debris from Baldwin County alone. At the same time, immediately after Hurricane Ivan, we were activated in Escambia County, FL as well as numerous other municipalities in AL and FL. We were successful in the timely completion of all our contracts and to the satisfaction of our Clients.

Please reference CrowderGulf's detailed Debris Management Plan which includes our Company Sub-contractor plan.

## **D. Debris Management and Response Plan**

### **A. Principals of Project Management**

#### **1. 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.

#### **2. Responsiveness**

CrowderGulf will be in contact with the City's Debris Manager at least 48 hours prior to a hurricane making landfall or immediately upon the occurrence of any debris generating event within the City. Within (12) hours of receiving a Notice to Proceed (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 forty eight (48) hours of initial NTP. In addition, we will have a Debris Management Site (DMS) fully operational for reduction and disposal of debris within seventy-two hours of the Notice to Proceed. 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. The DMS may, if required to meet the needs of the City, operate twenty-four (24) hours per day.

#### **3. Reimbursement Assistance**

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

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

#### **4. Corporate Support On-Site Operations**

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

#### **5. On-Site Project Management**

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



## B. 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's needs and requests.

## C. 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 Support Functions** to insure the most efficient and cost effective debris management for the City of Pompano Beach. These Operations and Functions are identified below and fully defined in the following sections. Each is integral to a comprehensive debris management effort.

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

1. Mobilization
2. Debris Emergency Response
3. Debris Recovery Operations
4. Documentation and Reimbursement

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

1. Readiness Support and Training
2. Subcontracting
3. Quality Control
4. Health and Safety
5. Environmental Sensitivity
6. 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 forty (40) 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 human and equipment resources is begun 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. CrowderGulf's documentation department maintains thorough records and provides ongoing communication with Clients to ensure all necessary information is provided to support reimbursement from FEMA. References from past projects will support our history of providing excellent documentation required for reimbursement.

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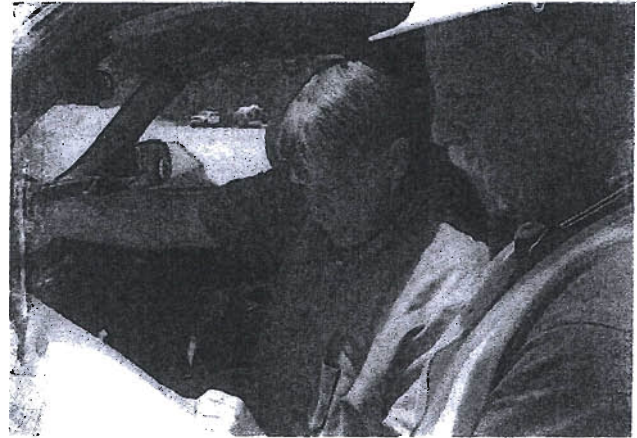
The four Critical Operations described above - **Mobilization, Debris Emergency Response, Debris Recovery Operations and Documentation and Reimbursement** - form the central core of the CrowderGulf Debris Operations plan. These elements are supported and enabled by six Essential Support Functions. Although not as visible during the debris management process, each support function - **Readiness Support and Training, Subcontracting, Public Relations, Health and Safety, Quality Control and Environmental Sensitivity** - 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**

### **1. Mobilization**

#### **a. Alert and Team Notifications**

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



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

#### **b. 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.

#### **c. Mobilization of Resources**

CrowderGulf shall contact the City's Debris Manager a minimum of forty eight (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 Notice to Proceed (NTP) and in accordance with requirements as defined by the City's Debris Manager. Within eight (8) hours of receiving the Notice to Proceed, 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 Notice to Proceed and reduction and disposal operations shall be in full operation within forty-eight to seventy-two (48-72) hours.



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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.

**d. Staffing the Emergency Operations Center**

CrowderGulf will commit a senior employee to be stationed in the City of Pompano Beach'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.

**e. 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) is issued, equipment and manpower will be staged at a convenient location near the truck certification area for the City.

**f. Communications/ Mobile Command Center**

Should disaster conditions warrant the need, CrowderGulf will 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 telephones in their vehicles. **Upon request, we will furnish key City personnel with our system radios.**

**g. 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.

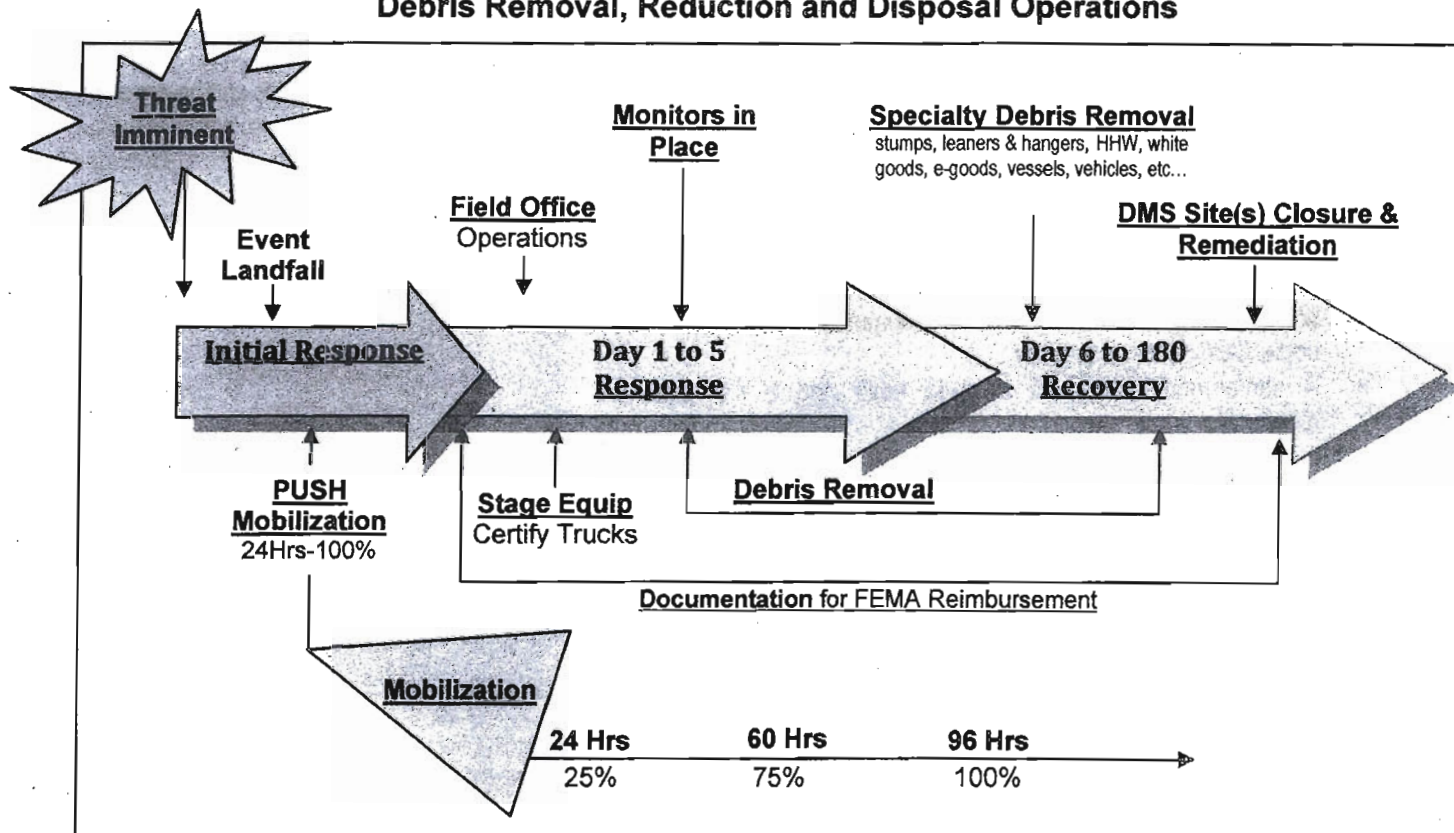
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**h. Mobilization Parameters**

- Providing an advance CrowderGulf representative to the City's Emergency Operations Center **twenty four (24) hours** prior to a predicted event such as a hurricane.
- Providing an Operations Manager and team on-site within eight to twelve (8-12) hours of Notice to Proceed to assist in planning for the operation and mobilization of personnel and equipment necessary to perform the work.
- 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 twelve (12) hours of NTP if requested by the City.**
- Being fully operational for **hauling, sorting, and storing of debris within forty-eight (48) hours of initial NTP.**
- **Being fully operational for reduction and disposal of debris within 72 hours of initial NTP.**
- Maintaining full operational capability, **twenty-four (24) hours per day, seven (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 ninety (90) days from initial NTP or sooner to meet the City's requested completion date.**
- 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 **one hundred eighty days (180) from initial NTP.**

**Response and Recovery Timeline for the City of Pompano Beach**  
**Debris Removal, Reduction and Disposal Operations**





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## **2. Debris Emergency Response**

Collection operations are normally broken into two phases: response and recovery. Debris Response activities occur immediately after an event in order to clear emergency access routes. Debris Recovery operations usually begin after the emergency access routes are cleared and the residents return to their homes and begin to bring debris to the public rights-of-way.

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 twelve (12) hours of receipt of a Notice to Proceed.

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.

## **3. Debris Recovery Operations**

Debris Recovery Operations focus on collecting the debris, reducing and/or recycling, and final disposal. Development and operation of a debris management site is considered a recovery activity as well. Several of the major components of Debris Recovery, such as planning for debris pickup routes, certifying hauling trucks, determining and developing temporary debris management areas, usually begin during the Response period.

### **a. Collection Methods**

The fundamental component of a disaster debris management strategy is the collection of debris. Implementation of disaster 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.

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**Curbside Collection**

Curbside collection parallels normal garbage and trash collection operations. Debris is placed at the curb or public rights-of-way by the residents for collection.

- **Source-Segregated Debris Collection**

Residents should be directed to sort the debris by material type and place it at the curb in separate piles. Trucks designated for a particular debris type will collect the assigned debris and deliver it to a temporary staging area, a debris management site or a disposal facility. 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.

- **Mixed Debris Collection**

Collecting mixed debris by the City allows for residents to place all debris types in one specified area, usually along the public right-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. This is well suited for rural, sparsely populated areas where curbside collection is not practical. Separate bins can be designated for particular types of debris. If Collection Centers are used by the City, they must be monitored to ensure only City citizens use the Center and all debris is storm-related eligible debris.

**b. Debris Types**

The City of Pompano Beach will determine the scope of the debris to be managed under this contract. However, CrowderGulf is prepared to assist the City in hauling, reducing and disposing of all eligible debris types in accordance with FEMA 325 guidelines. These include: vegetative debris, construction & demolition (C&D) debris, hazardous wastes, white goods, household hazardous waste (HHW), electronic waste, abandoned vehicles and vessels, putrescent debris, infectious waste, chemical, biological, radiological, and nuclear-contaminated debris.

**c. Debris Hauling**

After the emergency "PUSH" phase is sufficiently complete, CrowderGulf will proceed to clear debris from all City public property, public right-of-ways, streets, roads, easements and private property (as directed by the City) in a timely and efficient manner. All vegetative debris shall be hauled to a debris reduction site as designated by the City. All non-burnable debris and C&D debris will be hauled to a DMS or permitted landfill as determined by the City.

The debris hauling process will include the following elements:

- **Truck Certification**

All debris hauling trucks will be certified by the City or 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 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.



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- **Sectioning and Crew Assignments**

Upon Notice to Proceed, CrowderGulf will assist the City in assessing damage and developing a specific plan of action. The affected areas will be divided into sections and then assigned crews, subcontractors, and equipment. All areas will be served simultaneously.

- **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 meeting will be held between the Field Project Manager, Field Supervisors, the Subcontractor Crew Foremen and representatives from the City of Pompano Beach to discuss progress, needed adjustments and other issues. Decisions to increase/decrease manpower and/or equipment or change work areas will be made with approval of the City.

- **Accurate Record Keeping**

CrowderGulf utilizes a number of systems to assure accurate truck certification and debris hauling information. Production reports, shift inspection checklists, safety meeting reports, quality controls, daily crew and equipment usage reports are some of the Quality Control measures used to provide accuracy in the documentation process.

Using the most appropriate technology provides the necessary information to make decisions during the recovery operation. It also improves our ability to provide all documentation needed for our Client's to be successful with maximum reimbursement from FEMA and other agencies. Details of our documentation procedures are fully described in the Documentation and Reimbursement section of this proposal.

- **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.

- **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:**

#### 4. Documentation and Reimbursement

Over the past 4 decades, CrowderGulf has seen extensive changes in FEMA required documentation. We continuously update our employees on these changes to ensure we provide our clients with accurate and complete documentation to assist in the reimbursement process.

As the field work is completed, FEMA auditing will begin. This procedure is often a more daunting task than the actual debris removal. CrowderGulf has successfully worked with many monitoring companies as well as directly with municipalities to ensure that all documentation is complete and correct. Throughout the invoicing and auditing process, we are responsive to all FEMA and applicant/client requests. Because of our thorough record keeping, we are able to provide documentation and answer questions with a rapid turnaround. This will become extremely important when the City of Pompano Beach is seeking FEMA reimbursement.

CrowderGulf works closely with all regulatory agencies to assure minimum issues in our disaster management efforts. Over the past twenty years, **ninety-eight percent (98%)** of CrowderGulf's work has been with Counties that received reimbursement from FEMA under the Public Assistance (PA) Reimbursement Program. As a result of our success in documenting all aspects of the debris management process to support reimbursements, CrowderGulf has established itself as one of the most respected debris contractors in the United States.

As an example of our competence, in June, 2010, a CrowderGulf Client requested assistance with a FEMA audit for work completed in 2005, after Hurricanes Katrina and Wilma. Consequently, one of our senior managers spent four weeks working onsite with the Client, as well as 1,000 plus hours of work time on the project researching and preparing documentation requests for FEMA. All of our time and assistance was provided to the Client at no cost. This is how we treat every client, we are committed to 'going to the mat' with them to make sure that our documentation is complete, accurate and provided in whatever format FEMA requests.

CrowderGulf's former FEMA Directors, Emergency Managers and FEMA trained Debris Specialists are available to assist the City 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 with the City. 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

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- 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

**a. Documentation for Debris Hauling**

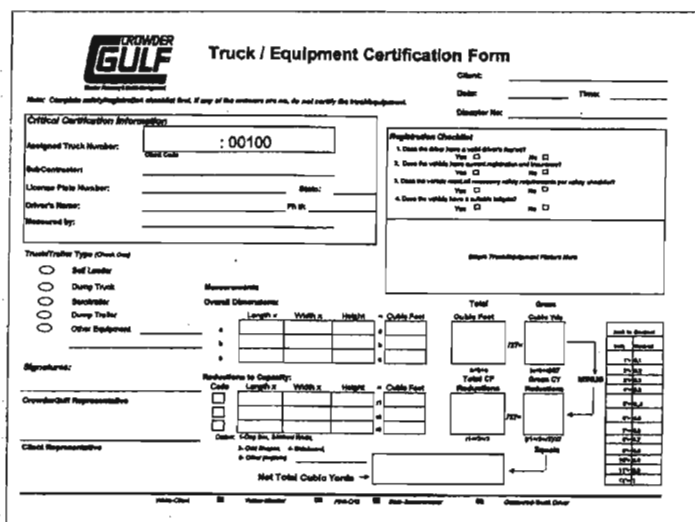
In an effort to maximize accuracy of accounting, CrowderGulf utilizes the following system of project controls:

**Phase One - Truck Certification and Accountability**

All debris hauling trucks will be certified in accordance with FEMA 325 regulations. Part of the certification procedures includes truck safety checks. Any trucks not meeting the safety requirements will not be certified until infractions are remedied.

Documentation procedures include:

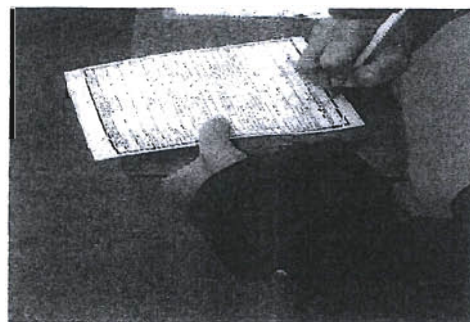
- Measuring the interior dimensions of all debris hauling truck beds to determine the measured cubic yard capacity
- Safety requirements check is part of the certification process
- The City's representative, CrowderGulf and the driver(s) will each retain a copy of the completed *Truck Certification Form*. The form may look different if electronic ticketing is used but will provide the same information.
- Truck information will be entered into our database program
- A Capacity Certification Log will be printed after all of the truck data has been entered. The log is used in the field as a quality control tool.
- All tower inspectors will be provided with a current Capacity Certification Log to ensure that the integrity of the documented physical structure of each truck has not been altered in any manner that would adjust the measured cubic yard capacity of the truck bed
- All equipment will be affixed with signs or markings indicating the owner's name and equipment identification number.



The form is titled "Truck / Equipment Certification Form" and includes a CrowderGulf logo. It contains several sections: "Critical Certification Information" with fields for Assigned Truck Number (00100), Sub-Contractor, License Plate Number, Driver's Name, and Measured By; "Registration Checklist" with four safety-related questions; "Truck/Trailer Type (Check One)" with radio buttons for Self Loader, Dump Truck, Backhoe, Dump Trailer, and Other Equipment; "Measurements" section for Overall Dimensions (Length, Width, Height) and Capacity (Cubic Feet); and "Signatures" for CrowderGulf Representative and Client Representative. It also includes a "Capacity Certification Log" table with columns for Date, Truck ID, Capacity, and Remarks.

**Phase Two - Debris Load Ticket Completion and Utilization**

The term "load ticket" refers to the primary debris-tracking document. A load ticket system tracks the debris from the original collection point to the DMS or landfill. By positioning the client's debris monitors at each point of the operations (collection, DMS, and/or final disposition), the eligible scope of work can be properly documented. This is how the Client will document and track the debris from the initial collection location to the DMS and final disposal location.



This process includes the following procedures:

- Completion of a five part *Debris Load Ticket* (see example) for each truckload of debris to serve as a check and balance tool for the debris documentation
- City/Municipal representative(s) at the loading site(s) will inspect each loaded truck, legibly and accurately record the required data on the ticket, and provide the debris hauler with all ticket copies to take to the staging/disposal site.
- When electronic ticketing is used, the load information will be provided in a different form similar to a paper ticket and the information captured will be the equivalent of what is written on the paper ticket. The accuracy of truck information and the load location is increased with electronic ticketing because the GPS coordinates are recorded.



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- City/Municipal representative(s) at the staging/disposal site(s) inspection tower will take the ticket from the driver and complete the quantitative data (CY) for the load of debris. If loads are being recorded in tons, the trucks will cross the weight scales entering and leaving the DMS. This allows the gross weight and the net weight of the truck to be recorded. The difference between the two weights will yield the TARE weight, which is the weight of the load of debris.
- City/Municipal representative(s) retains the original paper ticket and provide a copy to the truck driver and to the CrowderGulf representative in the tower.
- CrowderGulf representative collects load ticket copies and at the end of each day takes them to the field office for quality control and scanning to the main office.
- Field office personnel upload scanned tickets and documents to CrowderGulf's secure web based site where they are downloaded by home office personnel and entered into our database.
- When electronic ticketing is used, real time data will be available to CrowderGulf and the City/Municipality via the web. The data is downloaded from the website directly into our database or excel spreadsheet.

Accurate completion of these two phases of quantitative and descriptive debris data is imperative to the Client for cost reimbursement requests from the State and/or FEMA. When electronic ticketing is used, the above steps are slightly modified while still maintaining the quality of the information requirements.

**b. Document Management and Accounting**

CrowderGulf has been successful in the past in supporting our Clients with accurate and complete documentation to 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 originated in the field by City representatives and CrowderGulf's personnel. Throughout the project, FEMA 325 requirements will be followed and will serve as the foundation of our documentation/accounting systems.

CrowderGulf uses several technological tools to capture, organize, store, and reconcile required documentation. Technology has made the documentation, reconciling and invoicing a more efficient, transparent process that can help expedite FEMA reimbursement. This technology requires capable, well-trained personnel with the commitment to ensure accurate completion of all documentation. CrowderGulf is able to provide both the technology and the human resources needed. Further, we employ and train local citizens to work with us on all of our projects. Local citizens provide valuable help to our team while learning new skills.

Due to technological advances and lessons learned on past disasters, CrowderGulf is able to utilize 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 their representative, CrowderGulf will easily adapt our data capturing procedures to accommodate all requirements.

**c. Secure Web-based File Share Site**

Specifically, we utilize a secure Web-based File Share Site to communicate and transfer information and documentation throughout the year to our clients and to our subcontractors and vendors.

- **Clients** are given a password that allows access to a secure web-based site. This allows CrowderGulf to immediately provide daily reports, copies of load tickets, truck certifications, or any other documentation requested, regardless of the size of the file. This has worked well for us since 2008 after Hurricane Ike.
- **Subcontractors and vendors** can register and communicate with us throughout the year by logging on to our Website ([www.crowdergulf.com](http://www.crowdergulf.com)). They send required documentation to our Disaster Assistance Office (DAO) which is entered into a database exclusively used to track subcontractors. Our subcontractor manager is able to track subcontractors' compliance in providing the necessary insurances, e-verify registration, document appropriate equipment, and keep the subcontractor information current.



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- **CG Personnel** in the field offices, during an activation, are given a secure password that allows them to upload scanned documents to the web-based site to allow all team members, no matter their location, to have access to vital time sensitive documents. Daily load tickets and truck certs are also uploaded for DAO retrieval and data entry and storage. This allows data entry to begin and stay current with each days performance. In the past, load tickets were either entered into a database in the field or mailed to the home office for data entry. Our technological advances have cut time and money in half by speeding up this access.
- **Monitoring Firms** are also given access to the web-based site to allow the exchange of pertinent documents needed by all parties no matter the size of the document. In the past, we have exchanged contract documents needed by the monitoring firm to be able to confirm and validate that the tasks being performed are being documented and completed according to contract specifications. These documents are shared in minutes instead of days. Monitoring firms also use this site to exchange image copies of documentation in the reconciliation process.

**d. Documentation and Image Capturing**

CrowderGulf's database is specifically designed to capture quantitative and descriptive debris data. Using high feed scanners in the field, to upload through a secure web based site to the DAO for data entry, allows ticket images to be stored directly in the database and linked to the data for more accurate data entry. These images or tickets can be easily and quickly exported as PDF documents as needed in the reconciliation and audit processes. Having this documentation at our fingertips is an invaluable tool and allows us to serve our clients with the utmost efficiency.

Below is an example of the CrowderGulf database and document capture capability:

**Debris Load Ticket Form** 4/29/2012 1:27 PM

---

**% CV Load Ticket** / Finished

|                             |   |   |                                |
|-----------------------------|---|---|--------------------------------|
| Entered By: BG              | Ticket Number: B171896                                | Truck No: 033875                                | Sub-Contractor: Dawn 'Til Dusk |
| House#: 105                 | Street Address: John Cabot Ct                         | Zone: CH  | Load Time: 9:30 AM             |
| Disposal Site: Stumpy Point | Debris Type: C&D                                      | HHWA Roads                                      | Private Roads                  |
| Truck Cap: 72               | % Load: 95  | Calc Load: 68.4                                 |                                |
| Disposal Time: 10:15 AM     | Disposal Date: 10/4/2011                              | Private Community: Collington Harbor            |                                |
| Comments:                   | Time: 1 pm - 1:30 3 pm - 1:30 5 pm - 1:30 7 pm - 1:30 | 2 pm - 1:30 4 pm - 1:30 6 pm - 1:30 8 pm - 1:30 |                                |
| Ticket #'s 121896-121897    |   |   |                                |

Get Next Document

Administrative Use Only

|           |  |
|-----------|--|
| Document: | \\file.srv\imaging\Access\000051FC.pdf |
| Attach    | Remove Doc                             |

**6-BDR** ROAD TICKET

Application: *JOHN CABOT CT* PROJECT: *CRUISE*

Program: *RENT* Contractor: *DAWN 'TIL DUSK*

Truck #: *033875* Truck Capacity: *72*

Driver's Name: *JACKSON DANTON* DOB: *11/11/78*

House #: *105* Zone: *CH*

Debris Description:

|   |  |
|---|--|
| <input type="checkbox"/> Vegetation/Manly                     | <input type="checkbox"/> Albed             |
| <input checked="" type="checkbox"/> Construction & Demolition | <input type="checkbox"/> Other Debris      |
| <input type="checkbox"/> Residential Hazardous Waste          | <input type="checkbox"/> Accidents in Area |
| <input type="checkbox"/> Hazardous Materials                  | <input type="checkbox"/> Other             |

Loading Time: *9:30 AM* Loading Date: *10/4/2011*

Material Name (if any): *CRUISE* ISD #: *121896*

Material Weight (if any): *68.4* Scale Ticket #: *121896*

Weight (if any): *68.4* Weight Ticket: *121896*

Disposal Time: *10:15 AM* Disposal Date: *10/4/2011*

Material Name (if any): *CRUISE* ISD #: *121896*

Material Weight (if any): *68.4* Scale Ticket #: *121896*

Weight (if any): *68.4* Weight Ticket: *121896*

Notes: *CRUISE*

Print Ticket

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**e. Documentation of Special Projects**

There are usually several additional recovery projects besides ROW debris removal and disposal that will be required in order to address storm damage unique to the specific location. Each project will be preceded by a specific task order outlining the parameters of the job and the pay rates associated with the work. Detailed documentation that meets FEMA 325 requirements will be kept for each project. Daily reports will be provided to Client for all work completion and work completion projection.

**f. Reports and Information Accessibility by the City of Pompano Beach**

Inclusive in the same database are report formats that give us the capability to conform to the unique differences of each disaster event. Reports can be generated to capture specific City requested data. These reports serve as a valuable tool to everyone in decision making throughout the recovery process. At a minimum, we will provide the City with the following reports:

- Daily and weekly reports of material hauled, number of loads hauled, total cubic yards hauled, total cubic yards hauled by debris type, total cubic yards hauled to DMS
- Load location of each load hauled as reported on load ticket
- Other customized reports as requested

Reports may be provided in Excel format, Access report format, Word report format or PDF format. City personnel will use a password to log on to the CrowderGulf secure web based site and access daily and weekly progress reports and other documentation requested. Access to all load tickets and truck certifications will also be available.

**g. 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 companies by working closely with them to ensure that data reconciling is completed before invoicing. Using our database as it was designed has sped up the reconciliation process greatly. Whether reconciling with a monitoring company or with our clients direct, this database has all the information we need to expedite this process.

After reconciliation is complete, we have data that everyone agrees on and we are ready for invoicing. All invoices will be fully supported by load tickets and other required documentation. CrowderGulf is very flexible in generating invoices. We have many clients that request the invoices in different ways, such as a dollar amount limit per invoice, designated work period on an invoice (i.e. one week per invoice), or invoices separated by tasks. We strive to accommodate our Clients by adapting to their preferred format and following their specifications.

| CROWDERGULF DEBRIS MANAGEMENT                                  |         |             |              |         |          |        |           |  |  |
|--|---------|-------------|--------------|---------|----------|--------|-----------|--|--|
| Load and Haul Debris   |         |             |              |         |          |        |           |  |  |
| Daily Debris Removed Report                                    |         |             |              |         |          |        |           |  |  |
| Dare County, NC  |         |             |              |         |          |        |           |  |  |
| DEBRIS REMOVED ON 3/6/2011                                     |         |             |              |         |          |        |           |  |  |
| REPORT DATE Sunday, April 29, 2012                             |         |             |              |         |          |        |           |  |  |
| Date   | Ticket# | Debris Type | Delivered To | Truck # | Capacity | % Load | Load (CY) |  |  |
| 9/6/2011   | B104108 | C&D         | Stump Point  | 033884  | 49.00    | 65     | 25.95     |  |  |
| 9/6/2011   | B104109 | C&D         | Stump Point  | 033884  | 49.00    | 60     | 29.40     |  |  |
| 9/6/2011   | B104274 | Vegetative  | Stump Point  | 033875  | 72.00    | 65     | 46.80     |  |  |
| 9/6/2011   | B104275 | Vegetative  | Stump Point  | 033876  | 59.00    | 65     | 38.35     |  |  |
| 9/6/2011   | B104276 | Vegetative  | Stump Point  | 033879  | 58.00    | 70     | 40.60     |  |  |
| 9/6/2011   | B104277 | Vegetative  | Stump Point  | 033880  | 49.00    | 70     | 34.30     |  |  |
| 9/6/2011   | B104278 | C&D         | Stump Point  | 033877  | 53.00    | 70     | 37.10     |  |  |
| 9/6/2011   | B104279 | Vegetative  | Stump Point  | 033878  | 49.00    | 70     | 34.30     |  |  |
| 9/6/2011   | B104280 | Vegetative  | Stump Point  | 033877  | 53.00    | 70     | 37.10     |  |  |
| 9/6/2011   | B104281 | Vegetative  | Stump Point  | 033878  | 49.00    | 70     | 34.30     |  |  |
| 9/6/2011   | B104282 | Vegetative  | Stump Point  | 033877  | 53.00    | 70     | 37.10     |  |  |
| 9/6/2011   | B104283 | Vegetative  | Stump Point  | 033878  | 49.00    | 70     | 34.30     |  |  |
| 9/6/2011   | B104284 | Vegetative  | Stump Point  | 033877  | 53.00    | 70     | 37.10     |  |  |
| 9/6/2011   | B104285 | Vegetative  | Stump Point  | 033878  | 49.00    | 70     | 34.30     |  |  |
| 9/6/2011   | B104286 | C&D         | Stump Point  | 033878  | 49.00    | 65     | 31.85     |  |  |
| 9/6/2011   | B104287 | C&D         | Stump Point  | 033877  | 53.00    | 65     | 29.15     |  |  |
| 9/6/2011   | B104625 | C&D         | Stump Point  | 033883  | 50.00    | 85     | 42.50     |  |  |
| 9/6/2011   | B104626 | C&D         | Stump Point  | 033884  | 49.00    | 85     | 41.55     |  |  |
| 9/6/2011   | B104627 | C&D         | Stump Point  | 033883  | 50.00    | 75     | 37.50     |  |  |
| 9/6/2011   | B104628 | C&D         | Stump Point  | 033884  | 49.00    | 80     | 39.20     |  |  |
| 9/6/2011   | B104629 | C&D         | Stump Point  | 033883  | 50.00    | 80     | 40.00     |  |  |
| 9/6/2011   | B104630 | C&D         | Stump Point  | 033884  | 49.00    | 80     | 39.20     |  |  |
| 9/6/2011   | B104631 | Vegetative  | Stump Point  | 033883  | 50.00    | 70     | 35.00     |  |  |
| 9/6/2011   | B104632 | Vegetative  | Stump Point  | 033884  | 49.00    | 65     | 31.85     |  |  |
| Dare County, NC  |         |             |              |         |          |        |           |  |  |
| Load this Report: 24 Avg. Load Factor: 70.2 DailyCu Yds 669.80 |         |             |              |         |          |        |           |  |  |

**INVOICE**

|  |             |                         |             |
|--|-------------|-------------------------|-------------|
| Invoice No.: CBV092608-0001R   |             | CrowderGulf             |             |
| Date: 3/6/2009   |             | 5435 Business Parkway   |             |
| FEMA Number: FEMA-1791-DR-TX   |             | Theodore, Alabama 36582 |             |
| Hurricane Ike  |             | 251-459-7430 Phone      |             |
|  |             | 251-459-7433 Fax        |             |
| To: City of Bayou Vista  |             | Attn:                   |             |
| 2828 Hwy 6   |             |                         |             |
| Bayou Vista, TX 77563  |             |                         |             |
| Period Covering: 9/23/2008 through 9/25/2008   |             |                         |             |
| Description  | Cubic Yards | Rate/Cubic Yard         | Total       |
| Hauled Debris from ROW Directly to Final Disposal Site   |             |                         |             |
| Allied Waste C&D   | 3,185.70    | \$9.00                  | \$28,871.30 |
| Waste Management C&D   | 272.90      | \$9.00                  | \$2,456.10  |
| Note: Any tipping fee, if applicable, will be billed on a separate invoice as a pass through cost to the County based on incoming cubic yards. |             |                         |             |
| See Backup Documentation Attached  |             |                         |             |
| If you have any questions, please call Gina Yalley 251-459-7430.   |             |                         |             |
| TOTAL:   |             |                         | \$31,127.40 |
| Less 10% Retainage:  |             |                         | \$3,112.74  |
| TOTAL DUE:   |             |                         | \$28,014.66 |

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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 for our clients. 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.

**h. Documenting and Resolving Damages**

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. During the debris removal process there will always be some minor damage situations that occur regardless of the care taken during the work.

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 the 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.

As soon as CrowderGulf's CRP receives a damage report, the following procedures will be implemented:

- Within 48 hours of a written report by the Project Manager, homeowner will be contacted by the CRP to inspect the damage.
- CRP will inspect damage and discuss resolution options with the homeowner.
- A resolution agreement will be determined between the homeowner and our CRP.
- The CRP will document all contacts with the homeowner and the resolution decision reached (see form below)
- Property will be repaired or damages will be paid, depending on reasonable method homeowner chooses.
- CRP will conduct a follow-up visit to ensure that the homeowner is satisfied with the resolution.
- The CRP will have the homeowner sign a damage claim release that indicates that the problem has been successfully resolved and no further action will be taken or required.
- CRP will provide regular updates on status of all damage claims and resolutions to CrowderGulf's Project Manager and Documentation Manager.
- All damage claims documentation is kept on file for a minimum five to seven years. Documentation is available to the City at any time.
- CrowderGulf maintains a database with information and documentation for each claim, including pictures and releases.



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**CrowderGulf Damage Report Form**  
**Damage Claim \* Investigation \* Receipt & Release**

**Damage Claim** Reporting information

|                                       |                       |   |           |
|---------------------------------------|-----------------------|---|-----------|
| Claim Date                            | Claim Time            | Name of Claimant                          |           |
| Claimant's Contact Info               |                       | Please Print or Type                      |           |
| Main ( )                              | Cell ( )              | Work ( )                                  | Other ( ) |
| Property Address                      |                       | Owner's Phone ( ) & Address from Claimant |           |
| Owner's Contact Info                  |                       | Please Print or Type                      |           |
| Main ( )                              | Cell ( )              | Work ( )                                  | Other ( ) |
| Approx. Date and Time Damage Occurred | Description of Damage |   |           |

**Investigation**

|                      |   |
|----------------------|---|
| CG Rep Investigating | Date  |
| Findings             |   |
| Actions Taken        | Please provide details of communication and actions taken |

**Investigation & Resolution Checklist**

- ☐ Phone Call to Owner
- ☐ Photo Document Damage Site
- ☐ ID Level Ticket(s) for property
- ☐ ID Sub Responsible
- ☐ Notify Sub Responsible
- ☐ Execute repairs
- ☐ Release Signed

*Use back of this form to record additional information.*

**Receipt & Release**

FOR AND IN CONSIDERATION of the payment to me in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS, the receipt of which is hereby acknowledged, for work performed by Crowder-Gulf Joint Venture, Inc., being of lawful age, for hereby release, acquit, and forever discharge Crowder-Gulf Joint Venture, Inc., and \_\_\_\_\_ from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses, compensation, and any other losses of any kind or nature, or in any way growing out of, any and all known and unknown personal injuries and property damages resulting from the removal of debris, to include damage to one abandoned umbrella, from my property that occurred on or around (date) \_\_\_\_\_, 20\_\_\_\_.

FURTHERMORE, in consideration of the aforementioned payment, I, \_\_\_\_\_, hereby agree to protect, defend, indemnify, and forever hold harmless the released party, as described above, of and from any and all claims or actions that have been asserted or may be asserted, in any way arising out of the aforementioned damage to my property, including the damage to one abandoned umbrella.

FURTHERMORE, I, \_\_\_\_\_, acknowledge that I have not incurred any personal injury as a result of the removal of debris, including one abandoned umbrella, from my property on or around (date) \_\_\_\_\_, 20\_\_\_\_, and, therefore, forever discharge Crowder-Gulf Joint Venture, Inc., and \_\_\_\_\_ from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses, compensation, and any other losses of any kind or nature, or in any way growing out of the aforementioned incident.

I, \_\_\_\_\_, further state that I have carefully read the foregoing Receipt and Release, understand the contents thereof, and sign same as my own free act.

THIS EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_

\_\_\_\_\_  
 Receiver

\_\_\_\_\_  
 Crowder-Gulf Representative

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Witness

*Damage Claim Form used in field.*

*Screen capture of Damage Claim Form in database.*

**CROWDER GULF** Damage Form

**Reporting Information**

Claim Date:  Claim Time:  Claimant's Full Name:

**Claimant's Contact Information**

Main Phone Number:  Cell:  Work:  Other (email):  Best time to call Claimant:

**Property Owner's Contact Information**

(If different from Claimant)

Owner Name:

Main Phone Number:  Cell:  Work:  Other (email):  Best time to call Owner:

**Property Information / Claims**

Property No:  Property Street:

Property City:  Property State:  Property Zip:

Approximate Date and Time Damage Occurred: Date:  Time:

Description of Damage and/or Incident:  (Driveaway Broken near the road.)

**CG Investigating Information**

CG Rep Investigating:  Date CG Rep Takes Case:  Findings:

Actions Taken:

Receipt Release Signed: ☐ Pictures:

CrowderGulf maintains all documentation for a period of at least five (5) to seven (7) years, depending on the Clients requirements. All tickets and truck certifications, task orders, and any other pertinent documentation are kept in both hard copy and scanned/electronic format. Having all documents in an organized electronic file allows for easy access if and when FEMA audits the work.



## **ESSENTIAL SUPPORT FUNCTIONS**

### **1. 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. The Company 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 of Pompano Beach will be an important part of Readiness Planning. Additionally, a sound and properly executed debris management plan may better position the City for Public Assistance grants reimbursement should a Federal Disaster be declared.

**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's needs and requests.

Usually, training will consist of all or some of the following topics:

- General Understanding of Disaster Declaration Process
- Understand the Importance of Thorough Documentation in all Processes
- Contract Scope of Work and Scope Of Work Timeframe
- FEMA Debris Removal Eligibility & FEMA Required Documentation
- Responsibilities of the City and the Contractor For Debris Management
- Pre-Event Actions
- Management Team Roles and Responsibilities
- Initial Response & Recovery Operations
- Debris Removal and Monitoring Functions
- Truck Certification Process
- Documentation
- Close Out & Reimbursement

### **2. Subcontracting**

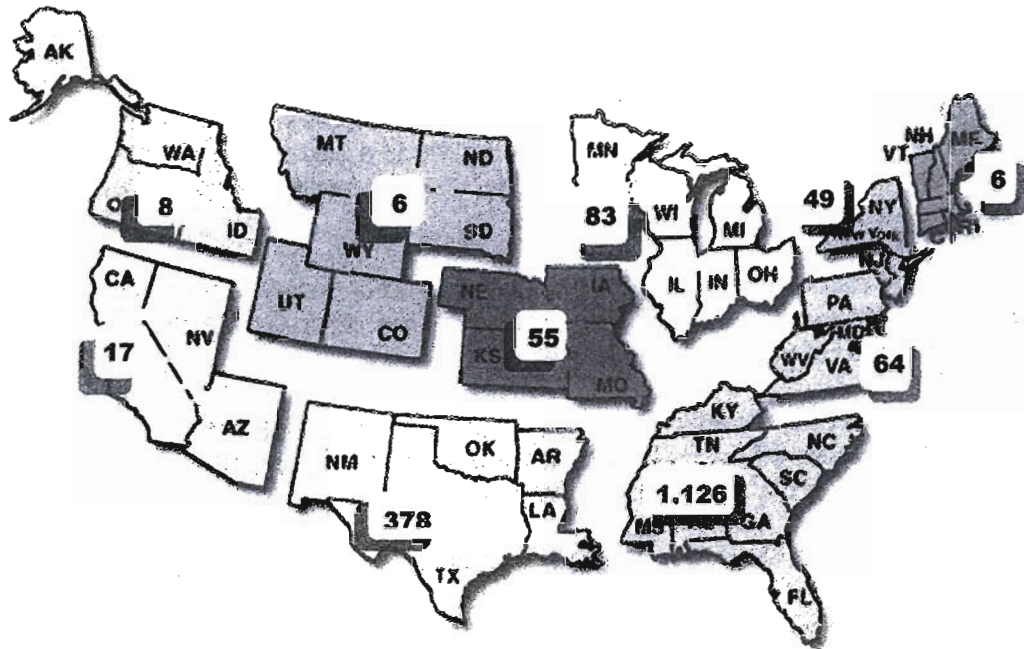
It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in **compliance with 44 CFR 206.10**. We also endeavor to employ a substantial percentage of qualified Women and Minority Business Enterprise (MBE) subcontractors.

In addition, we maintain a national subcontractor **database of over eighteen hundred (1,800) pre-qualified subcontractors**, which allows us to identify companies by size, equipment and geographical location. Prospective subcontractors may visit our website, [www.crowdergulf.com](http://www.crowdergulf.com), to register or may fax information to the Disaster Assistance Office for review. Due to CrowderGulf's reputation of always treating our subcontractors fairly and paying them on a weekly basis, we have a surplus of subcontractors throughout the nation ready to work at a moment's notice.

The graphic below gives a breakdown of the number and general region that we have registered subcontractors. The number changes periodically as new subcontractors register on our website. For several reasons this number grows after a major disaster.

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**a. 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. Provide satisfactory evidence of bonding and licensing that complies with contract and jurisdictional requirements.
2. 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.
3. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
4. 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.
5. Begin work to be performed within two (2) full workdays after a subcontractor is notified of a subcontract award, unless otherwise stipulated in the subcontract arrangements. The subcontractors will pay for all materials, equipment and labor used in the performance of the subcontract(s).
6. 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.
7. Take all reasonable safety precautions with respect to contracted work, complying with all safety, workplace standards and environmental measures as directed by CrowderGulf.
8. Furnish periodic progress reports on the work as directed by CrowderGulf, plus use the debris reporting system selected by CrowderGulf.
9. To provide CrowderGulf with progress payment billings (as agreed in the respective subcontracts).
10. Final payments to subcontractor(s) may be deferred pending receipt of contractual or statutory lien waivers, releases, closeout documents or other encumbrances.
11. Other stipulations may apply as may be required by unique local conditions.

**b. 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 of the client.
2. Promote the use of local contracting by tasking a senior manager to assure notification through local media and organizations.



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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 subcontractor in accord with the CrowderGulf policy.
6. Provide priority subcontracting considerations to/for subcontractors that have provided quality work to the 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 by the company.
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](http://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.

**c. Understanding Requirements**

CrowderGulf takes several steps during the proposal preparation process to ensure local subcontractor participation as well as M/WBE utilization policies are met for the Client. 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 subs 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](http://www.crowdergulf.com), or have been previously solicited by our company. 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](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 subs 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, reiterating the phone conversation.



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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 subs to perform scope of work in lieu of previously committed Subcontractors.

**d. 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.

**e. 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.

**f. 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.

**g. Subcontractor Oversight**

In the past, CrowderGulf has mobilized over two hundred (200) contractors with as many as twenty eight hundred (2,800) people, sixteen hundred (1,600) trucks, and six hundred (600) pieces of loading equipment. To assure the same quality control and efficient operations for the City of Pompano Beach, CrowderGulf's management team will rely on NIMS management protocols to identify the proper number supervisors for each debris management operation. The Company 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.

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### 3. 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.

#### a. "Clean As You Go"

This concept is the centerpiece of our Quality Control Plan. "**Clean As You Go**" is a simple concept that is defined as doing the best job possible the first time so as to reduce the necessity for redoing any work. This policy does not preclude contracted multiple passes. It simply implies that **all** the debris will be removed on every pass, regardless of the number of passes required by the City. This philosophy is especially important for debris work during emergencies or major disasters where restoration of critical public functions is the highest priority.



CrowderGulf was the debris contractor that first coined the term "**CLEAN AS YOU GO**", over fourteen (14) years ago. Recently, the term has been used by other contractors and by municipalities in their RFPs. All CrowderGulf employees, subcontractors and consultants are expected to abide by this policy.

#### b. Inspections

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

#### c. Security

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

#### d. Maintenance

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

CrowderGulf  
Employs Debris-  
Experienced  
Personnel

#### e. Knowledge and Training

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

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#### **4. Health and Safety**

##### **a. 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. The company 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

##### **b. Corporate Commitment to Safety**

CrowderGulf is committed to providing an accident free experience for our employees, subcontractors, visitors to our work sites and to the public we encounter during the execution of our projects. Our leadership team is firmly committed to the belief that "All Accidents Are Preventable". To emphasize our commitment to achieving an accident free experience in every CrowderGulf project, the company's senior executive, Mr. John Ramsay, serves as the senior Safety Official. Mr. Ramsay's personal attention to CrowderGulf's safety, health and accident prevention performance establishes an absolute standard of top priority for all personnel throughout the organization.

Many companies have written safety plans for individual safety topics, but few have a comprehensive plan designed to drive all company operations. CrowderGulf's corporate commitment to safety starts with its written Health and Safety Plan and inculcates all facets of company planning and operations. Our complete 368 page CrowderGulf Health and Safety Plan is available upon request.

##### **c. CrowderGulf's On-Site Safety Plan**

The Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) for the City of Pompano Beach shall include the following commitments:

- Maintaining a safety and health program that meets the requirements of OHSA and all applicable laws.
- Equipping employees and subcontractors with the required safety equipment, hard hats, clothing, and other safety materials necessary to perform specific work tasks.
- Preparing an Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) to inventory and address specific work hazards.
- Providing employees and subcontractors with continuing safety and health training necessary to enable that they 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.



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- 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 as appropriate.
- Assuring that all associates, regardless of position know that they have the right to "Stop the Job" in the event 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**

## **5. 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.

### **a. 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



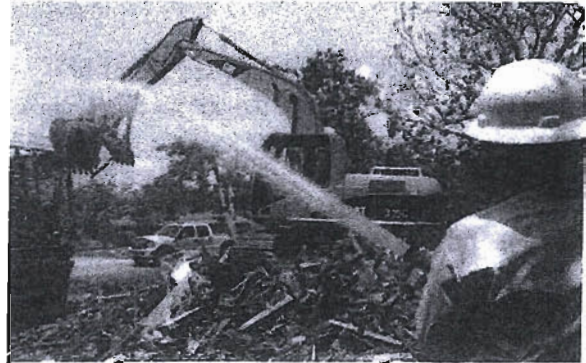
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**b. Environmental and Historic Considerations**

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



**c. 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 of Pompano Beach, 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.

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## **6. 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.

### **a. Developing a Public Information Campaign**

Experienced CrowderGulf personnel will be available to assist the City in 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.



### **b. Distribution Strategy**

The following are suggested vehicles for distributing the information:

- **Media** – Local television, radio, newspapers, or community newsletters
- **Internet Site** – City of Pompano Beach website
- **Public Forums** – Interactive meetings at town hall or shopping area kiosks
- **Direct Mail Products** – Door hangers, direct mail, fact sheets, flyers within billings, and billboards

### **c. 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.

### **d. Debris Information Center**

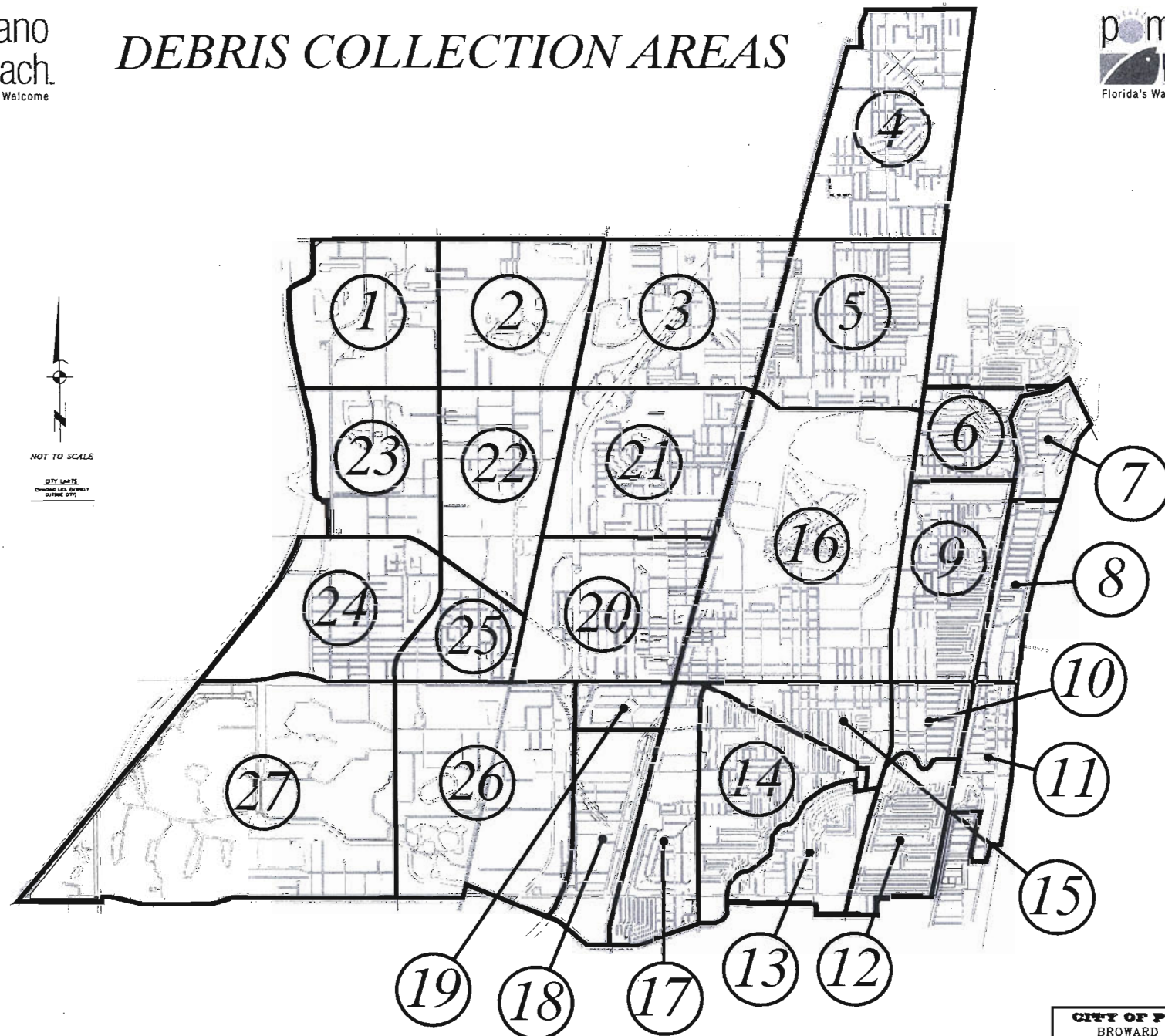
CrowderGulf can assist the City in establishing a temporary debris information center to address concerns and complaints, and answer questions that are not included in the public information campaign at-large. The debris information center may also be utilized to report fraud.

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.



# Exhibit B

# DEBRIS COLLECTION AREAS





# Exhibit C



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**3. Additional Equipment Information**

- To the maximum extent possible, CrowderGulf and its subcontractors shall use self-loading trucks with grapples or grapple attachments. Hand loading will not be employed.
- 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.

**Anticipated outside support /Subcontractor Equipment**

**CrowderGulf's Nation-Wide 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.

| <b>Local to Pompano Beach, FL</b>                 | <b>FL<br/>Regions<br/>6 &amp; 7</b> | <b>State of<br/>FL</b> | <b>US.<br/>2014</b> |
|---|-------------------------------------|------------------------|---------------------|
| <b><u>Number of Registered Subcontractors</u></b> | <b><u>183</u></b>                   | <b><u>551</u></b>      | <b><u>1686</u></b>  |
| Dump Trucks (16-65)                               | 1387                                | 3086                   | 9532                |
| Pick up w/ dump trucks                            | 230                                 | 734                    | 2591                |
| Knuckle-boom trucks                               | 168                                 | 338                    | 1468                |
| Wheel Loader 50hp – 150hp                         | 396                                 | 984                    | 2786                |
| 5 ton Pickup truck                                | 283                                 | 888                    | 3889                |
| Hydraulic Excavator 50hp-150hp                    | 290                                 | 814                    | 3189                |
| Trailer Mounted floodlight                        | 61                                  | 140                    | 658                 |
| Low-bed Trailer w/ tractor                        | 97                                  | 314                    | 1102                |
| Water Truck                                       | 61                                  | 155                    | 486                 |
| Air Curtain Burner                                | 13                                  | 56                     | 188                 |
| Backhoe w/ loader 15                              | 110                                 | 248                    | 1080                |
| Dozer, 2-3 yd blade/root rake blade D7            | 122                                 | 432                    | 1832                |
| Grader, Motor, 12 ft blade 130-140hp              | 37                                  | 119                    | 359                 |
| Chipper   | 87                                  | 146                    | 563                 |
| Tub Grinder 300-400 hp & 800-1000 hp              | 61                                  | 115                    | 426                 |
| Self loading truck                                | 171                                 | 662                    | 3091                |
| Skid steer 40 hp – 80 hp                          | 403                                 | 926                    | 3832                |
| C&D Walking Floor 80-110 CY                       | 149                                 | 226                    | 639                 |
| Mulch Trailer 80-110 CY                           | 4                                   | 28                     | 95                  |
| Bucket Trucks                                     | 143                                 | 345                    | 890                 |
| Barges  | 17                                  | 47                     | 183                 |
| Work Boats  | 64                                  | 109                    | 321                 |
| Vacuum Trucks                                     | 8                                   | 70                     | 217                 |

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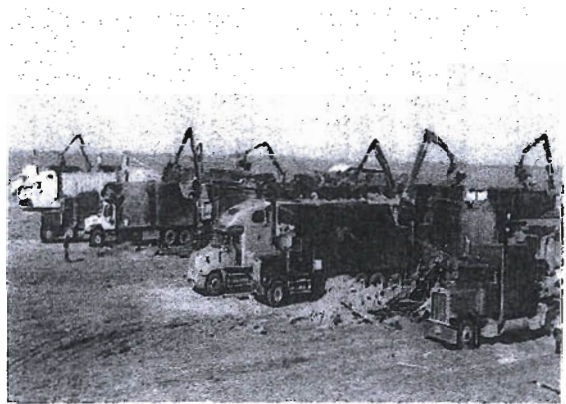
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## **F. Mobilizing Large Workforces**

### **1. Company-owned**

CrowderGulf maintains a current inventory of over three hundred and fifty (350) pieces of company-owned equipment that is debris specific and available for immediate response to a disaster. Company owned equipment will be pre-positioned for emergency PUSH operations and is dispatched to the disaster area immediately upon the receipt of a Notice to Proceed in order to begin restoring critical services in the City of Pompano Beach as quickly as possible.

The following is a partial list of company owned equipment available for use in any debris operation:



| <b>EQUIPMENT</b>  | <b>UNITS</b> |
|---|--------------|
| • Self Loading Trucks; (30 – 100 cubic yards)                                 | 85           |
| • Dump Trucks (16 yards – 24 yards)   | 88           |
| • Dump Trucks (30 yards – 50 yards)   | 65           |
| • 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            |

### **2. 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.***





# Exhibit D



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| Manpower/Equipment Required  | Task Responsibility  | No. per Crew                 |
|--|--|------------------------------|
| Crew Foreman with experience in organizing and running crews with previous work in disaster related jobs | Provide on-site management of crew to ensure quality performance, safety, and maximum productivity                             | 1                            |
| 20 – 60 CY dump trucks with skilled operators &/or 80 - 140 CY self-loader trucks                        | Pick up debris from curbside and haul to Temporary Debris Staging and Reduction Site/Debris Management Sites or final disposal | 4-6<br>(or as area dictates) |
| Chain Saws & Experienced Operators (as needed)   | Reduce large trees and limbs to manageable size and trim debris hanging from loaded trucks                                     | 1-2                          |
| Flagmen  | Direct traffic flow and truck movement   | 3 to 6                       |
| Laborers   | Gather small debris that loaders are unable to grasp   | 2                            |

- **Hours of Operation**

Debris will be collected and loaded during visible daylight hours (dawn to dusk) seven (7) days per week. Debris reduction at the DMS may take place twenty-four hours per day, seven days per week if required by demand and approved by the City.

**d. 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”*** are used interchangeably.

Debris Management Sites (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 Debris Management Site operations. CrowderGulf will work closely with the City of Pompano Beach to identify and secure suitable locations. Specific Site Plans will be developed for each DMS either upon activation or upon request by the City, and will be in compliance with FEMA 325 regulations for site plan development.

Once site selection is approved by the appropriate Debris Managers, CrowderGulf will perform baseline environmental testing protocols as required and will obtain any required special permits and environmental permissions. All costs associated with the preparation, operation, and restoration of Debris Management Sites 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

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### **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, crew 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 (2) entrances/exits with lockable gates
- At the request of the City, the DMS sites 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 feet will be established around the grinder
- Air Curtain Incinerator (ACI) or Open burning safety zone will be established and will be 1,200 feet from any structure (other than inspection tower) and no less than 250 feet 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 foot by 50-foot 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 and prevent spontaneous combustion
- C&D debris disposal or storage area will be separate from other debris areas
- Adequate area maintained at each dumping 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 Debris Management Plan, CrowderGulf will remove debris from those sites on a regular basis as directed by the City's Project Manager.

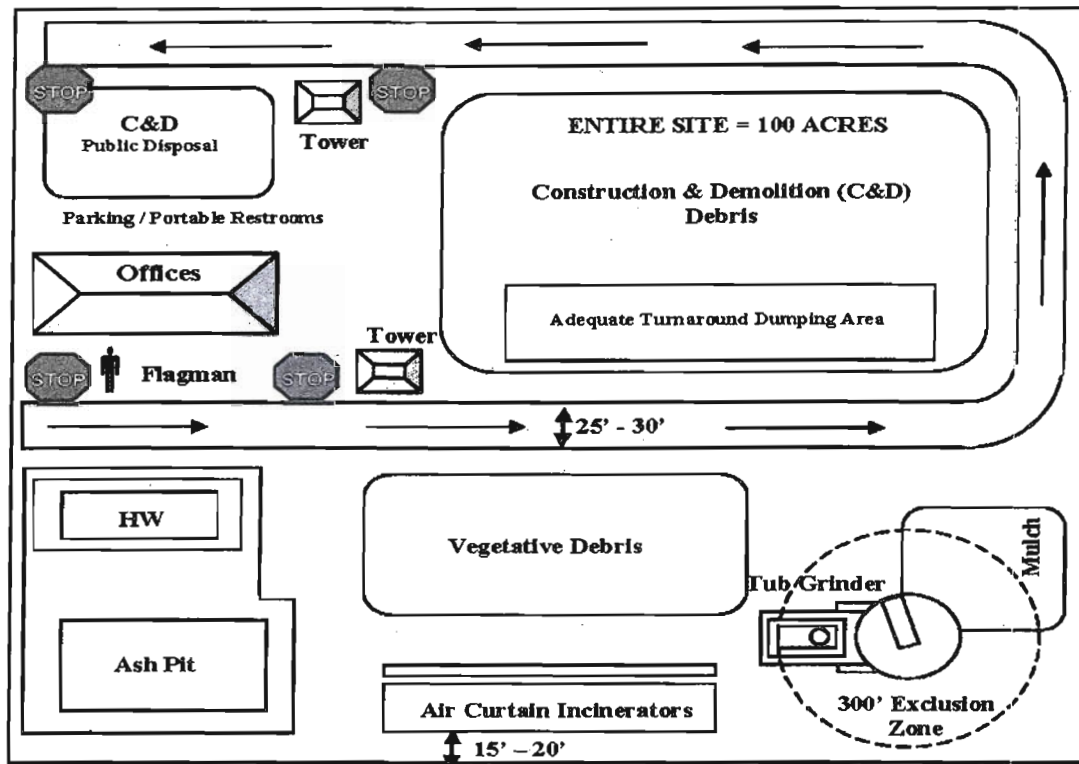
### **DMS Site Plan**

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

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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.



#### e. Inspection Towers

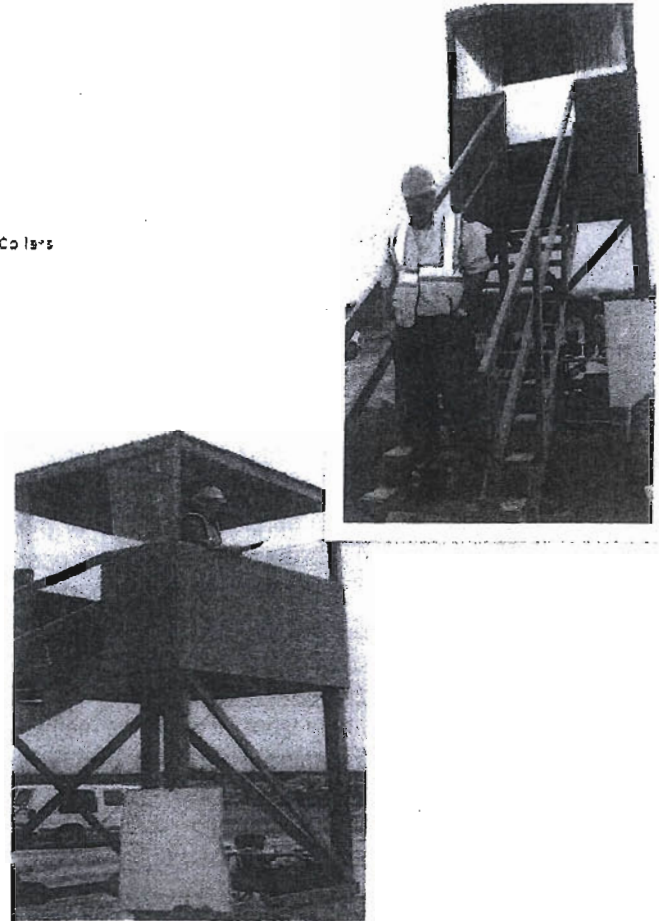
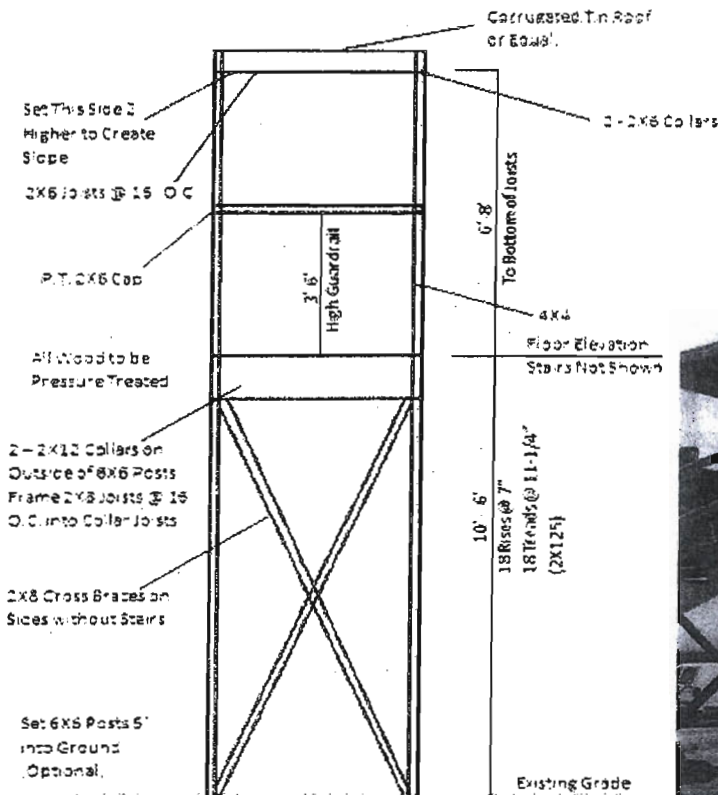
At no cost to the City, CrowderGulf will construct a minimum of one inspection tower at each site adjacent to the roadway. A minimum of one exit lane for all trucks to use will be visible from a tower. This allows for checking truck beds before exiting, ensuring that they are completely empty. The Inspection 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 foot above the existing ground elevation; the floor area shall be 8' by 8', constructed of 2" x 8" 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 four (4) foot 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 (3) inspectors each.
- Towers will be removed at the completion of the project or when the site is no longer in need.



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## Inspection Tower



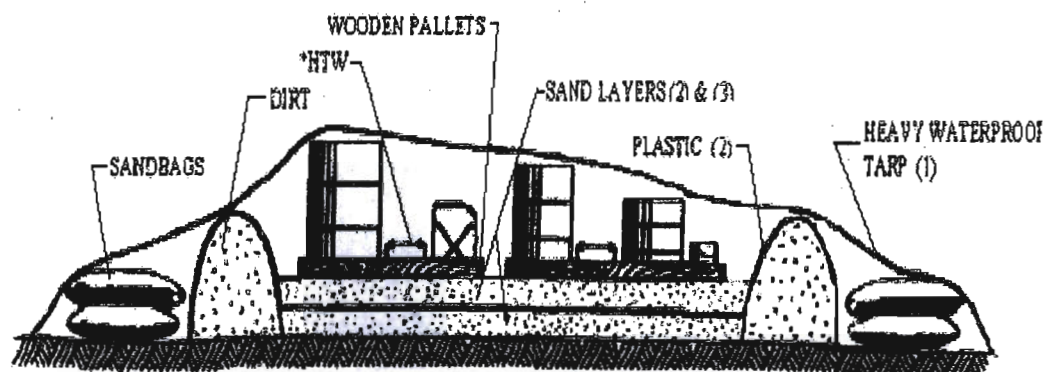
### **f. Hazardous Materials Containment Area**

In accord 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.

### FIELD EXPEDIENT HTW CONTAINMENT CELL

*Minimum Design Criteria for the Hazardous Materials Containment Area:*

- 1) 30' X 30' in size, the perimeter lined with hay bales staked in place
- 2) Water proof liner or plastic ground protection cover
- 3) Rain and snow cover for the entire area



\*HTW INCLUDES: Paint, Solvents, POL (Petroleum, Oil & Lubricants), Batteries, Anti-Freeze, Propane Tanks, Aerosols

#### **NOTES:**

1. Containment cell must be covered at all times
2. Plastic is sandwiched between layers to prevent plastic from tearing
3. Contaminated sand shall be properly contained & disposed of as hazardous waste

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### **g. Debris Separation and Reduction**

#### **Debris Separation**

The Debris Reduction Manager will supervise the separation and segregation of all loads deposited at the debris-staging site. 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
- Hazardous or toxic materials / waste

Vegetative debris will be placed into two or more piles (no more than 15 feet 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.

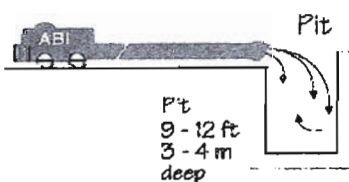
- **Incineration**

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 of the City.

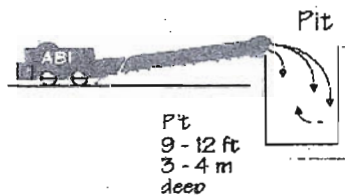
Burning vegetative debris can produce up to a 95 percent reduction rate. In those situations where air curtain incineration may be approved by the City of Pompano Beach, all environmental compliance and safety concerns will be addressed within the site specific plan. Setbacks and buffer zones will be established within and around the reduction sites not only for the public safety but also for the safety of the debris operations. A setback of at least 100 feet will be maintained between the debris piles and the incineration area. There will be a buffer of 1,000 feet 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.

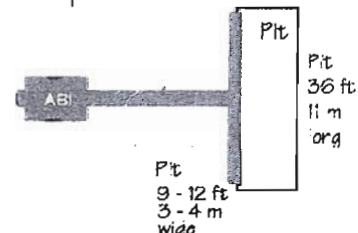
Side View A



Side View B



Top View



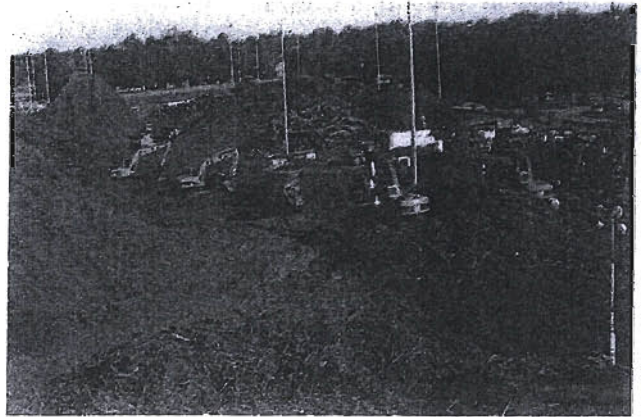
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- **Chipping and Grinding**

The chipping and grinding of vegetative debris reduces the volume by 75 percent. 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 (10) years. When grinding/chipping is utilized as the reduction method, all safety and compliance regulations are enforced throughout the operation. CrowderGulf has ground over twenty five million (25,000,000) cubic yards of debris since 2003.



The CrowderGulf **Environmental Protection Plan** will address and provide detailed guidance on DMS environmental concerns such as dust, smoke, erosion, storm water plus hazardous and toxic wastes. If the DMS is near an environmentally sensitive area or has historical sites in close proximity, special environmental consideration will be taken to protect and preserve such areas.

**Debris Reduction Time Lines**

The following Debris Reduction Plan Time Line provides an overview of tasks and identifies both the management personnel responsible and the time frame within which each task shall be completed.

| <b>DEBRIS REDUCTION PLAN TIME LINE</b>   |  |
|--|--|
| <b>TASK</b>  | <b>TIME FRAME<br/>(from Notice to Proceed)</b> |
| Conduct requirements assessment of damaged area for DMS  | Within 24 hrs                                  |
| Develop dumpsite according to Management Plan, including road construction, erosion control, portable office and 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 and/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 and 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 dumpsite operations for safety & quality control monitoring  | Daily & periodically                           |
| Handle storage and 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                   |



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**Debris Reduction Crews**

**Basic Debris Reduction Crews**

| <b>Personnel / Equipment</b>   | <b>Task Responsibility</b>   | <b>Number per Crew</b>        |
|--|--|-------------------------------|
| Dumpsite Reduction Project Manager                                     | Supervise set up and daily operations of debris reduction site; Ensure that all safety regulations are enforced  | 1 / Site                      |
| Day Foreman  | Monitor incoming trucks, direct separation of materials; Supervise reduction crews; Monitor for safety regulations being followed and report infractions to Foreman  | 1 / Site                      |
| Night Foreman <i>(needed if burning is used as a reduction method)</i> | Supervise reduction crews and secure site; Monitor for safety regulations being followed and report infractions to Foreman   | 1 / Site                      |
| Spotters   | Monitor incoming debris type for designated areas; Ensure drivers dump loads in proper locations at stockpiles for grinder or burner; Direct clean loads of recyclable material to storage areas; Follow all safety requirements and report any infractions by truckers to Foreman | 2 - 4 / Site                  |
| Flagmen  | Direct flow of incoming and outgoing trucks at site ; Follow all safety requirements and report any infractions by truckers 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 immediately for legibility and accuracy; Alert monitor writing tickets when errors occur; Monitor for safety infractions and report to Foreman   | 1 / Site                      |
| Water Truck with spray nozzles and high pressure hose                  | Spray nozzles used for dust control; High pressure for hose for fire control   | 1/ Site                       |
| Road Grader with Operator  | Maintain roads and site  | 1 / Site                      |
| Onsite Fuel and Oil Storage Tanks                                      | Replenish equipment as needed  | 2 -4 /Site                    |
| Track Hoe w/grapple - with Operators                                   | Build burn pit according to Operations Manual; Clean ash from pits & pile in designated areas; Supply debris to burn pit and grinder   | 2 - 4 / Site                  |
| Bulldozer and/or Rubber Tire Loader with Operator                      | Stockpile material; Push debris to Trackhoe  | 2-4/ Site                     |
| Technician / Mechanic for burner                                       | Initial set-up of burner; Assist starting of fires according to Operator Manual; Daily maintenance & care of burner & loader equipment   | 1 / Site if burning is used   |
| 1000-1200hp Tub or Horizontal Grinder                                  | Grind vegetative debris  | 1/ Site when grinding is used |
| Grinder Operator   | Fuel tub grinder and control grinder operation.  | 1/Grinder                     |

**h. Debris Disposal**

Final disposition of the products of debris reduction will be made in accordance with instructions of the City's staff and in keeping with all federal, state, and local laws.

**i. 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.

**j. Construction and Demolition Debris**

All C&D material shall be disposed of in facilities approved by the City in accordance with all federal, state and local laws.

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**k. 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](http://www.garner-es.com)), a highly qualified and licensed Hazmat contractor, to remove and dispose of any such materials.

**l. Debris Recycling Plan**

Based on the debris management goals and objectives of the City of Pompano Beach, CrowderGulf will implement debris recycling programs as marketing opportunities allow. When recycling is feasible, CrowderGulf will monitor procedures to ensure that the recycling contractors comply with local, tribal, state, and federal environmental regulations. Any reimbursement for recycled material will be credited or returned directly to the City.

- **Vegetative Debris** The vast amount of vegetative debris produced by a natural disaster creates a real recycling challenge. We will make maximum efforts to recycle all organic material. Experience has taught us that it will still require freight cost and tipping fees, but recycling is still the best option as opposed to using up valuable landfill space.

Specifically, our plan involves the following:

1. Debris crews will be encouraged to cut tree trunks into eight (8') foot 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 fuels 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 in urban areas.
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 to the Client.
6. If local laws and regulations permit, CrowderGulf will secure land in a rural area(s) as close as possible to our chipping operations. Chips unfit for fuel or chips surplus will be piled on the property, mixed with ash from burning operations that has been tested and free of contaminants, and turned periodically to produce quality marketable compost suitable for landscaping use or applications to farm land.

After Hurricanes Isabel in 2003, and Ivan in 2004, CrowderGulf shipped clean vegetative chips to Italy to be used as bio-mass fuel. After Hurricanes Charley in 2004, and Irene in 2011, local power plants took chips for use as bio-mass fuel. In 2012, after Hurricane Isaac, Mississippi paper mills received all of our clean chips to use for bio-mass fuel.

- **C & D Debris** Concrete, asphalt, and masonry products can be crushed and used as base material for certain road construction products or as a trench backfill. Debris targeted for base materials will need to meet certain size specifications as determined by the end user. the City may choose to recycle these products themselves. As an example, after Hurricane Ike, Galveston City 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.

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**m. Site Closure and Restoration**

Upon completion of debris reduction operations, all DMSs will be restored to as good as or better than 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. Soil and/or ground water will be tested for contaminants (if required). All storage areas and roads will be returned to pre-existing grade. All disturbed areas will be turned by disc and seeded with appropriate grass species and watered if necessary. 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 thirty (30) calendar days of notice from the City that the last load of debris has been delivered.



# Exhibit E

ATTACHMENT ACOST ITEMS

## A. DEBRIS REMOVAL, PROCESSING AND DISPOSAL

| Item | Description  | Unit of Measure | Cost            |
|------|--|-----------------|-----------------|
| 1.   | Vegetative debris removal from public property (right-of-way) and hauling to DMS within the City limits of the City of Pompano Beach   | per cubic yard  | \$ 8.70         |
| 2.   | Vegetative debris removal from public property (right-of-way) and hauling to DMS outside the City limits of the City of Pompano Beach, supplemental charge to be added to 2. above | per cubic yard  | \$ 0.09/cy/mile |
| 3.   | Vegetative debris removal from DMS and hauling to final disposal site within Broward County  | per cubic yard  | \$ 3.50         |
| 4.   | Vegetative debris removal from public property (right-of-way) and hauling to final disposal site within Broward County   | per cubic yard  | \$ 9.00         |
| 5.   | C&D debris removal from public property (right-of-way) and hauling to DMS within the City limits of the City of Pompano Beach  | per cubic yard  | \$ 8.70         |
| 6.   | C&D debris removal from public property (right-of-way) and hauling to DMS outside the City limits of the City of Pompano Beach, supplemental charge to be added to 2. above        | per cubic yard  | \$ 0.09/cy/mile |
| 7.   | C&D debris removal from DMS and hauling to final disposal site within Broward County   | per cubic yard  | \$ 4.00         |
| 8.   | C&D debris removal from public property (right-of-way) and hauling to final disposal site within Broward County  | per cubic yard  | \$ 9.00         |
| 9.   | Debris site management – preparation, management and segregating debris at DMS   | per cubic yard  | \$ 1.00         |
| 10.  | Processing (grinding) of vegetative debris at DMS  | per cubic yard  | \$ 2.70         |
| 11.  | Processing (burning) of vegetative debris at   | per cubic yard  | \$ 1.90         |

|     |  |                              |           |
|-----|--|------------------------------|-----------|
|     | DMS  |                              |           |
| 12. | Pick up and haul of white goods  | per each                     | \$ 40.00  |
| 13. | Pick up and disposal of hazardous material   | per pound                    | \$ 3.00   |
| 14. | Dead animal collection, transportation, and disposal   | per pound                    | \$ 0.50   |
| 15. | Hazardous tree removal <del>and hauling to disposal site</del> , 6 inch diameter to 11.99 inch diameter<br>Per Addendum # 2  | per tree                     | \$ 25.00  |
| 16. | Hazardous tree removal <del>and hauling to disposal site</del> , 12 inch diameter to 23.99 inch diameter<br>Per Addendum # 2 | per tree                     | \$ 40.00  |
| 17. | Hazardous tree removal <del>and hauling to disposal site</del> , 24 inch diameter to 47.99 inch diameter<br>Per Addendum # 2 | per tree                     | \$ 120.00 |
| 18. | Hazardous tree removal <del>and hauling to disposal site</del> , 48 inch diameter and greater<br>Per Addendum # 2            | per tree                     | \$ 200.00 |
| 19. | Hazardous stump removal and hauling to disposal site, >24 inch diameter to 35.99 inch diameter                               | per stump                    | \$ 170.00 |
| 20. | Hazardous stump removal and hauling to disposal site, 36 inch diameter to 47.99 inch diameter                                | per stump                    | \$ 220.00 |
| 21. | Hazardous stump removal and hauling to disposal site, 48 inch diameter and greater   | per stump                    | \$ 300.00 |
| 22. | Hazardous limbs >2 inch in diameter at point of break  | per tree                     | \$ 80.00  |
| 23. | Demolition of structures   | per cubic yard               | \$ 12.00  |
| 24. | Disaster event generated hazardous wastes abatement; biohazardous wastes abatement   | per pound<br>Household (HHW) | \$ 5.00   |
| 25. | Tipping fees to be reimbursed to contractor by City at actual cost   | cost<br>reimbursement        |           |

Per Addendum 4



B. EQUIPMENT

| Item | Description   | Unit of Measure | Cost      |
|------|---|-----------------|-----------|
| 1.   | JD 544, or equal, wheel loader with debris grapple          | per hour        | \$ 100.00 |
| 2.   | JD 644, or equal, wheel loader with debris grapple          | per hour        | \$ 110.00 |
| 3.   | Extendaboom, or equal, forklift with debris grapple         | per hour        | \$ 65.00  |
| 4.   | 753 Bobcat, or equal, skid steer loader with debris grapple | per hour        | \$ 60.00  |
| 5.   | 753 Bobcat, or equal, skid steer loader with bucket         | per hour        | \$ 50.00  |
| 6.   | 753 Bobcat, or equal, skid steer loader with street sweeper | per hour        | \$ 60.00  |
| 7.   | 30-50 HP farm tractor with box blade or rake                | per hour        | \$ 45.00  |
| 8.   | 2-2 1/2 cu. yd. articulated loader with bucket              | per hour        | \$ 90.00  |
| 9.   | 3-4 cu. yd. articulated loader with bucket                  | per hour        | \$ 100.00 |
| 10.  | JD 648E, or equal, log skidder                              | per hour        | \$ 75.00  |
| 11.  | Caterpillar D4, or equal, dozer                             | per hour        | \$ 60.00  |
| 12.  | Caterpillar D6, or equal, dozer                             | per hour        | \$ 90.00  |
| 13.  | Caterpillar D8, or equal, dozer                             | per hour        | \$ 125.00 |
| 14.  | Caterpillar, or equal, 125-140 HP motor grader              | per hour        | \$ 90.00  |
| 15.  | JD 690, or equal, trackhoe with debris grapple              | per hour        | \$ 100.00 |
| 16.  | JD 690, or equal, trackhoe with bucket & thumb              | per hour        | \$ 100.00 |
| 17.  | Rubber tire trackhoe with debris grapple                    | per hour        | \$ 105.00 |
| 18.  | JD 310, or equal, rubber tire backhoe with bucket & hoe     | per hour        | \$ 60.00  |
| 19.  | Rubber tire excavator with debris grapple                   | per hour        | \$ 105.00 |
| 20.  | 210 Prentiss, or equal, knuckleboom with debris grapple     | per hour        | \$ 90.00  |
| 21.  | Caterpillar 623, or equal, self-loader scraper              | per hour        | \$ 150.00 |
| 22.  | Hand fed debris chipper                                     | per hour        | \$ 35.00  |
| 23.  | 300-400 Tub grinder   | per hour        | \$ 350.00 |
| 24.  | Diamond Z, or equal, 800-1,000 HP tub grinder               | per hour        | \$ 500.00 |
| 25.  | 30 Ton crane  | per hour        | \$ 150.00 |
| 26.  | 50 Ton crane  | per hour        | \$ 170.00 |
| 27.  | 100 Ton crane, with 8 hour minimum                          | per hour        | \$ 250.00 |
| 28.  | 40-60' Bucket truck   | per hour        | \$ 90.00  |

|     |   |          |           |
|-----|---|----------|-----------|
| 29. | Service truck   | per hour | \$ 50.00  |
| 30. | Water truck   | per hour | \$ 60.00  |
| 31. | Portable light plant  | per hour | \$ 14.00  |
| 32. | Equipment transports  | per hour | \$ 90.00  |
| 33. | Pickup truck, unmanned                                      | per hour | \$ 14.00  |
| 34. | Self-loading dump truck with knuckleboom and debris grapple | per hour | \$ 125.00 |
| 35. | Single axle dump truck, 5-12 cu. yd.                        | per hour | \$ 45.00  |
| 36. | Tandem dump truck, 16-20 cu. yd.                            | per hour | \$ 60.00  |
| 37. | Trailer dump truck, 24-40 cu. yd.                           | per hour | \$ 70.00  |
| 38. | Trailer dump truck, 41-60 cu. yd.                           | per hour | \$ 85.00  |
| 39. | Trailer dump truck, 61-80 cu. yd.                           | per hour | \$ 100.00 |
| 40. | Power screen  | per hour | \$ 160.00 |
| 41. | Stacking conveyor   | per hour | \$ 35.00  |
| 42. | Off road truck  | per hour | \$ 150.00 |

C. LABOR AND MATERIAL

| Item | Description  | Unit of Measure | Cost      |
|------|--|-----------------|-----------|
| 1.   | Operations Manager   | per hour        | \$ 60.00  |
| 2.   | Superintendent with truck, phone and radio                     | per hour        | \$ 54.00  |
| 3.   | Foreman with truck, phone and radio                            | per hour        | \$ 48.00  |
| 4.   | Safety/quality control inspector with vehicle, phone and radio | per hour        | \$ 50.00  |
| 5.   | Inspector with vehicle, phone and radio                        | per hour        | \$ 32.00  |
| 6.   | Climber with gear  | per hour        | \$ 90.00  |
| 7.   | Saw hand with chainsaw   | per hour        | \$ 32.00  |
| 8.   | Laborers and flagmen   | per hour        | \$ 28.00  |
| 9.   | Timekeeper   | per hour        | \$ 35.00  |
| 10.  | HazMat professional  | per hour        | \$ 180.00 |
| 11.  | Household HazMat inspection and removal crew                   | per hour        | \$ 110.00 |
| 12.  | FEMA public assistance manager                                 | per hour        | \$ 130.00 |
| 13.  | FEMA documentation clerk                                       | per hour        | \$ 50.00  |
| 14.  | Community assistance/hot line operators                        | per hour        | \$ 35.00  |
| 15.  | Project manager/HazMat supervisor                              | per hour        | \$ 85.00  |
| 16.  | Project manager/HazMat supervisor overtime                     | per hour        | \$ 85.00  |
| 17.  | Field logitician/HazMat technician                             | per hour        | \$ 55.00  |
| 18.  | Field logitician/HazMat technician overtime                    | per hour        | \$ 55.00  |
| 19.  | Resources technician   | per hour        | \$ 50.00  |

D. EMERGENCY POWER GENERATORS AND SUPPORT EQUIPMENT

 Initial

| Item | Description                  | Unit of Measure     |          |           | Daily Cost     | Weekly Cost  |
|------|------------------------------|---------------------|----------|-----------|----------------|--------------|
|      |                              | per day<br>(24 Hrs) | per week |           |                |              |
| 1.   | 10 KW generator              | per day<br>(24 Hrs) | per week |           | \$ 325.00      | \$ 800.00    |
| 2.   | 15 KW generator<br>20 kW     | per day<br>(24 Hrs) | per week |           | \$ 356.00      | \$ 875.00    |
| 3.   | 25 KW generator<br>36 kW     | per day<br>(24 Hrs) | per week |           | \$ 493.00      | \$ 1,264.00  |
| 4.   | 50 KW generator<br>48 kW     | per day<br>(24 Hrs) | per week |           | \$ 606.00      | \$ 1,337.00  |
| 5.   | 75 KW generator<br>80 kW     | per day<br>(24 Hrs) | per week |           | \$ 587.00      | \$ 2,000.00  |
| 6.   | 100 KW generator             | per day<br>(24 Hrs) | per week |           | \$ 762.00      | \$ 2,237.00  |
| 7.   | 175 KW generator             | per day<br>(24 Hrs) | per week |           | \$ 1,031.00    | \$ 3,087.00  |
| 8.   | 250 KW generator             | per day<br>(24 Hrs) | per week |           | \$ 1,031.00    | \$3,868.00   |
| 9.   | 300 KW generator             | per day<br>(24 Hrs) | per week |           | \$ 1,750.00    | \$ 4,312.00  |
| 10.  | 350 KW generator             | per day<br>(24 Hrs) | per week |           | \$ 2,012.00    | \$ 5,750.00  |
| 11.  | 500 KW generator             | per day<br>(24 Hrs) | per week |           | \$ 2,623.00    | \$ 7,487.00  |
| 12.  | 750 KW generator             | per day<br>(24 Hrs) | per week |           | \$ 4,750.00    | \$ 11,250.00 |
| 13.  | 800 KW generator             | per day<br>(24 Hrs) | per week |           | \$ 7,815.00    | \$ 8,961.00  |
| 14.  | 1000 KW generator            | per day<br>(24 Hrs) | per week |           | \$ 5,500.00    | \$ 13,362.00 |
| 15.  | 1250 KW generator            | per day<br>(24 Hrs) | per week |           | \$ 6,845.00    | \$ 15,610.00 |
| 16.  | 1500 KW generator            | per day<br>(24 Hrs) | per week |           | \$ 7,500.00    | \$ 19,250.00 |
| 17.  | 1750 KW generator<br>2000 kW | per day<br>(24 Hrs) | per week |           | \$ 7,750.00    | \$ 22,500.00 |
| 18.  | Tails                        | per day<br>(24Hrs)  | per week | per month | \$ 12.00/50.00 | \$ 115.00    |
| 19.  | Cables (400 amp) 50 ft       | per day<br>(24Hrs)  | per week | per month | \$ 16.25/80.00 | \$ 118.00    |

Additional costs for services can be submitted for evaluation.



# Exhibit F

# CrowderGulf

## Disaster Recovery and Debris Management

5435 Business Parkway  
Theodore, Alabama 36582

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

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August 7, 2014

The City of Pompano Beach  
1190 NE 3<sup>rd</sup> Ave – Bldg. B  
Pompano Beach, FL 33060

Re: Commitment letter for Emergency Debris Management and Disaster Recovery Technical Assistance – RFP # E-28-14

Please accept this as a letter of commitment to confirm the availability and the willingness of CrowderGulf to provide debris removal and management services to the City of Pompano Beach within 72 hour's of Notice to Proceed.

CrowderGulf looks forward to continuing our relationship with the City of Pompano Beach. We stand ready to respond immediately in the event the City requests our services. If you have any questions, please do not hesitate to call.

Best regards,

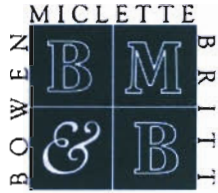


John Ramsay  
President



# Exhibit G





**BOWEN, MICLETTE & BRITT OF FLORIDA, LLC**

MAITLAND – WEST PALM BEACH – SARASOTA

800-474-5686

August 6, 2014

RE: CROWDERGULF JOINT VENTURE, INC.  
Status of Bondability

To Whom It May Concern:

Please accept this letter as evidence of our willingness to provide the necessary 100% Performance and Payment Bonds to CROWDERGULF JOINT VENTURE, INC. in the event they are awarded a project.

It has been our pleasure to provide surety credit for CROWDERGULF JOINT VENTURE, INC. for many years. We have never been called upon for a bond which we have not gladly provided, nor do we anticipate the contractor to undertake any project that we would hesitate to bond because of its size or nature.

We have a line of credit established with Arch Insurance Company allowing for single bonds up to \$150,000,000 and an aggregate program of \$350,000,000. Arch Insurance Company is an A.M. Best Rated company of A+, XV and is listed in the Department of the Treasury Federal Registry with underwriting limitations of \$73,663,000.

We regard this firm as one of the premiere contractors in the industry and we feel the principals of CROWDERGULF JOINT VENTURE, INC. possess broad experience, financial responsibility and high integrity. Without reservation, we highly recommend CROWDERGULF JOINT VENTURE, INC. to you.

This letter is not an assumption of liability, nor should it be considered a bid, payment or performance bond.

Sincerely,

Bowen, Miclette & Britt of Florida, LLC

A handwritten signature in blue ink, appearing to read 'Jim Congelio'.


Jim Congelio  
Attorney-In-Fact

1020 N Orlando Avenue, Suite 200 Maitland, FL 32751

**Insurance \ Bonds \ Risk Management**

[www.bmbinc.com](http://www.bmbinc.com)

# Exhibit H

| CERTIFICATE OF LIABILITY INSURANCE  |   | DATE (MM/DD/YY)<br>8/29/2014  |   |                                   |   |
|---|---|---|---|-----------------------------------|---|
| <b>PRODUCER</b><br><br>Point Clear Insurance Services LLC<br>368 Commercial Park Drive<br>Fairhope, AL 36532-1910   |   | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.<br><br><b>COMPANIES AFFORDING COVERAGE</b><br>COMPANY A THE GRAY INSURANCE COMPANY<br>COMPANY B<br>COMPANY C<br>COMPANY D |   |                                   |   |
| <b>INSURED</b><br><br>CrowderGulf Joint Venture<br>5435 Business Parkway<br>Theodore, AL 36582-1675   |   |   |   |                                   |   |
| <b>COVERAGES</b><br>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   | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT  | XSG-074127  | 9/1/2014  | 9/1/2017                          | GENERAL AGGREGATE Unlimited   |
|   |   |   |   |                                   | PRODUCTS - COMP/OP AGG \$3,000,000.00   |
|   |   |   |   |                                   | PERSONAL & ADV INJURY \$1,000,000.00  |
|   |   |   |   |                                   | EACH OCCURRENCE \$1,000,000.00  |
|   |   |   |   |                                   | FIRE DAMAGE (Any one fire) \$50,000.00  |
| A   | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS | XSAL-075123   | 9/1/2014  | 9/1/2017                          | MED EXP (Any one person) \$5,000.00   |
|   |   |   |   |                                   | COMBINED SINGLE LIMIT \$1,000,000.00  |
|   |   |   |   |                                   | BODILY INJURY (Per person)  |
|   |   |   |   |                                   | BODILY INJURY (Per accident)  |
|   |   |   |   |                                   | PROPERTY DAMAGE   |
|   | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO  | DATE: 8/29/14<br>BY: E. Broderick<br>Risk Mgr.  |   |                                   | AUTO ONLY - EA ACCIDENT   |
|   |   |   |   |                                   | OTHER THAN AUTO ONLY  |
|   |   |   |   |                                   | EACH ACCIDENT   |
|   |   |   |   |                                   | AGGREGATE   |
|   |   |   |   |                                   |   |
| A   | <b>EXCESS LIABILITY</b><br><input type="checkbox"/> UMBRELLA FORM<br><input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM   | GXS-042963  | 9/1/2014  | 9/1/2015                          | EACH OCCURRENCE \$4,000,000.00  |
|   |   |   |   |                                   | AGGREGATE \$4,000,000.00  |
|   |   |   |   |                                   |   |
| A   | <b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b><br>THE PROPRIETOR/<br>PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL   | XSWC-070843   | 9/1/2014  | 9/1/2017                          | <input checked="" type="checkbox"/> WC STATUTORY LIMITS<br><input type="checkbox"/> OTHER |
|   |   |   |   |                                   | EL EACH ACCIDENT \$1,000,000.00   |
|   |   |   |   |                                   | EL DISEASE - POLICY LIMIT \$1,000,000.00  |
|   |   |   |   |                                   | EL DISEASE - EA EMPLOYEE \$1,000,000.00   |
|   | <b>OTHER</b>  |   |   |                                   |   |
| <b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS</b><br>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.<br><br>Emergency Debris Management and Disaster Recovery Technical Assistance        |   |   |   |                                   |   |
| <b>CERTIFICATE HOLDER</b>   |   |   | <b>CANCELLATION</b>   |                                   |   |
| City of Pompano Beach, Florida<br>Attn: Ascelete Hammond<br>Deputy City Clerk<br>100 West Atlantic Blvd.<br>Pompano Beach, FL 33060   |   |   | 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. |                                   |   |
|   |   |   | <b>AUTHORIZED REPRESENTATIVE</b><br><br>                                    |                                   |   |
| GCF 00 50 01 01 12  |   |   | THE GRAY INSURANCE COMPANY  |                                   |   |



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.

8/29/18  
Approved  
EBelcher  
Risk Mgr

# Exhibit I

## 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.

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## **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.

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**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.

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**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.