



## TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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Official Agenda for the June 15, 2021  
Regular Town Council Meeting called for 6:00 P.M.

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**Zoom Room Meeting ID: 879 3044 8984 Password: 692566**

**For Dial In Only: Call 929.205.6099 Meeting ID: 879 3044 8984**

THE PUBLIC MAY PARTICIPATE AT GOOD AND WELFARE; PLEASE HOLD ALL QUESTIONS AND COMMENTS UNTIL THEN! THE PUBLIC IS ENCOURAGED TO SUBMIT ALL COMMENTS VIA EMAIL TO [LPEREZ@GOLDENBEACH.US](mailto:LPEREZ@GOLDENBEACH.US) BY 2:00 P.M. TUESDAY, JUNE 15, 2021.

**A. MEETING CALLED TO ORDER**

**B. ROLL CALL**

**C. PLEDGE OF ALLEGIANCE**

**D. PRESENTATIONS / TOWN PROCLAMATIONS**

RECOGNITION OF OFFICER JOSEPH BAUTISTA – PROMOTED TO SERGEANT

RECOGNITION OF GOLDEN BEACH YOUTH LEADERSHIP GROUP MEMBERS  
FOR PARTICIPATION IN ZOOM COOKING CLASS

**E. MOTION TO SET THE AGENDA**

ADDITIONS/ DELETIONS/ REMOVAL OF ITEMS FROM CONSENT  
AGENDA/ AND CHANGES TO AGENDA

**F. GOOD AND WELFARE**

**G. MAYOR'S REPORT**

**H. CORONAVIRUS UPDATE**

**I. COUNCIL COMMENTS**

**J. TOWN MANAGER REPORT**

**K. TOWN ATTORNEY REPORT**

**L. ORDINANCES – SECOND READING**

None

**M. ORDINANCES - FIRST READING**

**1. An Ordinance of the Town Council Amending Division 3, Article 3, Chapter 2, Building Regulation Advisory Board and Chapter 50, Design Review Procedures**

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING DIVISION 3, ARTICLE 3, CHAPTER 2, BUILDING REGULATION ADVISORY BOARD AND CHAPTER 50, SECTION 50-2 DESIGN REVIEW PROCEDURES, TO AMEND BOARD PROCEDURES AND PROVIDE FOR DESIGN REVIEW OF NEW CONSTRUCTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 1  
Resolution No. 596.21

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 596.21

**2. An Ordinance of the Town Council Amending the Town's Land Development Regulations, Chapter 66, To Clarify the Definition of a Single-Family Residential Dwelling.**

AN ORDINANCE OF THE TOWN OF GOLDEN BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING THE TOWN'S LAND DEVELOPMENT REGULATIONS, CHAPTER 66, ARTICLE III, DISTRICT REGULATIONS, SECTION 66-67 ZONING DISTRICTS, TO CLARIFY THE DEFINITION OF A SINGLE-FAMILY RESIDENTIAL DWELLINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 2  
Resolution No. 597.21

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 597.21

**N. QUASI JUDICIAL RESOLUTIONS**

None

**O. TOWN MAJOR PROJECTS UPDATE**

- Civic Center Complex Masterplan
- Center Island Pump Station
- Fiber Project

## **P. CONSENT AGENDA**

- 3. Official Minutes of the April 20, 2021 Regular Town Council Zoom Virtual Meeting**
- 4. A Resolution of the Town Council Authorizing the Purchase of One Chevrolet Tahoe, One Ford F-150 and One Ford Transit for the Police Department.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND EQUIPPING OF ONE CHEVROLET TAHOE, ONE FORD F-150 AND ONE FORD TRANSIT AND THE USE OF GENERAL FUNDS TO PURCHASE AND EQUIP THE VEHICLES ; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 4  
Resolution No. 2744.21

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2744.21

- 5. A Resolution of the Town Council Approving the Proposal from Mainguy Landscape Services for landscape work at the two new bus shelters locations**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE PROPOSAL PROVIDED BY MAINGUY LANDSCAPE SERVICES FOR THE REMOVAL OF EXISTING VEGETATION AND INSTALLATION OF A NEW IRRIGATION SYSTEM TO ACCOMMODATE THE INSTALLATION OF TWO NEW BUS SHELTERS IN TOWN; PROVIDING FOR A WAIVER OF BIDDING PROCEDURES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 5  
Resolution No. 2745.21

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2745.21

**6. A Resolution of the Town Council Approving A Contract with Custom Tree Care, Inc. for Disaster Debris Removal and Disposal Services.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A CONTRACT WITH CUSTOM TREE CARE, INC. FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 6  
Resolution No. 2746.21

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2746.21

**7. A Resolution of the Town Council Approving A Joint Project Agreement with the State of Florida Department of Transportation for Turf and Landscape Maintenance.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A JOINT PROJECT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR TURF AND LANDSCAPE MAINTENANCE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING THE MAYOR AND TOWN MANAGER TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 7  
Resolution No. 2747.21

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2747.21

**Q. TOWN RESOLUTIONS**

**8. A Resolution of the Town Council Approving Amendment #1 to the 2020-2021 Fiscal Year Operating Budget.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AMENDMENT #1 TO THE 2020-2021 FISCAL YEAR OPERATING BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 8  
Resolution No. 2748.21

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2748.21

**9. A Resolution of the Town Council Approving A Contract with Southeastern Engineering, Inc. for the Tweddle Park Stormwater Outfall Fittings Replacement.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AN AGREEMENT WITH SOUTHEASTERN ENGINEERING CONTRACTORS, INC. FOR THE TWEDDLE PARK STORMWATER OUTFALL FITTINGS REPLACEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 9  
Resolution No. 2749.21

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2749.21

**10. A Resolution of the Town Council Approving the Terms of a Communication Services Installation and Service Agreement with Hotwire Communications, Ltd.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE TERMS OF A COMMUNICATION SERVICES INSTALLATION AND SERVICE AGREEMENT WITH HOTWIRE COMMUNICATIONS, LTD. FOR TELECOMMUNICATION SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 10  
Resolution No. 2750.21

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2750.21

**R. DISCUSSION & DIRECTION TO TOWN MANAGER**

Mayor Glenn Singer:

None Requested

Vice Mayor Judy Lusskin:  
None Requested

Councilmember Bernard Einstein:  
None Requested

Councilmember Jaime Mendal:  
None Requested

Councilmember Kenneth Bernstein:  
None Requested

Town Manager Alexander Diaz

- 2021 Town Hall End of Year Holidays Closure December 27<sup>th</sup> – 31<sup>st</sup>

## **S. ADJOURNMENT:**

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### **DECORUM:**

ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COUNCIL SHALL BE BARRED FROM THE COUNCIL CHAMBERS BY THE PRESIDING OFFICER. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR OPPOSITION TO A SPEAKER OR HIS OR HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACE CARDS SHALL BE ALLOWED IN THE COUNCIL CHAMBERS. PERSONS EXITING THE COUNCIL CHAMBERS SHALL DO SO QUIETLY.

THE USE OF CELL PHONES IN THE COUNCIL CHAMBERS IS NOT PERMITTED. RINGERS MUST BE SET TO SILENT MODE TO AVOID DISRUPTION OF PROCEEDINGS.

PURSUANT TO FLORIDA STATUTE 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT: IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR THAT PURPOSE, AFFECTED PERSONS MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHER INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

IF YOU NEED ASSISTANCE TO ATTEND THIS MEETING AND PARTICIPATE, PLEASE CALL THE TOWN MANAGER AT 305-932-0744 EXT 224 AT LEAST 24 HOURS PRIOR TO THE MEETING.

RESIDENTS AND MEMBERS OF THE PUBLIC ARE WELCOMED AND INVITED TO ATTEND.



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** June 15, 2021

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,  
Town Manager

Item Number:

1

**Subject:** Ordinance No. 596.21 – Revising the Town of Golden Beach –  
Building Regulation Advisory Board Design Review  
Procedures and Chapter 50 Building and Building  
Regulations, Sect 50-2 Design Procedures

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Ordinance No. 596.21 as presented.

### **Background:**

Town Council has studied the current Code provisions of the Town and found that certain modifications are necessary and desirable to provide appropriate review of design for all new construction to ensure compatibility and cohesiveness in residential architectural design while preserving the Town's historic and neighborhood character, providing for new development that responds to the existing context of the built environment and open spaces

Amending Division 3, "Building Regulation Advisory Board", of Article III, "Boards, Committees, Commissions", of the Town Code of Ordinances, by modifying the duties of the Town's Building Regulation Advisory Board.

Amending Chapter 50 – Buildings and Building Regulations, Section 50-2 Design review procedures. To Amend Board procedures and provide for Design Review of New Construction.

### **Fiscal Impact:**

None

1                                   **TOWN OF GOLDEN BEACH, FLORIDA**

2  
3                                   **ORDINANCE NO. 596.21**

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5                   **AN ORDINANCE OF THE TOWN OF GOLDEN BEACH,**  
6                   **FLORIDA, AMENDING THE TOWN'S CODE OF**  
7                   **ORDINANCES BY AMENDING DIVISION 3, ARTICLE 3,**  
8                   **CHAPTER 2, BUILDING REGULATION ADVISORY**  
9                   **BOARD AND CHAPTER 50, SECTION 50-2 DESIGN**  
10                  **REVIEW PROCEDURES, TO AMEND BOARD**  
11                  **PROCEDURES AND PROVIDE FOR DESIGN REVIEW OF**  
12                  **NEW CONSTRUCTION; PROVIDING FOR SEVERABILITY;**  
13                  **PROVIDING FOR CODIFICATION; PROVIDING FOR**  
14                  **CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

15  
16               **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166,  
17 Florida Statutes, provide municipalities the authority to exercise any power for municipal  
18 purposes, except where prohibited by law, and to adopt ordinances in furtherance of such  
19 authority; and

20               **WHEREAS**, the Town Council of the Town of Golden Beach ("Town Council") finds  
21 it periodically necessary to amend its Code of Ordinances and Land Development Code  
22 ("Code") in order to update regulations and procedures to maintain consistency with state  
23 law and to implement municipal goals and objectives; and

24               **WHEREAS**, the Town Council periodically studies land development trends and  
25 issues and amends the Town's Land Development Regulations accordingly; and

26               **WHEREAS**, the Town Council has studied the current Code provisions of the Town  
27 and found that certain modifications are necessary and desirable to provide appropriate  
28 review of design for all new construction to ensure compatibility and cohesiveness in  
29 residential architectural design while preserving the Town's historic and neighborhood  
30 character, providing for new development that responds to the existing context of the built  
31 environment and open spaces; and



32           **WHEREAS**, the Town Council wishes to establish a design review procedure and to  
33 vest the existing Building Regulation Advisory Board with authority for design review of new  
34 construction; and

35           **WHEREAS**, in order to ensure the Building Regulation Advisory Board has the  
36 necessary expertise to address design review and provide applicants with adequate  
37 process, the Town Council finds it necessary to clarify its composition, amend its  
38 procedures, and set forth criteria for evaluation of design review applications; and

39           **WHEREAS**, the Town Council held duly advertised public meetings to consider the  
40 proposed modifications to the Town's Land Development Regulations.

41           **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF GOLDEN**  
42 **BEACH, FLORIDA:**

43           **Section 1. Recitals.** That the recitals set forth above are hereby adopted and  
44 confirmed.

45           **Section 2. Amending Code.** That the Code of Ordinances of the Town of  
46 Golden Beach, Florida is hereby amended by revising Division 3, "Building Regulation  
47 Advisory Board," Article 3, Chapter 2, Sections 2-76 through 2-82 and Chapter 50  
48 "Buildings and Building Regulations," Section 50-2 "Design review procedures", which  
49 sections shall read as follows:<sup>1</sup>

50  
51 **DIVISION 3. - BUILDING REGULATION ADVISORY BOARD**

52  
53 **Sec. 2-76. - Creation, composition and qualifications.**  
54

- 55           (a) There is hereby created and established the Town of Golden Beach Building  
56 Regulation Advisory Board (the "Board") consisting of up to five members and

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<sup>1</sup> Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~. Additions added between first and second reading are shown in double underline.

two alternates who shall be appointed by resolution of the Town Council, and shall hold office at the pleasure and will of the Town Council. Members of the Board shall serve without compensation and shall not be reimbursed for travel, mileage, or per diem expenses.

(b) Each member of the Board shall be a qualified elector of the Town of Golden Beach who has continuously resided within the Town for the six-month period immediately prior to the appointment, and shall not be an employee of the Town. Any member who ceases to reside within the Town limits during his or her term of office shall be deemed to have resigned as of the date of his or her change of residence from the Town. In the event of the resignation or removal of any member of the Board, the Town Council shall appoint by resolution a person to fill the vacancy on such Board for the unexpired portion of the term of the member vacating such office. ~~In appointing~~ At least three of the members of the Board, or alternates must be one the following ~~guidelines shall be~~ considered:

~~(1) Expressed interest and/or experience in construction, building, design, development, and/or architecture projects, programs and activities.~~

~~(2) Evidence of a commitment to serve and act in the best interests of the citizens of Golden Beach.~~

(1) Florida-licensed general contractor or a construction management professional with at least three years of professional experience as a construction project manager, construction superintendent or construction estimator;

(2) Florida licensed PE or a civil, mechanical, electrical, chemical or environmental engineer with a baccalaureate degree in engineering and three years of professional experience;

(3) Certified planner (AICP) or a planning professional with a graduate degree in planning from a program accredited by the Planning Accreditation Board with at least three years of professional planning experience or a bachelor's degree in planning from a program, accredited by the Planning Accreditation Board (PAB) with at least three years of professional planning experience;

(4) Florida-licensed landscape architect with at least three years of professional experience;

(5) Registered interior designer with at least three years of professional experience;

(6) Florida-licensed attorney with at least three years of professional experience;

(7) Florida-licensed architect; or

(8) Real estate developer with three years of professional experience, as either the principal or executive.

- (c) In the event that a member of the Board shall be absent from a duly-called meeting of the Board for three consecutive meetings, or in the event that a member has three unexcused absences in a calendar year, such member shall be subject to removal as a member of the Board by vote of two-thirds of the remaining members of the Board.

- (d) The Town Manager or designee shall serve as an ex-officio (non-voting) member of the Board and provide necessary staff support for the Board.

Sec. 2-77. - Term of office.

Board members shall serve for a term of one year and may be re-appointed.

Sec. 2-78. — ~~Advisory capacity.~~ Reserved.

~~The powers and duties of the Board shall be solely of an advisory nature to the Town Council.~~

Sec. 2-79. - Jurisdiction and duties.

Action of the Board shall be in the form of a written recommendation of advice to the Town Council, or as an approval, approval with conditions, or denial of a design review application. The following matters shall be within the advisory jurisdiction of the Board:

- ~~(1) Review plans for all new residences, exterior alterations of existing structures and any additional structures on the premises of existing residences.~~
- (1) Recommend to the Town Council the granting or denial of requests for variance from the literal enforcement of the zoning regulations pursuant to section 66-41 of this Code.
- (2) Recommend to the Town Council interpretation regarding apparent conflicts or inconsistencies in the zoning provisions in chapter 66 of this Code on the adoption of proposed amendments to the land development regulations.
- (3) The Board shall perform design review of (1) new construction; and (2) any renovation, addition, or change to an exterior façade, any portion of which is visible from public or private property, in accordance with Section 50-2.
- (4) Other duties expressly assigned to the Board by the Town Council by resolution.

Sec. 2-80. - Rules of procedure.

- (a) *Generally.* The Board shall utilize Robert's Rules of Order for the rules of procedure for the conduct of meetings of the Board.
- (b) *Chairperson and vice-chairperson;* election; term. During the first meeting of the Board, the members shall elect one of its members to act as Chairman

and may elect a Vice-Chairman, both of whom shall serve only one term in that capacity within any two-year period.

- (c) *Quorum.* At least two of all five members of the Board must be present at a meeting for a quorum to exist to transact business of the Board, except when considering variance applications in which event a majority of the members must be present. Official action shall be taken by the Board only upon the concurring vote of a majority of the members present at an official meeting of the Board.
- (d) *Recording of meetings; minutes.* Each meeting of the Board shall be electronically recorded. Minutes of each Board meeting shall be kept and prepared by the Town Clerk or Town Manager's designee.
- (e) *Quasi-judicial Hearing.* Design review applications shall be considered at a duly noticed, quasi-judicial public hearing. The applicant shall be entitled to present the application after staff presents its recommendation and any interested member of the public may comment. The Board shall consider all relevant evidence presented, and shall base its decision on substantial competent evidence. The Board may recommend approval, recommend approval with conditions, deny, or defer an application for consideration at a future meeting.

Sec. 2-81. - Notice to neighboring property owners.

- (a) Prior to a hearing before the Board, the applicant and owners of property within the corporate limits of the Town of Golden Beach, who are within 300 feet in each direction of any parcel wherein a request for a variance is being made concerning that parcel, shall be notified by certified mail, return receipt requested, and regular mail, ten days prior to the time that such request shall be considered by the Board.
- (b) The notice shall set forth the legal description and street address of the property for which the request is being made, the time and place when the request will be considered and the nature of the request.

Sec. 2-82. - Fees for hearings.

The Town Council shall set by resolution a fee to be paid by any applicant seeking or requesting a hearing before the Board. The fee shall be paid at the time the application for a hearing is filed. The application shall not be considered complete or properly filed until the fee has been paid.

Secs. 2-83-2-90. - Reserved.

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184  
185 **Chapter 50 - BUILDINGS AND BUILDING REGULATIONS**  
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187 \*\*\*

188 Sec. 50-2. - Design review procedures.  
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190 ~~The applicant shall have up to 18 months, or such lesser time as may be specified~~  
191 ~~by the Building Regulation Advisory Board, from the date of the board meeting at~~  
192 ~~which the design review approval was granted, to obtain a full building permit.~~

193 ~~If the applicant fails to obtain a full building permit within 18 months, or such lesser~~  
194 ~~time as may be specified by the board, of the date of the meeting at which design~~  
195 ~~approval was granted, and/or the construction does not commence and proceed~~  
196 ~~in accordance with the said permit and the requirements of the applicable Florida~~  
197 ~~Building Code, then all related Council, Building Regulation Advisory Board and~~  
198 ~~staff approvals will be deemed null and void.~~

199 ~~The applicant will be required to re-submit to the Building Regulation Advisory~~  
200 ~~Board for their approval under the Building and Development Regulations and Site~~  
201 ~~Development Standards then in effect.~~

202 (a) Purpose. The purpose of this section is to promote compatibility and cohesiveness  
203 in residential architectural design while preserving the Town's historic architectural  
204 and neighborhood character, providing for new development that responds to the  
205 existing context of the built environment and open spaces. The Building  
206 Regulation Advisory Board (the "Board") shall review and evaluate applications as  
207 to whether the design of new development and/or improvements within the Town  
208 are compatible with existing development, are of cohesive architectural character,  
209 provide sufficient buffering of uses from public property and rights-of-way and  
210 adjacent properties, and are consistent with any supplemental criteria approved by  
211 the Town Council by resolution and kept on file with the Town Clerk.  
212

213 (b) Applicability. All (1) new construction; and (2) any exterior renovation, addition, or  
214 change to an exterior façade (including, without limitation, change of façade  
215 materials, any portion of which is visible from public or private property, shall  
216 obtain approval from the Building Advisory Board prior to applying for a building  
217 permit.  
218

219 Once a completed application for a Design approval is received and all applicable  
220 fees are paid, the Town Manager or his designee shall schedule the application  
221 for consideration of the Board on the next regularly scheduled meeting.  
222

223 (c) Criteria. In reviewing the application, the Building Advisory Board shall consider  
224 the following:

- 225 a. The exterior building components and external architectural features shall  
226 have attractive and cohesive architectural character.

- 227 b. The orientation, appearance and design of external architectural features of  
228 new and existing buildings and structures, and/or additions or modifications  
229 to existing buildings and structures, shall indicate sensitivity to and shall be  
230 compatible with the streetscape and adjacent property, enhance the  
231 appearance of surrounding properties, and create or maintain important  
232 view corridor(s).
- 233 c. Landscaping and paving materials shall ensure a cohesive relationship with  
234 and enhancement of the overall site plan design.
- 235 d. Buffering materials shall ensure that headlights of vehicles, noise, light, and  
236 mechanical equipment are adequately shielded from public view, adjacent  
237 properties and sidewalks.
- 238 e. Colors shall be subtle and harmonious with the landscaping and nearby  
239 buildings and structures. Bright or brilliant colors may be used for accent  
240 only.
- 241 f. All rooftops of buildings with flat roof decks shall be designed to minimize  
242 negative appearances by screening mechanical equipment and utility  
243 hardware, and by minimizing the ponding of stormwater through use of  
244 drains and scuppers. Rooftops shall be designed to allow for the continued  
245 maintenance of the roof surface in an attractive manner.
- 246 g. Mechanical equipment and utility hardware on roofs, ground or buildings  
247 shall be screened from view of any adjacent property or public view with  
248 materials harmonious with the building, or shall be located so as not to be  
249 visible from streets, waterways, and adjoining properties. Screening shall  
250 be of such material and color so that it matches or blends with the existing  
251 roof or portion above the top floor where it is installed.
- 252 h. The choice of materials and their usage shall be conducive to regular  
253 maintenance and durability.
- 254
- 255 (d) Board decision. The Board shall base its decision on substantial competent  
256 evidence and may approve, approve with conditions, deny, or defer an application  
257 for further consideration at a future hearing of the Board.

259 Building Permit. The applicant shall have up to 18 months from the date of the  
260 Approval is issued by the Building Advisory Board, or such lesser time as may be  
261 specified by the Board, to obtain a full building permit.

263 Any permit issued shall meet the conditions of the approval, if any. If the applicant  
264 fails to obtain a full building permit within 18 months of the date of the issuance of  
265 the approval by the Building Advisory Board, or such lesser time as may be  
266 specified by the Board, and/or the construction does not commence and proceed  
267 in accordance with said permit and the requirements of the applicable Florida  
268 Building Code, then all related Council, Board and staff approvals will be deemed  
269 null and void.

- (e) The applicant will be required to re-submit to the Board for approval of the design, and/or for other applicable approvals, under the codes and supplemental design criteria then in effect.

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**Section 3. Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 4. Codification.** That it is the intent of the Town Council that the provisions of this ordinance shall become and be made a part of the Town's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered, and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 5. Conflicts.** That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

**Section 6. Effective Date.** That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

The Motion to adopt the foregoing Ordinance was offered by \_\_\_\_\_, seconded by \_\_\_\_\_, and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Bernard Einstein	_____
Councilmember Jaime Mendal	_____
Councilmember Kenneth Bernstein	_____

300

301 **PASSED AND ADOPTED** on first reading this 15<sup>th</sup> day of June, 2021

302 The Motion to adopt the foregoing Ordinance was offered by \_\_\_\_\_,

303 seconded by \_\_\_\_\_, and on roll call the following vote ensued:

304 Mayor Glenn Singer \_\_\_\_\_

305 Vice Mayor Judy Lusskin \_\_\_\_\_

306 Councilmember Bernard Einstein \_\_\_\_\_

307 Councilmember Jaime Mendal \_\_\_\_\_

308 Councilmember Kenneth Bernstein \_\_\_\_\_

309

310 **PASSED AND ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_ 2021.

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315 ATTEST:

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319 \_\_\_\_\_  
LISSETTE PEREZ

320 TOWN CLERK

321

322

323

324 APPROVED AS TO FORM  
325 AND LEGAL SUFFICIENCY:

326

327

328

329 \_\_\_\_\_  
STEPHEN J. HELFMAN

330 TOWN ATTORNEY





# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** June 15, 2021

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,  
Town Manager

Item Number:

2

**Subject:** Ordinance No. 597.21 – Amending the Town’s Land  
Development Regulation to Clarify the Definition of a Single-  
Family Residential Dwelling

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Ordinance No. 597.21 as presented.

### **Background:**

This Ordinance will provide for additional enforceable provisions to ensure that homes in Town are being used for the purposes provided within the Ordinance.

We anticipate that this Ordinance will assist our efforts to limit the type of activities homes in Town are being used for (i.e. commercial parties, hosted events for other purposes, etc.).

### **Fiscal Impact:**

None

1 TOWN OF GOLDEN BEACH, FLORIDA

2  
3 ORDINANCE NO. 597.21

4  
5 AN ORDINANCE OF THE TOWN OF GOLDEN BEACH,  
6 FLORIDA, AMENDING THE TOWN'S CODE OF  
7 ORDINANCES BY AMENDING THE TOWN'S LAND  
8 DEVELOPMENT REGULATIONS, CHAPTER 66, ARTICLE  
9 III, DISTRICT REGULATIONS, SECTION 66-67 ZONING  
10 DISTRICTS, TO CLARIFY THE DEFINITION OF A SINGLE-  
11 FAMILY RESIDENTIAL DWELLINGS; PROVIDING FOR  
12 SEVERABILITY; PROVIDING FOR CODIFICATION;  
13 PROVIDING FOR CONFLICTS; AND PROVIDING AN  
14 EFFECTIVE DATE.

15  
16 **WHEREAS**, the Town Council of the Town of Golden Beach ("Town Council")  
17 periodically studies land development trends and issues, and amends the Town's Land  
18 Development Regulations in order to update its regulations; and

19 **WHEREAS**, Chapter 66, Article III, District Regulations, Section 66-67, Zoning  
20 Districts, of the Town of Golden Beach's Land Development Regulations requires updating  
21 to clarify the definition of Single Family Residential Dwellings to insure compliance with the  
22 provisions of the Town Charter and applicable laws; and

23 **WHEREAS**, the Town Council held duly advertised public meetings to consider the  
24 proposed modifications to the Town's Land Development Regulations.

25 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF GOLDEN**  
26 **BEACH, FLORIDA:**

27 **Section 1. Recitals.** That the recitals set forth above are hereby adopted and  
28 confirmed.

29 **Section 2. Amending Code.** That the Code of Ordinances of the Town of  
30 Golden Beach, Florida is hereby amended by revising Chapter 66, Article III, District

Regulations, Section 66-67(b)(1), Zoning Districts, of the Town of Golden Beach's Land Development Regulations, which sections shall read as follows:<sup>1</sup>

Sec. 66-67. - Zoning districts.

\*\*\*

(b) Single-Family Residential District. Within the SF district, the following uses are permitted:

- (1) Single-Family Residential Dwellings. All property within the SF district shall be used for the principal purpose of single-family residential dwellings at all times occupied as a single household by an individual family only.

\*\*\*

**Section 3. Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 4. Codification.** That it is the intent of the Town Council that the provisions of this ordinance shall become and be made a part of the Town's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered, and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 5. Conflicts.** That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

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<sup>1</sup> Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~. Additions added between first and second reading are shown in double underline.

**Section 6. Effective Date.** That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

The Motion to adopt the foregoing Ordinance was offered by \_\_\_\_\_,  
seconded by \_\_\_\_\_, and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Bernard Einstein	_____
Councilmember Jaime Mendal	_____
Councilmember Kenneth Bernstein	_____

**PASSED AND ADOPTED** on first reading this 15<sup>th</sup> day of June, 2021

The Motion to adopt the foregoing Ordinance was offered by \_\_\_\_\_,  
seconded by \_\_\_\_\_, and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Bernard Einstein	_____
Councilmember Jaime Mendal	_____
Councilmember Kenneth Bernstein	_____

**PASSED AND ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
MAYOR GLENN SINGER

ATTEST:

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160


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## MEMORANDUM

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**Date:** June 15, 2021

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Lissette Perez,  
Town Clerk 

**Subject:** Town Council Minutes

---

Item Numbers:

3

### **Recommendation:**

It is recommended that the Town Council adopt the following attached minutes of the April 20, 2021 Regular Town Council Zoom Virtual Meeting.



## TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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Official Minutes for the April 20, 2021  
Regular Town Council Zoom Virtual Meeting called for 7:00 P.M.

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**Zoom Room Meeting ID: 882 3068 8957 Password: 431881**

**For Dial In Only: Call 929.205.6099 Meeting ID: 882 3068 8957**

THE PUBLIC MAY PARTICIPATE AT GOOD AND WELFARE; PLEASE HOLD ALL QUESTIONS AND COMMENTS UNTIL THEN! THE PUBLIC IS ENCOURAGED TO SUBMIT ALL COMMENTS VIA EMAIL TO [LPEREZ@GOLDENBEACH.US](mailto:LPEREZ@GOLDENBEACH.US) BY 4:00 P.M. TUESDAY, APRIL 20, 2021.

### A. MEETING CALLED TO ORDER

Mayor Singer called the meeting to order at 7:04 p.m.

### B. ROLL CALL

**Councilmember's Present:** Mayor Glenn Singer, Vice Mayor Bernard Einstein, Councilmember Jaime Mendal, Councilmember Kenneth Bernstein, Councilmember Judy Lusskin

**Staff Present:** Town Manager Alexander Diaz, Town Attorney Steve Helfman, Town Clerk Lissette Perez, Finance Director Maria D. Camacho, Police Chief Rudy Herbello, Building Director Linda Epperson, Resident Services Director Michael Glidden, Public Works Director Kirk McKoy, Facilities Maintenance Director Ken Jones

### C. PLEDGE OF ALLEGIANCE

**Chief Herbello** led the Pledge of Allegiance.

### D. PRESENTATIONS / TOWN PROCLAMATIONS

None

### E. MOTION TO SET THE AGENDA

ADDITIONS/ DELETIONS/ REMOVAL OF ITEMS FROM CONSENT AGENDA/ AND CHANGES TO AGENDA

**Town Manager** apologized for the possible gunshots they may hear in the background, as he is at the police academy.

Asked to pull item #7 from the consent agenda and add it to the regular agenda.

### F. GOOD AND WELFARE

**Resident Abraham Mendal, 217 Golden Beach Drive**

Asked about the flag submission from 2016 and wanted to know what the status of it is.

**Town Manager** stated that the Director of Resident Services would respond via email at another time after the meeting.

**Resident Abraham Mendal** asked if he was still in consideration.

**Town Manager** stated yes he is

**G. MAYOR'S REPORT**

Spoke on the vaccine event in Town and what a great job was done with that. Many residents were appreciative of being offered the vaccine. Town Manager will update on the Center Island Pump Station in his report. The Town Hall Project, will be going over it in an item this evening, and after that we should be able to start construction in the next two weeks. Fiber is a big concern for everybody. Town Manager will elaborate further. It is now down to service and price. Going to give a few dates tonight to have a workshop to try to narrow it down. Hoping within the next 30 to 45 days we can select a vendor to install the fiber. Hopefully by the end of the year will have everything connected. It is on the top of our priority list, but it is a big project and a big decision, so we need to make sure we are dotting all of our I's and crossing all of our T's. Stated if you live on the intercoastal like he does you have noticed that the water traffic has increased with boats and jet skis in the water tenfold. During the week, at night, on the weekends – Town Manager, Chief and him have had several conversations about this. Several residents have recently contacted him because they are concerned because big boats are speeding through the waterways. Urges all Golden Beach residents that do have water crafts to follow safety guidelines and be careful. It really has become dangerous out there because there's so much traffic as well as the wake. A lot of residents kayak. You need to be careful kayaking because the boats go by without any remorse and without following guidelines. Only a matter of time before someone in Golden Beach gets seriously hurt or killed. He knows that we are going to have a full time marine patrol and knows that the Chief and Manager are probably tired of hearing this from him, but it is such a concern of his and many residents.

**H. CORONAVIRUS UPDATE**

**Town Manager** stated that there's nothing new other than that we have had the COVID testing. The event went very well. Going to transition into a concierge type of service with the COVID vaccine. Stated everyone must keep their guards up, just because you have been vaccinated does not mean that you cannot transmit the virus. Will be working with the Resident Services Department to offer the vaccine as a concierge service for groups of people that are interested in getting vaccinated. Maybe sometime in July when the CDC guidelines change we will be able to open up our facilities.

**I. COUNCIL COMMENTS****Councilmember Ken Bernstein**

Got a lot of feedback from people that were very happy with the vaccine event. Stated the Town is looking fantastic.

**Councilmember Mendal**

Congratulated the Administration for the vaccine event. It was a very necessary event and well managed. Asked Town Manager to speak about the American Rescue Act and what is going on with the COVID reimbursements.

**Vice Mayor Lusskin**

Congratulated the Manager on his police academy. Reminded everyone that in the next newsletter you will see a date for a town-wide zoom cooking class that will be sponsored by the GBYLG. Asked if they continue to do zoom meetings if they could do the meetings at 5:00 p.m. if that's ok with everyone else. We have been doing 5:00 p.m. for almost a year now.

**Councilmember Einstein**

Echoed sentiments on the vaccine event. Reflecting on the sentiments of the Mayor about what he stated in terms of boating stated that it is very real. It is interesting because his daughter lives in the point and he saw some girls that were just sitting in the intercoastal in the middle of the channel and they just blend in. There's a lot of activity and agrees that something needs to be done.

**J. TOWN MANAGER REPORT**

As it relates to the American Rescue Act, we are prepared to receive the money that was allocated to our community. The government allocated \$390,000 for our community. Have applied and received \$150,000 of our COVID reimbursements, we have another \$300,000 that we put in to the county for reimbursement. As it relates to the boating issue, he did authorize a position in the police department that will be starting on May 1<sup>st</sup>. Chief is very aware of the issue and has been working with the Mayor on those matters. As it relates to going back to in-person meetings, stated the Mayor has that as one of his top priorities. Unfortunately, we have to meet the CDC guidelines, which states even if the entire council were to be vaccinated, if we still do not meet the distancing requirement in the room we cannot be in-person. Our chambers are not large enough to hold us; the goal is to get us partially in there for the September budget hearing.

**K. TOWN ATTORNEY REPORT**

None

**L. ORDINANCES – SECOND READING**

None

**M. ORDINANCES - FIRST READING**

None

**N. QUASI JUDICIAL RESOLUTIONS**

None

**O. TOWN MAJOR PROJECTS UPDATE**



- Civic Center Complex Masterplan
- Center Island Pump Station
- Fiber/High Speed Internet

**Town Manager** spoke on this. Stated that we are currently managing 19 projects. The Center Island Pump Station project is well underway and under budget. We will be proposing two new projects, one at the beach that they will do under the Mayor and his authority to add additional showers at the beach. For fiber where we are today is that we're down to two companies that we want to negotiate with to provide our residents with the best and most reliable internet speeds and services to our community as well as providing cable and telephone services if they choose to. Negotiating competitive bulk rates for those additional services the residents will have to upgrade to if they wish to. Both companies are currently working on refining those proposals and getting them back to us, we are hoping to have them back within the next two weeks, and then we'll have a workshop called for to see what approach you wish to take for internet. We are requesting to submit a request to the Attorney General's Office to ask for guidance on how we can fund and pay for those services in the future. Not really prepared to talk more about fiber today. Know that we are down to two and we will have a workshop to discuss both of those companies. He will hold the Civic Center report until they get to the Civic Center item.

## **P. CONSENT AGENDA**

- 1. Official Minutes of the March 16, 2021 Regular Town Council Zoom Virtual Meeting**
- 2. A Resolution of the Town Council Authorizing A \$5,000 Contribution to the United Way.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE USE OF LAW ENFORCEMENT TRUST FUND (LETF) MONIES TO MAKE A \$5,000 CONTRIBUTION TO THE UNITED WAY OF MIAMI-DADE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 2  
Resolution No. 2735.21

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2735.21

- 3. A Resolution of the Town Council Approving a Memorandum of Understanding between the Town and the Panama City Police Department.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE

TOWN OF GOLDEN BEACH AND THE CITY OF PANAMA  
POLICE DEPARTMENT; PROVIDING FOR  
IMPLEMENTATION; AND PROVIDING AN EFFECTIVE  
DATE.

**Exhibit:** Agenda Report No. 3  
Resolution No. 2736.21

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2736.21

**4. A Resolution of the Town Council Approving a Mutual Aid Agreement between the Town and the State of Florida Division of Emergency Management.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN  
OF GOLDEN BEACH, FLORIDA, APPROVING A MUTUAL  
AID AGREEMENT BETWEEN THE TOWN AND THE  
STATE OF FLORIDA, DIVISION OF EMERGENCY  
MANAGEMENT; PROVIDING FOR IMPLEMENTATION;  
AND PROVIDING AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 4  
Resolution No. 2737.21

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2737.21

**5. A Resolution of the Town Council Approving the Agreement between the Department of Health and the Town for Quality Water Testing.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN  
OF GOLDEN BEACH, FLORIDA APPROVING THE  
AGREEMENT BETWEEN THE DEPARTMENT OF HEALTH  
AND THE TOWN OF GOLDEN BEACH FOR QUALITY  
WATER TESTING; PROVIDING FOR IMPLEMENTATION  
AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 5  
Resolution No. 2738.21

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2738.21

**6. A Resolution of the Town Council Approving the Second Amendment to the Interlocal Agreement for Federally-Funded Subaward for Reimbursement of Expenses Incurred due to COVID-19.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR FEDERALLY-FUNDED SUBAWARD WITH MIAMI-DADE COUNTY FOR THE REIMBURSEMENT OF EXPENSES INCURRED DUE TO THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19) PURSUANT TO THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 6  
Resolution No. 2739.21

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2739.21

Consensus vote 5 Ayes, 0 Nays. Items P1 through P6 pass.

#### **Q. TOWN RESOLUTIONS**

##### **7. A Resolution of the Town Council Accepting the General Purpose Financial Statements and the Single Audit for Fiscal Year 2019-2020.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, ACCEPTING THE GENERAL PURPOSE FINANCIAL STATEMENTS AND THE SINGLE AUDIT FOR FISCAL YEAR 2019/2020 ENDING SEPTEMBER 30, 2020 PREPARED BY KEEFE, MCCULLOUGH & CO., LLP; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 7  
Resolution No. 2740.21

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2740.21

A motion to approve was made by Vice Mayor Lusskin, seconded by Councilmember Bernstein.

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Judy Lusskin	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>

The motion passed.

**Town Manager** spoke on the item. He pulled this item because he wanted to take care of two things. At a previous council meeting Councilmember Mendal directed the staff to possibly go out to bid for new auditing services. We did not ignore that directive, we spoke to Councilmember Mendal and explained why we should hold off on issuing the RFP this year as it relates to some of our fund balance issues that we will be cleaning up in the coming year. In addition to ensure we have a fresh set of eyes looking at our audit, our audit team switches every two years and the management partners go through a stress test to make sure the audit has a fresh set of eyes. He believes this satisfied Councilmember Mendal's request. Stated, because of the job, we did by collecting IRMA and COVID money, and not spending money during the COVID time period we were able to grow our Fund Balance by \$1,060,000. Most of the items COVID related that we have been sending to the resident's homes we have been able to get them paid for by the CARE's program. Looking forward to a healthy Fund Balance this year as well and to appropriating those dollars to projects that will better serve our community.

**Mayor Singer** stated that the Fund Balance has increased.

**Town Manager** reminded Council that the Stormwater Fund does have a liability to the General Fund that hopefully the Council will come up with a plan in the future for repayment strategies.

**8. A Resolution of the Town Council Approving the Design of Town Entry Fountains.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING THE ADMINISTRATION'S PROPOSED DESIGN OF THE TOWN'S ENTRY FOUNTAINS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 8  
Resolution No. 2741.21

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2741.21

\*\*\*Item Number 8 was tabled\*\*\*

A motion to approve was made by Vice Mayor Lusskin, seconded by Councilmember Bernstein.

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Judy Lusskin	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>

**Town Manager** spoke on the item. Our new Civic Center has a screen that covers the three stories of the building. That element is a signature element of our building. The goal is to take that element and bring it through the north and south part of Ocean Boulevard. The Council has asked over the years to look at the fountains and what we can do to dress them up. Asking the Council to give him authority to shop so that we can put the same screening that will be on our main building on the fountains. Over time, if we get tired we can replace it in the future. However, it is the element that you will primarily see on our Civic Center.

**Councilmember Mendal** asked if we have been able to nail down a more exact cost for the fountains.

**Director of Capital Improvement Projects Lissett Rovira** stated that we have received all three proposals and are looking at more like \$35,000 to \$40,000 for the entire project.

**Councilmember Einstein** stated that in terms of materials, concerned of the metal in terms of water and salt. Sometimes metal gets an algae or blackened color to it and parts of it could look worse than what we had to begin with. Thinks that we need to really explore the material that goes in there in terms of a maintenance situation.

**Mayor Singer** stated that it will be a highly treated metal and going to make sure that it is maintained. Just like the bridges in Town the railing have no rust and they have been there 10 years plus.

**Lissett Rovira** spoke about the materials. Stating that the metal material will weather the best over any plastic you could put there.

**Town Manager** stated that the Town is looking to put that same material in the main building so it needs to be able to stand the test of time. Still flushing out which direction to go in which is why we have three proposals. The intent is that the Council give us the authority to move the project forward and we can deliver something that has very low ongoing maintenance to the Town.

**Councilmember Einstein** asked if the contractor who is doing the fountains is going to also get the contract to do the building.

**Town Manager** stated no we are going to purchase the panels ourselves, and have someone come in, and install them.

**Councilmember Einstein** asked if this is a pre-approved panel.

**Town Manager** stated it is the design that we have approved for the Civic Center, than we will take the design to a manufacturer who will do the die cuts of the material that you select.

**Councilmember Bernstein** asked if this is just a discussion of moving forward with this project and then later they can decide on what materials will be used.

**Town Manager** stated that that is not what the item is doing. The Council is being asked to approve the installation of the design of our building that you have already selected. We are not discussing the design because that is already pre-determined. The question that the Council is being asked is would you like for us to install the same panels that you have on the Civic Center, on the fountains. The material we are looking at will probably be the very same material that will be used on the building. This item is already a signature item that you are already selecting and approving.

**Councilmember Bernstein** stated that at their private meeting, he expressed his concern with rust. He thought they were going to get a chance to see something before making an obligation not only to the fountains, but the Civic Center as well.

**Town Manager** stated he believes they have a different understanding of that meeting. They are still looking at which material is being selected for the building and getting prices for different materials. He does not believe respectfully that the Council should be getting involved in every day-to-day management or installation of product just like the Council does not get involved with selection of products for our main building. If the Council likes the idea of adding these panels to the fountains than it is up to the Administration to find the best product that has the least maintenance on and ongoing bases.

**Councilmember Einstein** stated that he's in agreement with Councilmember Bernstein and would it be possible to get a small sampling of the product that is going to be used.

**Town Manager** stated that they have no problem getting a sample, but what the Council is missing is that the product that we are going to use on the front of the Town Hall building is the same product that is going to be used on the fountains. So if they have a problem with this now, then they are going to have a big problem with what's being done with the building. The only question we are waiting for the manufacturer to give us their feedback on is does chlorine have an impact on the coating of the material. This is the material that we are putting on over 20% of the front of Civic Center.

**Mayor Signer** stated the design of the building is intact and we are going forward with it. All we are doing is taking that portion of it and putting it on the fountains. If you are concerned with the material and whether it is going to rust, than it is the Town Manager's and his responsibility, but mainly the Manager's, to make sure it holds up to our standards. He does not bring every item to the Councilmembers for every purchase, there has to be some responsibility on the Manager. If Councilmember Bernstein wants to see a sample of the product, he has no problem with that. Tonight we are asking the Council for approval of the design of the entry fountains.

**Town Manager** stated that prior to contract execution; this Council was provided a sample board of all of the elements of this building. This Council gave its opinion. Was able to look, touch, and feel all of the samples of materials and approve what would be used. This Council has already approved and executed contracts for those elements.

**Councilmember Bernstein** stated he has a couple issues with this. He does not believe this is just like every other purchase that the Manager makes. This is setting up what the colors and the major coating of the Town is going to look like. Another concern of his is if you are buying this for the fountains right now and your are not ordering it at

the same time for the building, than product, company or anything can change over a year or two period in between the fountains and the building.

**Town Manager** stated that would not be the case, because this is a die cut that we can take it to a variety to manufacturers to provide us with the cut in the material we specify. As it relates to the aesthetics, the Council has already voted on that.

**Lissett Rovira** stated we have a sample of the color as well as the cutting and we can have it sent to the Council.

**Town Manager** stated that Council has made a definitive decision as to what is going in the front of the building, that has been agreed on, voted on, and is going to be installed. If there are Councilmembers tonight that are expressing concerns as it relates to that item, then there is a bigger issue here. With respect to Councilmembers Bernstein and Einstein, if you are indicating that you are not in agreement with what you voted on for the building...

**Councilmember Bernstein** stated the design that was on the building was a lot of broad strokes and it wasn't very narrow

**Town Manager** stated that is incorrect.

**Councilmember Bernstein** stated he does not understand the big deal with asking to see the material.

**Councilmember Einstein** asked when they were voting on the design-build and decided that is what they are going with, when they went with that design-build, did that mean no one could make any changes to it? He believed there were certain values that were attributed to certain things. When they go to the interior of the building for example with furniture, they had to give you a certain minimum of things. That is what he thought he was voting on.

**Town Manager** stated prior to contract execution this Council was provided with a sample board of all of the major elements of this building. The Council was able to look, touch, and feel elements of the sample board and give their opinions. This Council unanimously approved the materials and the products in the building and that chapter of our building has been closed. As it relates to furniture, that's a different issue. As mentioned at a prior meeting there will be an RFP going out for the furnishing of the building. All of the products for our building carpet, lighting, door handles, the entry feature that goes from the third floor to the ground level and wraps the atrium of our building, this Council has already approved and executed contracts for these elements. That is why they are not up for reconsideration.

**Vice Mayor Lusskin** stated what she believes we are voting on tonight is to bring the theme into the fountains so that everything matches. Now, what is coming up is Councilmember Bernstein and Einstein are wondering if they actual like it. She's not making a judgment but she doesn't understand if that's what we are going with for the front of the building than whatever it is the fountains should match it. She would go one-step further and consider doing the south and north entries on A1A.

**Town Manager** stated that is what we propose in the next series of steps. Looking at the pavilion walls, and the fountains at the north and south side. What we wanted to do is test this out on the fountains to see what the community feedback and the Council feedback is. If the Council does not like the theme throughout, we can go in a different direction. We will have a sample of the material provided to you. Again, the decision of material, the die cut, and shape of this item has already been decided and is not something we can revisit even if we wanted to. It is not that he is getting upset, he just needs to remind the Council of the decisions they have already made.

**Councilmember Bernstein** stated that he does not remember seeing a sample board with the materials. Based on his experience and on many occasions he has seen that sometimes things pan out different from how they are approved.

**Town Manager** stated that they would take the die cut samples to them tomorrow for them to see the materials that are going to be used.

**Mayor Singer** stated there is no rush to get this done, asked to table the item until the next council meeting.

Mayor Singer made a motion, Vice Mayor Lusskin seconded it.

\*\*\* 5 ayes, 0 nays to table the item until the next council meeting

**9. A Resolution of the Town Council Authorizing the Town Attorney to Submit Request to Attorney General For Opinion Regarding Special Assessment for Telecommunication Services.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE TOWN ATTORNEY TO SUBMIT A REQUEST TO THE STATE OF FLORIDA ATTORNEY GENERAL FOR A FORMAL OPINION REGARDING THE AUTHORIZATION TO IMPOSE A SPECIAL ASSESSMENT FOR TELECOMMUNICATION SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 9  
Resolution No. 2742.21

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2742.21

A motion to approve was made by Councilmember Mendal, seconded by Councilmember Einstein.

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Judy Lusskin	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>



Councilmember Kenneth Bernstein      Aye

The motion passed.

**Attorney Helfman** spoke on the item. Stated we have been talking briefly about using a special assessment to ultimately pay for the installation and operation of the “internet”. Because this is a unique process to use for telecommunications and because the statute doesn’t speak exactly about telecommunications, he wants to get the advice and the opinion of the attorney general before moving forward. This is slightly after the fact. They were prepared to submit this; the State actually said that they wanted to know that the Council formally approved the request.

**Mayor Singer** stated just to reiterate, this does not mean that we are issuing a special assessment to anyone. It is just to understand if we have the ability to do so when it comes down to fiber.

**Councilmember Mendal** asked how long it takes to get an answer.

**Attorney Helfman** stated that they should get an answer in 60 days.

**Councilmember Mendal** asked if they have to wait the 60 days to move forward with the project.

**Attorney Helfman** stated that no. his understanding is that in the meantime the Council can narrow the choices, and then we would be negotiating an agreement with them, during that time frame we will have this opinion back which goes to how do we actually can finance it.

**Councilmember Einstein** stated we jumped a step because he knows we got to fiber optics. The Manager brought up that we may be going with fiber optics rather than bulk.

**Mayor Singer** stated that this is just an opinion if a few years down the line they can’t afford to pay for this, then they can issue a special assessment to the residents, that’s it.

**Councilmember Einstein** stated that he was just curious if they were doing this for fiber wouldn’t they do this for other types of services like that.

**Town Manager** stated this is for any and all telecommunication services.

**Attorney Helfman** stated that yes that is correct he refers to it as telecommunication services. He is looking at it differently. He is just looking at whether the government can assess for putting in place the telecommunication services.

#### **10. A Resolution of the Town Council Approving an Amendment to the Design-Build Agreement with Gerrits Construction, Inc.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE DESIGN-BUILD AGREEMENT WITH GERRITS CONSTRUCTION, INC. FOR THE TOWN CENTER PROJECT; PROVIDING FOR CONDITIONS;

PROVIDING FOR IMPLEMENTATION AND AN  
EFFECTIVE DATE.

**Exhibit:** Agenda Report No. 10  
Resolution No. 2743.21

**Sponsor:** Town Administration

**Recommendation:** Motion to Approve Resolution No. 2743.21

A motion to approve was made by Vice Mayor Lusskin, seconded by Councilmember Einstein.

On roll call, the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Judy Lusskin	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>

The motion passed.

**Town Manager** stated that when they started the civic center project, the pandemic wasn't even an issue at the time. In the time that this project was approved, we selected a design-build contract that had a guaranteed maximum price. We executed that contract right in the first couple of months of COVID. As we went through the design process global trade came to a halt, the cost of business services continued to skyrocket. In January of this year, the developer came to the Manager and said the project is no longer viable from a cost perspective from the impact COVID had. We have been doing some research and we actually took this design and went out with an informal bid to get other contractors to provide a cost for this building to give us an indicative rate. The market indicates that this building comes in at close to \$8- million dollars. The Mayor and I have been negotiating with the contractor to find a way to keep this project viable. Asking to add \$400,000 to the project, extending the project by 180 days, requiring the bond to be delivered within 45 days, and starting site mobilization in the next two weeks. Gerrits has tentatively agreed to those terms and conditions. Asking the Council to please vote in favor of it. We have identified the dollars from our existing budget, not asking for additional dollars. Collected some code enforcement fees that will help offset the cost and we are taking \$200,000 that we saved from last year. Does not think that anyone can deny the fact that COVID-19 has caused the prices in these industries to go up, and supplies have been in great demand. We think that this is the best most responsible path forward to delivering this project.

**Mayor Singer** clarified it is \$300,000 form fiscal year 2020 and \$100,000 in code violations.

## **R. DISCUSSION & DIRECTION TO TOWN MANAGER**

Mayor Glenn Singer:  
None Requested

Vice Mayor Judy Lusskin:  
None Requested

Councilmember Bernard Einstein:  
None Requested

Councilmember Jaime Mendal:  
None Requested

Councilmember Kenneth Bernstein:  
None Requested

Town Manager Alexander Diaz  
None Requested

**Mayor Singer** stated that the goal is within the next two weeks to set up a fiber workshop that will be open to the public.

**Mayor Singer** stated that the next meeting will be on May 18<sup>th</sup>. Asked if the meeting could be at 6 p.m.

Consensus vote. 5 Ayes 0 Nays to have the May 18<sup>th</sup> meeting at 6 p.m.

**Town Manager** apologized to Councilmembers Bernstein and Einstein.

#### **S. ADJOURNMENT:**

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A motion to adjourn the Council Meeting was made by Mayor Singer seconded by Councilmember Mendal.

Consensus vote 5 Ayes 0 Nays. Motion passes.

The meeting adjourned at 8:15 p.m.

Respectfully submitted,

*Lisette Perez*  
Lisette Perez  
Town Clerk



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** June 15, 2021

Item Number:

4

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz,  
Town Manager

**Subject:** Resolution No. 2744.21 – Authorizing the Purchase of One  
Chevrolet Tahoe, One Ford F-150 and One Ford Transit's Vehicles

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2744.21 as presented.

### **Background and History:**

The Town of Golden Beach Police Department and Public Works Department is requesting the purchase of Three Different Vehicles as specified. One Police Chevrolet Tahoe fully equipped with emergency equipment. Two Public Works vehicles One Ford F-150 and One additional vehicle with Public Works Lighting Equipment. The Chief of Police and Public Works Director are requesting the approval by the Town of Golden Beach Council in order to proceed with the request for said purchase.

### **Financial Impact:**

One Chevrolet Tahoe Police Administrative Package is \$40,210.00.  
One Ford F-150 Crew Cab Public Works Package is \$27,315.00.  
One Additional Public Works Vehicle Package is \$25,817.00.  
Emergency Equipment For all vehicles \$7000.00  
Total Cost \$100,342.00

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2744.21**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND EQUIPPING OF ONE CHEVROLET TAHOE, ONE FORD F-150 AND ONE FORD TRANSIT AND THE USE OF GENERAL FUNDS TO PURCHASE AND EQUIP THE VEHICLES ; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town desires to purchase One Chevrolet Tahoe Administrative Police Vehicle, One Ford F-150 and One Ford Transit for the Golden Beach Public Works Department in order to continue to provide service to the residents of Golden Beach; and

**WHEREAS**, the costs to the Town to purchase and equip the Chevrolet Tahoe is projected to be \$40,210.00, Ford F-150 Crew Cab \$27,315.00, and an additional Public Works Vehicle \$25,817.00, for a purchase total cost for the three vehicles of \$93,342.00. Emergency equipment purchase and installation for all vehicles will be an additional cost not to exceed \$7,000.00; and

**WHEREAS**, the Town Council desires to utilize General funds to pay for the vehicles for Police Patrol and Public Works; and

**WHEREAS**, the Chief of Police and the Public Works Director have recommended that the \$100,342.00 cost be taken from the Town's General Fund as budgeted; and

**WHEREAS**, the Town Council finds that it is in the best interest of the Town to proceed as indicated in this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That each of the above-stated recitals is

hereby adopted and confirmed.

**Section 2. Authorization of Approval.** The approval and execution of the purchase agreement for the three vehicles as described and outlined in the Agenda Item Report attached and incorporated herein, is hereby authorized and approved.

**Section 3. Implementation.** That the Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution.

**Section 4. Effective Date.** That this Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_,  
seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Bernard Einstein	_____
Councilmember Kenneth Bernstein	_____
Councilmember Jaime Mendal	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida, this 15<sup>th</sup> day of June, 2021.

\_\_\_\_\_  
MAYOR GLENN SINGER

ATTEST:

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** June 15, 2021

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz, Town Manager *Alex B*

**Subject:** Resolution No. 2745.21 – Approving proposal from Mainguy  
for the bus shelters project

Item Number:

5

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### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2745.21 as presented.

### **Background:**

The Town will be installing bus shelters at two locations along A-1-A. The Administration is serving as the Project Manager for the installation and has contracted directly with the various sub-contractors to deliver this project.

We have contracted with South Eastern Engineering for shelter installation, Biscayne Iron Works for fencing, direct purchase of the bus shelters with Landscape Forms, and we are seeking your approval for the landscaping and irrigation preparation.

The proposal from Mainguy includes the removal of existing vegetation and invasive species to accommodate the installation of new bus shelters on Ravenna and Palermo Avenues off Ocean Blvd. They will be responsible for removing the existing chain link fencing along with the installation of a new irrigation system to support the proposed landscaping. Permitting for the scope of work has been approved by DERM and the project is ready for mobilization.

### **Fiscal Impact:**

The cost for the Palermo Avenue location is \$12,306 and the Ravenna location is \$25,890 for a total of \$38,196.

The funds for this project have been allocated from previous year's transit dollars and funded in the Towns Capital Projects Budget.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2745.21**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING THE PROPOSAL PROVIDED BY MAINGUY LANDSCAPE SERVICES FOR THE REMOVAL OF EXISTING VEGETATION AND INSTALLATION OF A NEW IRRIGATION SYSTEM TO ACCOMMODATE THE INSTALLATION OF TWO NEW BUS SHELTERS IN TOWN; PROVIDING FOR A WAIVER OF BIDDING PROCEDURES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council approved via Resolution 2721.21 the installation of Two Bus Shelters by Southeastern Engineering, Inc.; and

**WHEREAS**, in order to install the bus shelters, it will be necessary to remove the existing vegetation and invasive species on Ravenna and Palermo Avenues, remove the existing chain link fencing, and install a new irrigation system to support the proposed landscaping; and

**WHEREAS**, the Town Council finds that compliance with the bid procedures set forth in the Town's Code of Ordinances (the "Town Code") is impractical and not in the best interest of the Town; and

**WHEREAS**, the Town Council has determined that the proposal submitted by Mainguy Landscape Services attached hereto as Exhibit "A," (the "Proposal") is acceptable and will well serve the needs of the Town residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** Each of the above stated recitals are hereby adopted and confirmed.



**Section 2. Proposal Approved.** The Town Council hereby approves the Proposal.

**Section 3. Waiver of Competitive Bidding.** The Town Council finds that compliance with the bid procedures within the Town Code is impractical and hereby waives such procedures in accordance with Section 2-275 of the Town Code.

**Section 4. Implementation.** The Town Mayor and Town Manager are hereby directed to take all steps necessary to implement this Resolution, including the execution of the Proposal and/or contract approval by the Town Attorney.

**Section 5. Effective Date.** This Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by \_\_\_\_\_,  
seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Bernard Einstein	_____
Councilmember Jaime Mendal	_____
Councilmember Kenneth Bernstein	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach,  
Florida, this 15<sup>th</sup> day June, 2021.

\_\_\_\_\_  
MAYOR GLENN SINGER

ATTEST:

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY



## LANDSCAPE PROPOSAL

Client: Town of Golden Beach

Job Name: State Road A1A Bus Shelters

Date: 06-02-2021

Line	Item	Quantity	Unit Cost	Total Cost
<b>1.00</b>	<b>Bus Shelter - Palermo Avenue</b>			
1.01	Obtain Lane Closure Permit and Provide MOT for duration of project	1	\$ 70.00	\$ 70.00
1.02	Remove and dispose of trees and vegetation in subject area per plan	1	1,360.00	1,360.00
1.03	Grind Stumps and rake area clean	1	150.00	150.00
1.04	Install Topsoil and prepare area for planting	2	60.00	120.00
1.05	Install Irrigation per plan (backflow connection to be provided by others)	1	2,215.00	2,215.00
1.06	Install Cocos nucifera 'Green Malayan' (10' g.w.)	1	1,250.00	1,250.00
1.07	Install Sabal palmetto 'Sabal Palms' (14-16' o.a.; slick trunk)	2	425.00	850.00
1.08	Install Agave attenuata 'Soft Tip Agave' (7 gallon)	3	75.00	225.00
1.09	Install Conocarpus erectus 'Green Buttonwood' (7 gal.)	22	30.00	660.00
1.10	Install Ficus microcarpa 'Green Island' (3 gal.)	206	10.00	2,060.00
1.11	Install Microsorium scolopendrium 'Wart Fern' (3 gal.)	20	10.00	200.00
1.12	Install Philodendron 'Rojo Congo' (7 gal.)	3	30.00	90.00
1.13	Install Podocarpus macrophyllus 'Japanese Yew' (15 gal.)	24	100.00	2,400.00
1.14	Install Sod 'St. Augustine' (s.f.)	340	0.90	306.00
1.15	Install Mulch 'Client's Choice' (bags)	20	5.00	100.00
1.16	Debris disposal (c.y.)	10	25.00	250.00
SUBTOTAL				\$ 12,306.00



Line	Item	Quantity	Unit Cost	Total Cost
<b>2.00</b>	<b>Bus Shelter - Ravenna Avenue</b>			
2.01	Obtain Lane Closure Permit and Provide MOT for duration of project	5	\$ 70.00	\$ 350.00
2.02	Remove and dispose of trees and vegetation in subject area per plan	5	1,360.00	6,800.00
2.03	Grind Stumps and rake area clean	1	350.00	350.00
2.04	Install Topsoil and prepare area for planting	5	60.00	300.00
2.05	Install Irrigation per plan	1	2,915.00	2,915.00
2.06	Install Chamadorea cataractum 'Cat Palm' (15 gallon)	16	125.00	2,000.00
2.07	Install Cocos nucifera 'Green Malayan' (10' g.w.)	1	1,250.00	1,250.00
2.08	Install Dyspis lutescens 'Areca Palm' (7 gal.)	5	65.00	325.00
2.09	Install Roystonea elata 'Royal Palm' (14' g.w.)	1	1,000.00	1,000.00
2.10	Install Thrinax radiata 'Florida Tatch Palm' (4-5' ht, double)	1	250.00	250.00
2.11	Install Cluisa guttifera 'Small Leaf Clusia (7 gal.)	14	30.00	420.00
2.12	Install Dracaena reflexa 'Song of India' (4-5' ht)	2	175.00	350.00
2.13	Install Ficus microcarpa 'Green Island' (3 gal.)	237	10.00	2,370.00
2.14	Install Microsorium scolopendrium 'Wart Fern' (3 gal.)	65	10.00	650.00
2.15	Install Philodendron 'Rojo Congo' (7 gal.)	22	30.00	660.00
2.16	Install Podocarpus macrophyllus 'Japanese Yew' (15 gal.)	10	100.00	1,000.00
2.17	Install Sod 'St. Augustine' (s.f.)	500	0.90	450.00
2.18	Install Mulch 'Client's Choice' (bags)	40	5.00	200.00
2.19	Install Landscape Fabric	1	175.00	175.00
2.20	Install Decorative Rock 'Medium Brown River Rock' (c.y.)	7	350.00	2,450.00
2.21	Install Decorative Edging 'Curv-Rite 3000 Series, Deco Bronze' (l.f.)	50	7.50	375.00
2.22	Debris disposal (c.y.)	50	25.00	1,250.00
	<b>SUBTOTAL</b>			<b>\$ 25,890.00</b>
	<b>TOTAL</b>			<b>\$ 38,196.00</b>



## TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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### MEMORANDUM

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**Date:** June 15, 2021

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

**From:** Alexander Diaz, Town Manager *Alex B*

**Subject:** Resolution No. 2746.21 – Approving contract with  
Custom Tree Care

Item Number:

6

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#### **Recommendation:**

It is recommended that the Town Council adopt the attached Resolution No. 2746.21 as presented.

#### **Background:**

The Federal Emergency Management Agency (FEMA) requires that municipalities have contracts in place prior to an event (natural or not) for debris removal should the municipalities wish to be reimbursed in the event of a National Disaster Declaration.

Town issued a Request for Proposal (RFP-2021-01) for Debris Removal and Debris Hauling. The RFP closed on April 27, 2021. To ensure that the Town would receive proposals that meet the expectations called for in the RFP. We held a pre-bid conference via Zoom on April 7, 2021. Each vendor had an opportunity to submit their RFI's prior to the bid-opening due date of April 27, 2021.

The RFP included the Town's specifications for equipment and work force required to remove debris after a natural disaster. It was specified that the team must have a local presence within the state of Florida to ensure an expedited clean up within a 24-36 hour period.

The town received bids from (6) companies. As with all projects, competitive pricing is an important factor when selecting a company. Upon review of all the bids, we were able to select (3) through our vetting process. Each company was given

the opportunity to review their proposal with the town Manager and staff. We held meetings for (2) companies via Zoom and (1) in-person presentation.

It was determined that Custom Tree Care would be the best provider of Disaster Recovery Services as requested by the town. They have a large fleet of equipment, as well as several local vetted sub-contractors to ensure the response time and service is to the standard set forth by the town.

Custom Tree Care also provided the lowest most responsible price for service and removal of debris resulting from a natural disaster is at a price of \$12.93 per cubic yard.

**Fiscal Impact:**

Each storm or event is unique, but for historical information, in 2007 after hurricane Irma, the town removed approximately 215 truckloads of debris. The grapplers/trucks to be used have a capacity of (60) cubic yards each. The total cost will be approximately \$166,797.00.

Should there be a storm or event typically FEMA will designate a reimbursement program.

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2746.21**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING A CONTRACT WITH CUSTOM TREE CARE, INC. FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on March 16, 2021, the Town of Golden Beach (the "Town") Town Council adopted Resolution No. 2731.21, approving the issuance of Request for Proposals 2020-001 (the "RFP") for Disaster Removal and Debris Disposal Services (the "Services"); and

**WHEREAS**, in response to the RFP, the Town received a total of six (6) bids, each of which were evaluated by Town staff, who recommended Custom Tree Care, Inc. (the "Contractor") be awarded a contract for the Services; and,

**WHEREAS**, after careful consideration of the recommendation by Town staff and the evaluation criteria, the Town Council wishes to award the Contractor a Contract for the Services in substantially the form attached hereto as Exhibit "A," (the "Contract"); and

**WHEREAS**, the Town Council finds that this Resolution is in the best interest and welfare of the residents of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** Each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Approval of Contract.** The Town Council hereby awards a Contract, in substantially the same form attached hereto as Exhibit "A," to the Contractor and approves the Contract.

**Section 3. Implementation.** The Mayor is hereby authorized to execute the Contract subject to final approval by the Town Attorney as to legal sufficiency, and the Town Mayor and Town Manager are hereby authorized to take all steps reasonably necessary to implement the Contract and this Resolution.

**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by Councilmember \_\_\_\_\_, seconded by \_\_\_\_\_ and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Judy Lusskin	_____
Councilmember Bernard Einstein	_____
Councilmember Jaime Mendal	_____
Councilmember Kenneth Bernstein	_____

**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida this 15<sup>th</sup> day of June 2021.

\_\_\_\_\_  
MAYOR GLENN SINGER

ATTEST:

\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY

**Agency Name** Town of Golden Beach  
**Bid Number** RFP-2021-001-0-2021/AD  
**Bid Name** Disaster Recovery Services  
**Bid Due Date** 4/27/2021  
**Bid Opening** Closed

6 response(s) found

Company	Responded	Address	BidAmount	Status	Documents	Sent
Custom Tree Care, Inc.	04/27/2021	6021 SW 29th St. PMB #130, Topeka, KS, 66614	\$12.93	Complete	Bid Document Certificate of Insurance Drug Free Workplace Certification Bid Document	Electronic/Online Electronic/Online Electronic/Online Electronic/Online
KOF Enterprises, LLC	04/27/2021	3512 Godwin Court, Suite A, Mobile, AL, 36693	\$35.00	Complete	Certificate of Insurance Drug Free Workplace Certification Bid Document	Electronic/Online Electronic/Online Electronic/Online
T.F.R. Enterprises, Inc.	04/27/2021	601 LEANDER DR, Leander, TX, 78641	\$19.85	Complete	Certificate of Insurance Drug Free Workplace Certification Bid Document	Electronic/Online Electronic/Online Electronic/Online
Graham County Land Company, LLC.	04/27/2021	750 Trillulah Road, Robbinsville, NC, 28771	\$18.00	Complete	Certificate of Insurance Drug Free Workplace Certification Bid Document	Electronic/Online
Hurt Homes	4/26/2021	2715 E Oakland Park Blvd, Suite 100, Ft. Lauderdale, 33312	\$18.07	Complete	Certificate of Insurance Drug Free Workplace Certification Bid Document	Received in person
M & O Bobcat, LLC	4/14/2021	101 Atkinson Ave., Fort Lauderdale, FL, 33312	\$15.00	Complete	Certificate of Insurance Drug Free Workplace Certification	Received via email



## **CONTRACT FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Town of Golden Beach, Florida, a municipal corporation with principal offices located at 1 Golden Beach Drive, Golden Beach, FL 33160 (the "Town") and Custom Tree Care, Inc., a corporation with principal offices located at 6021 SW 29<sup>th</sup> St. PMB 130, Topeka, KS 66614 (the "Contractor") to provide for Disaster Debris Removal and Disposal Services.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the Town and Contractor agree as follows:

### **1) The Contract Documents**

The Contract Documents shall consist of: (1) this Agreement; (2) Request for Proposal Document No. 2021-001, titled "Disaster Debris Removal and Disposal Services," including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, and all addenda, attached hereto as Exhibit "A"; (3) the Contractor's bid/proposal attached hereto as Exhibit "B"; and (4) all addendums and modifications issued in connection with this Agreement. These Contract Documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Request for Proposal No. 2020-001, titled "Disaster Debris Removal and Disposal Services", as issued by the Town, and the Contractor's Proposal, the Request for Proposal No. 2020-001 as issued by the Town shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

### **2) Contract Term**

The successful contractor shall be awarded a contract for three (3) years with the option to renew the contract for two (2) additional one (1) year periods. Options for renewal will only be exercised upon mutual written agreement. Unit prices will remain firm for the first year and may be adjusted according to the Consumer Price Index (CPI) for each subsequent year.

### **3) The Work**

3.1. The Contractor shall perform all work for the Town required by the contract documents as set forth below:

3.1.1 Contractor shall furnish all labor, materials, and equipment necessary to provide Disaster Debris Removal and Disposal Services as required by the Scope of Work of Town's Request for Proposal No. 2020-001.

3.1.2 Contractor shall adhere to all requirements of the Request for Proposal document 2020-001.

- 3.1.3 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- 3.1.4 Contractor shall follow all of the requirements of 2 C.F.R. 200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.
- 3.1.5 FHWA-ER Program and 2 CFR Part 200 Contract Requirements
  - 3.1.5.1 The Town intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the Town mandates compliance from the successful Contractor regarding the following:
    - 3.1.5.2 FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 is attached hereto as Exhibit "D."
    - 3.1.5.3 Buy America Requirements
    - 3.1.5.4 49 CFR Part 26, Disadvantage Business Enterprise Program
    - 3.1.5.5 American with Disabilities Act of 1990 (ADA)
    - 3.1.5.6 Convict Labor Prohibition
    - 3.1.5.7 All invoices must conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
      - 3.1.5.7.1 Disaster related purchases (those made with a special "disaster purchase order form" shall never be co-mingled with regular invoices.
      - 3.1.5.7.2 All Disaster invoices shall include the location where delivered or where used, if appropriate.
    - 3.1.5.8 All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:
      - 3.1.5.8.1 Time Card.
      - 3.1.5.8.2 Daily work reports for every employee, by each separate FEMA category of work.
      - 3.1.5.8.3 Daily equipment use, by each separate FEMA category of work.
      - 3.1.5.8.4 List of all supplies and materials used, by each separate FEMA category of work.
      - 3.1.5.8.5 Includes both prime and sub-contractors.
  - 3.1.5.9 All work must be properly grouped according to FEMA damage categories as specified in the contract.

- 3.1.5.10 FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the Town for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the Town.
- 3.1.6 Contractor shall comply with any and all other Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.
- 3.1.7 MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION: The Town of Golden Beach, in accordance with the requirements as stated in C.F.R. 200.321, encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 3.1.8 Time and Material Contracting (if required):
- As may be necessary under this Agreement, whenever separate Time and Materials contracts for any tasks not specified in this document are required, the following requirements shall apply:

3.17.1 Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.

3.17.2 All Time and Materials contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.

3.17.3 All Time and Materials contracts are subject to ongoing monitoring by either Town staff and/or an independent third-party monitoring firm.

3.17.4 All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

3.19 Bonding: If required, Contractor shall provide the Town with a Performance and Payment Bond in the amount of \_\_\_\_\_ within seven (7) calendar days of a written Notice to Proceed by the Town. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety.

4) **Insurance**

4.1 Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid or proposal document or as required by the Town's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Worker's Compensation, Commercial General Liability, and all other insurance as required by the Town, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the Town's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

4.2 Contractor shall indemnify and hold the Town harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the Town as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

5) **Time of Commencement and Substantial Completion**

5.1 The work to be performed under this Agreement shall be commenced after Town execution of the Agreement and upon issuance of a Notice to Proceed by the Town as the result of an event requiring Contractor's services. The Contractor shall begin preparation for mobilization immediately after receiving the Notice to Proceed and

be fully operational within forty-eight (48) hours. If emergency road clearance is needed, Contractor shall have crews working within twenty-four (24) hours.

- 5.2 The work, including site restoration prior to close-out shall be completed within thirty (30) calendar days after receiving notice from the Town that the last load of debris has been delivered.

6) **Contract Sum**

Pricing for this Agreement shall be in accordance with the schedule of unit prices attached hereto as Exhibit "C."

7) **Payment**

- 7.1 The Town, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the Town will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the Town be responsible for unpaid incomplete tickets
- 7.2 If tasked with Private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The Town reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.).
- 7.3 Invoices shall be submitted to the Town's authorized representative on a weekly basis unless otherwise directed by the Town. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the Town. Invoice detail submittals will be checked against Town records and shall cover for no more than a 30-day period. Town records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the Town authorized representative to the Town for Net 30 payment.
- 7.4 If required, a ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the Town, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the Town to repair damages caused by the Contractor(s) to public or private property.

- 7.5 No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris removed in the contract.
- 7.6 The Town of Golden Beach will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals and other travel and subsistence expenses. Price submittals should be inclusive of all such expenses.
- 7.7 The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the Town from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the Town prior to final retainage release.
- 7.8 Payment for disposal cost incurred by the Contractor(s) at Town approved Final Disposal Sites will be made at the cost incurred by the Contractor. The Town will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Contractor to pay the disposal fees and then invoice the Town. The Contractor(s) shall submit a copy of all invoice(s) received by the Town approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the Town approved Final Disposal Site, and proof of Contractor payment to the Town approved Final Disposal Site. The Town will not render payment for disposal costs until the Contractor submits applicable disposal site permits or site information for each authorized Final Disposal Site.
- 7.9 Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the Town Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
- 7.10 In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the State or Federal government applicable to the use of the funds. The Town will only pay for those items deemed eligible by FEMA or FHWA, unless the Town otherwise agrees in writing.
- 7.11 All debris clearance invoices will be audited for compliance with Federal record keeping and documentation requirements prior to payment.
- 7.12 Payment will only be made for debris that FEMA determines to be eligible.

8) **Waiver of Liens**

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the

Contractor shall release the Town from all claims of liability by Contractor in connection with the agreement.

9) **Warranty**

Contractor warrants the work against defect for a period of one (1) year from the date of completion of work. In the event that defect occurs during this time, Contractor shall perform such steps as required to remedy the defects. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until substantial completion of the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

10) **Indemnification**

10.1 The Contractor shall indemnify and hold harmless the Town, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the Town or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

10.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

(1) The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

(2) Town reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

10.3 Nothing contained herein is intended nor shall be construed to waive the Town's rights and immunities under the common law as amended from time to time.

11) **Non-Discrimination & Equal Opportunity Employment**

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12) **Independent Contractor**

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and the Town's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with Town, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the Town, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the Town, and the Town will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

13) **Assignment and Subcontracting**

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the Town. This Agreement, or any portion thereof, shall not be subcontracted without consent of the Town.

14) **Notice**



Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

TOWN

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CONTRACTOR

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**15) Termination**

15.1 Termination for Convenience: This Agreement may be terminated by the Town for convenience upon fourteen (14) days of written notice by the Town to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. If the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the Town against loss pertaining to this termination.

15.2 Default by Contractor: In addition to all other remedies available to the Town, this Agreement shall be subject to cancellation by the Town for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

**16) Change Orders**

16.1 The Town, without invalidating this Agreement, may order additions, deletions or revisions to the Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions.

- 16.2 All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the Town or which extend the time for completion, must be formally authorized and approved by the appropriate Town authority prior to their issuance and before Work may begin.
- 1) No claim against the Town for extra Work in furtherance of a Change Order shall be allowed unless prior written Town approval pursuant to this section has been obtained.
  - 2) The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.
  - 3) The Project Manager shall prepare Proposed Change Orders on forms provided by the Town. When submitted for approval, they shall carry the signature of the Public Works Director, The Town Manager and the Contractor.
  - 4) If the Town and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made therefore.
  - 5) The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.
  - 6) If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility and the amount of each applicable bond shall be adjusted accordingly.
  - 7) Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Engineer/Project Manager not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.
  - 8) The cost or credit to the Town from a change in the Work shall be determined by one or more of the following ways:

- a) By a Cost Analysis process to be performed on all change orders. The cost analysis for all change orders will include a separate determination of profit for each change order requested.
- b) When only nominal quantities are to be changed, change order may be determined by existing unit prices stated in the Contract Documents or subsequently agreed upon. For substantive changes in quantities, Contractor shall be required to perform a cost analysis as required in the previous paragraph.

17) **Signatory Authority**

The Contractor shall provide the Town with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

18) **Severability; Waiver of Provisions**

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19) **Merger; Amendment**

This Agreement constitutes the entire Agreement between the Contractor and the Town, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the Town.

20) **No Construction Against Drafting Party**

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

21) **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i->

[provide-proof-of-my-participationenrollment-in-e-verify](#). By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

Remainder of Page Intentionally Blank

## **E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Entity Name: \_\_\_\_\_

## **ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
(name of person) as \_\_\_\_\_ (type of authority) for  
\_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as  
Commissioned)

\_\_\_\_\_  
Personally known to me; or

\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_  
Did take an oath; or

\_\_\_\_\_  
Did not take an oath

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**TOWN OF GOLDEN BEACH**

By: \_\_\_\_\_  
Alexander Diaz  
Town Manager

Attest:

By: \_\_\_\_\_  
Lissette Perez  
Town Clerk

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

**Addresses for Notice:**

Town of Golden Beach  
Attn: Town Manager  
1 Golden Beach Drive  
Golden Beach, FL 33160  
305-932-0744 (telephone)  
305-933-3825 (facsimile)  
alexdiav@goldenbeach.us (email)

**With a copy to:**

Weiss Serota Helfman Cole & Bierman, P.L.  
Attn: Stephen J. Helfman, Esq.  
Town of Golden Beach Attorney  
2525 Ponce de Leon Boulevard, Suite 700  
Coral Gables, FL 33134  
SHelfman@wsh-law.com (email)

**CONTRACTOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity: \_\_\_\_\_

**Addresses for Notice:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (facsimile)  
\_\_\_\_\_ (email)

**With a copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (facsimile)  
\_\_\_\_\_ (email)

**EXHIBIT A**  
**Request for Proposal Document No. 2021-001**

**EXHIBIT B**  
**Contractor's Proposal**



**EXHIBIT C**  
**Schedule of Unit Prices**

**EXHIBIT D**  
**FHWA Form 1273**

**FIRST ADDENDUM TO THE CONTRACT FOR  
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

**THIS FIRST ADDENDUM TO THE CONTRACT FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES** (“Addendum”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between **Town OF GOLDEN BEACH, FLORIDA**, a Florida municipal corporation (the “Town”) and **CUSTOM TREE CARE, INC.**, a foreign for-profit corporation of the State of Kansas authorized to do business in Florida (the “Contractor” or “Consultant”).

**W I T N E S S E T H:**

**WHEREAS**, the Town and the Contractor wish to enter into that certain Contract for Disaster Debris Removal and Disposal Services for the purpose of providing disaster debris removal and disposal services (hereinafter the “Agreement” or “Contract”); and

**WHEREAS**, the Town and the Contractor desire to add certain provisions, including federally required contract clauses required by the Federal Emergency Management Agency (“FEMA”) to be eligible for disaster reimbursement grants under the Public Assistance Grant Program, to the Agreement as hereinafter provided.

**NOW, THEREFORE**, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Town and the Contractor desiring to be legally bound, do hereby agree and covenant, notwithstanding the terms and conditions of the Agreement, as follows:

1. **Addendum Controls.** In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall prevail and govern.
2. **Defined Terms.** All initial capitalized terms used in this Addendum shall have the same meaning as set forth in the Agreement unless otherwise provided.
3. **Recitals.** The recitals set forth above are incorporated herein and made a part of this Addendum.
4. **Insurance.**
  - 4.1. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor’s insurance and shall not contribute to the Contractor’s insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.

**4.1.1.** Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

**4.1.2.** Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

**4.1.3.** Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

**4.1.4.** Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

**4.2. Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

**4.3. Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to

the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

**4.4. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

**4.5.** The provisions of this section shall survive termination of this Agreement.

**5. Attorneys Fees and Waiver of Jury Trial.**

**5.1.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

**5.2.** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**6. Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

**7. Ownership and Access to Records and Audits.**

**7.1.** Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

**7.2.** Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

**7.3.** Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

- 7.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 7.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 7.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 7.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- 7.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records:** Lissette Perez  
**Mailing address:** 1 Golden Beach Drive  
Golden Beach , FL 33160  
**Telephone number:** 305-932-0744  
**Email:** [lperez@goldenbeach.us](mailto:lperez@goldenbeach.us)

8. **Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
9. **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
10. **Federally Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200.**
- a) **Equal Employment Opportunity.** During the performance of this Agreement, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted

construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from



such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

b) **Compliance with the Davis-Bacon Act.** During the performance of this Agreement, the Contractor agrees as follows:

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

c) **Compliance with the Copeland “Anti-Kickback” Act.** During the performance of this Agreement, the Contractor agrees as follows:

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

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

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

d) **Compliance with the Contract Work Hours and Safety Standards Act.** During the performance of this Agreement, the Contractor agrees as follows:

1) Overtime requirements. The Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor 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, the 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 (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- 3) Withholding for unpaid wages and liquidated damages. The Town 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 (b) of this section.
- 4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.
- e) **Clean Air Act and Federal Water Pollution Control Act.** As required by Federal program legislation, the Contractor agrees to comply with the following federal requirements:
  - 1) Clean Air Act.
    - i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)
    - ii. The Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
    - iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
  - 2) Federal Water Pollution Control Act
    - i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
    - ii. The Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to The State of Florida, Federal Emergency Management

Agency, and the appropriate Environmental Protection Agency Regional Office.

- iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

f) **Suspension and Debarment.** During the performance of this Agreement, the Contractor agrees as follows:

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required, and will, verify that neither Contractor, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The Contractor will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- 3) Contractor's certification is a material representation of fact relied upon by the Town. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to The State of Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

g) **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** During the performance of this Agreement, the Contractor agrees as follows:

- 1) The Contractor certifies to the Town that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The required Certification is attached to this Addendum to the Agreement.*
- 2) Contractor will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the OWNER.

h) **Procurement of Recovered Materials.** As required by federal program legislation, Contractor agrees to the following:

- 1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. meeting contract performance requirements; or
  - iii. at a reasonable price.
- 2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- i) **DHS Seals, Logos, and Flags.** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- j) **Compliance with Federal Law, Regulations, and Executive Orders.** The Contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- k) **No Obligation by Federal Government.** Contractor acknowledges that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
- l) **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor actions pertaining to this Agreement.
- m) **Access to Records.**
  - 1) The Contractor agrees to provide the State of Florida, the Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - 3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]**

## **44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

The undersigned, Custom Tree Care, Inc., certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Offeror, Custom Tree Care, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Authorized Officer: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum to the Agreement to be executed the day and year as first stated above.

**Town OF GOLDEN BEACH**

**CONTRACTOR**

By: \_\_\_\_\_  
Alexander Diaz  
Town Manager

Attest:

By: \_\_\_\_\_  
Lissette Perez  
Town Clerk

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

**Addresses for Notice:**

Town of Golden Beach  
Attn: Town Manager  
1 Golden Beach Drive  
Golden Beach, FL 33160  
305-932-0744 (telephone)  
305-933-3825 (facsimile)  
alexldiaz@goldenbeach.us (email)

**With a copy to:**

Weiss Serota Helfman Cole & Bierman, P.L.  
Attn: Stephen J. Helfman, Esq.  
Town of Golden Beach Attorney  
2525 Ponce de Leon Boulevard, Suite 700  
Coral Gables, FL 33134  
SHelfman@wsh-law.com (email)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity: \_\_\_\_\_

**Addresses for Notice:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (facsimile)  
\_\_\_\_\_ (email)

**With a copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (facsimile)  
\_\_\_\_\_ (email)

**Town of Golden Beach**  
**One Golden Beach Drive**  
**Golden Beach, FL 33160**  
**Phone 305-932-0744**  
**Fax 305-933-3825**  
[www.Goldenbeach.us](http://www.Goldenbeach.us)

**RFP # 2021-001: Disaster Recovery Services**  
**Cost of Plans: No charge**

**Project Summary:** The primary goal of the Town of Golden Beach is to select a professional firm to remove hazards/debris materials as quickly as possible to reduce danger to life and damage to property resulting after a storm or hurricane. The professional firm should be preferably located in the State of Florida. Mainly, because the location of the town; an ocean community also on the Intracoastal Waterway. Clean up, demolition and removal is difficult to achieve in a timely manner if the town must wait on services from a firm not located within the State of Florida. To eliminate immediate threats to life, public health and safety; eliminate immediate threats of significant damage to improved public or private property. This is considered essential to ensure economic recovery of the affected community and the benefit of the community-at-large. It is imperative that the Town have a local firm whose services can be accessed in within the first twenty-four hours of any storm or hurricane.

**Project Scope**

The town makes a formal request of the firm selected that upon request for services, a minimum of (4) crews consisting of at least (4) workers each be dispatched with the following equipment: A minimum of (8) 16-ton dump trucks with rear loaders, readily available, and in a continuous rotation for removal of debris. A backhoe, heavy duty street sweeper, and a grapppler. The teams shall begin from the north and south, working towards the center of town. The town has very limited space for a collection yard. The debris must be piled along the west side of the right of way and promptly removed. The following is a listing of services and/or tasks to be provided by the Proposer to the Town of Golden Beach for disaster recovery services. The Project Scope is presented in more detail in the bid specifications. Disaster Recovery Services shall be provided by the Proposer for:

- Emergency Road Clearance
- Debris Removal from Public Property
- Estimate of Damages
- Transportation of debris to approved facility
- Disposal of debris removed

- Abate and dispose of generated hazardous waste resulting from the disaster
- Provide all essential documentation and inspections

**Plan Holders:**

*Bid documents can be downloaded from the Town's website ([www.goldenbeach.us](http://www.goldenbeach.us)) or accessed on DemandStar.*

**TOWN OF GOLDEN BEACH  
One Golden Beach Drive  
Golden Beach, Florida 33160  
(305) 932-0744**

**REQUEST FOR PROPOSAL/QUALIFICATIONS RFP # 2021-001  
DISASTER RECOVERY SERVICES**

**TO:** All interested business firms, corporations, partnerships, or individuals dealing in "Disaster Recovery Services".

The Town of Golden Beach solicits your Proposal for disaster recovery services.

Proposals must be submitted on the attached bid forms. Proposals must be received by 2:00 p.m. on April 27, 2021. Proposal/qualification packages can be *downloaded from the Town's website ([www.goldenbeach.us](http://www.goldenbeach.us)) or on DemandStar.*

Each bid must be submitted either electronically through the DemandStar E-Bid process, or hard-copy plus one electronic copy (USB flash drive) delivered or mailed to the Town of Golden Beach, One Golden Beach Drive, Golden Beach, Florida 33160. If submitting electronically through DemandStar, bidders must choose the sealed option. If submitting hard copies, bids must be sealed and the outside of the envelope **MUST** be marked: **RFP # 2021-001 Disaster Recovery Services.**

**There will be a pre-bid conference for bidder questions and requests for additional information at 10:00 AM on Wednesday, April 7, 2021.**

**Zoom Link:**

<https://us02web.zoom.us/j/85874510124?pwd=empiNUo2RzVISm9QVmlwNnJkMjcvdz09>

**Meeting ID: 858 7451 0124      Passcode: 047289**

**Bid opening is scheduled for 2:30 p.m., April 27, 2021.**

**Zoom Link:**

<https://us02web.zoom.us/j/84337296276?pwd=NzdWUEJqUUN3Z21NM3dLUFRFUTg0dz09>

**Meeting ID: 843 3729 6276      Passcode: 853439**

All bidders, their agents or representatives are invited to join the meetings.



**EVALUATION OF PROPOSALS:** Award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the Town, taking into consideration the following evaluation factors: references; experience of the proposers business and employees of the business as it relates to disaster recovery services.

**The Town reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which in its best judgment best serves the public interest under all circumstances. Late proposals will be returned to sender unopened.**

**Town of Golden Beach  
One Golden Beach Drive  
Golden Beach, FL 33160  
Phone 305-932-0744  
Fax 305-933-3825  
[www.Goldenbeach.us](http://www.Goldenbeach.us)**

## **INSTRUCTIONS FOR BIDDERS**

### **RFP # 2021-001 Disaster Recovery Services**

Sealed proposals will be received by the Town of Golden Beach, Florida at Town of Golden Beach Town Hall until April 27, 2021 at 2:00 p.m. **Two (2)** copies plus one electronic copy (USB flash drive) of the proposal shall be submitted. Electronically submitted proposals will be received through the DemandStar E-Bid process – bidders must choose the sealed option.

Proposal should be made on the bid proposal form provided herein. Proposals submitted on any other format shall be disqualified. Hard copy proposals shall be sealed and plainly marked on the outside of the envelope RFP # 2021-001 Disaster Recovery Services. Additional submittals required to be submitted with the proposal are delineated in General Requirements. Proposals received after the specified time will not be considered and will be returned unopened.

Mail or deliver hard-copy proposals to the following address:

**Town of Golden Beach  
One Golden Beach Drive  
Golden Beach, Florida 33160**

Unsigned proposals will be considered incomplete and subject to rejection. Proposals having erasures/corrections must be initialed in ink by the proposer. In case of errors in extensions, unit prices will govern. By signing the proposal, the proposer agrees that the proposal is made without any misunderstanding, agreement, or connection with any other

person, firm, or corporation making a proposal for the same purpose; and, that the proposal is in all respects fair and without collusion or fraud. It is agreed by the undersigned proposer that the signing and delivery of this proposal represents the proposers acceptance of the terms and conditions of the foregoing specifications and provisions; and, if awarded the contract by the Town, will represent the agreement between the parties. Proposals will be publicly opened and read aloud in the Town of Golden Beach Town Hall, One Golden Beach Drive, Golden Beach, Florida 33160 at 2:30 p.m. All proposers responding to this request will be notified in writing as to the final outcome of this process. It is anticipated that notifications will be mailed within three (3) weeks of the contract being awarded.

Please check your prices before submission of bids, as no change in prices will be allowed after bid opening. Do not use pencil when inserting prices, use ink or typewriter only. Be sure all required bid sheets are signed.

Any questions relative to interpretation of specifications, request for proposal documents, or the bid process, shall be addressed in writing to the Town Manager, in ample time before the period set for the receipt and opening of proposals. No inquiries, if received within ten days of date set for receipt of bids, will be given any consideration. Any interpretation made to prospective bidders will be expressed in the form of a written addendum which, if issued will be conveyed to all prospective bidders no later than five days before the date set for receipt of proposals. Oral answers will not be authoritative. To ensure fair consideration for all proposers, the Town prohibits Communication to or with any department, division, official or employee during the submission process except the Town Manager. Additionally, the Town prohibits communications initiated by the proposer to any town official or employee evaluating or considering the proposals prior to the time a bid decision has been made. Any communications between proposer and town will be initiated by the Town Manager in order to obtain information or clarification needed to develop a proper accurate evaluation of the bid. Any communication initiated by a proposer, other than to the Town Manager, will be grounds for immediate disqualification of the offending proposer. All items quoted must be in compliance with all specifications. The Town reserves the right to increase or decrease quantities in these specifications. Failure to comply with these specifications and instructions will result in disqualification of your proposal.

**The Town reserves the right, at its sole and absolute discretion, to reject any or all proposals, or to accept that Proposal which, in its judgment, will, under all circumstances, best serve the public interest of the Town of Golden Beach.** Cost of submittal of this proposal is considered an operational cost of the bidder and shall not be passed on to, or be borne by, the Town of Golden Beach, Florida.

## **TERMS AND CONDITIONS**

### **RFP # 2021-001 Disaster Recovery Services**

The Town of Golden Beach solicits your Proposal for disaster recovery services which are responsive to the terms and conditions.

This contract may be cancelled in whole or in part by the Town or the Consultant (s) upon giving at least thirty (30) days written notice prior to cancellation; except that nonperformance on the part of the Consultant(s) will be grounds for termination. Termination will take place within five (5) days of notification. The company awarded this contract is encouraged to permit any other governmental agency in the area to participate in the contract under the same Terms and Conditions.

1. Attach proof of proper license and trade certifications.
2. The firm awarded this contract agrees to comply with all laws, codes, rules & regulations bearing on the conduct of work, including those of the Federal, State, County, and Town of Golden Beach.
3. The firm shall assume liability for damage or loss resulting from wrongful act(s) or negligence of its employees, agents, or sub-Consultant or its insurer shall reimburse the Town for any damage or loss within thirty (30) days after a claim is submitted.
4. The firm awarded this contract must be fully insured.
5. The firm will provide the name of any sub-contracting firms used; in addition, the firm will guarantee that each sub-contractor possess and maintains required insurance.
6. By submitting a proposal, the offerer certifies having fully read and understands this request for proposal and certifies full knowledge of the scope, nature, quantity and quality of work to be performed, and detailed requirements of the services to be provided and the conditions under which the services are to be performed.
7. Figures quoted shall remain firm for forty-five (45) days or until acceptance of the offerers quoted and agreement signed.
8. Reserved Rights of the Town - The Town of Golden Beach reserves the right to accept or reject any or all proposals which they may deem to best serve the interest of the Town. The right is reserved to waived technicalities or informalities. Bidder warrants that prices, terms and conditions quoted on this proposal will be firm for acceptance for a period of forty-five (45) days firm date of bid opening.
9. Patent Indemnity - The successful bidder shall indemnify and save harmless the Town from and against all claims, suits, actions, damages or cause of action arising during the term of the resulting agreement for any personal injury, loss of life, or damage

to property sustained by reason or as a result of the performance of the work for which the agreement was entered into, or its agent, sub-consultants, employees, invitees, and all other persons, and from and against any orders, judgments or decrees which may be entered thereto and from and against all costs, attorney's fees, expenses and liabilities incurred in or by masons of the defense of any such claim, suit or action, and the investigation thereof. Nothing in the agreement shall be deemed to affect the rights, privileges and immunities of the Town as set forth in the Florida Statutes 768.28.

10. The Town is exempted from State Sales Tax and Federal Excise Tax. Do not include tax in bid; Tax Exemption Certificate will be furnished upon request.

11. The Town of Golden Beach requires that any and all changes to the original contract shall be in writing and approved in advance by the Town Manager, followed by a written modification signed by both parties and approved by the Town Mayor and/or the Town of Golden Beach Council (if required).

12. Public Records - Upon award recommendation or ten (10) days after opening, Proposals become public records and shall be subject to public disclosure consistent with Chapter 119, Florida State Statutes.

13. Payment will be accomplished by submission of invoice, in duplicate with itemization of all work performed by location and mailed to:

Town of Golden Beach  
One Golden Beach Drive  
Golden Beach, Florida 33160

Once the Town representative has approved the invoices, payment will be made within thirty (30) days.

14. All labor, materials, supplies, and equipment shall comply with any and/or all applicable standards including OSHA and the safety and protection of the employees of the firm.

15. Obligations of the Town of Golden Beach - Upon award, the firm shall receive all instructions from the Town Manager or his/her designee (Town Representative).

16. Manner of Performance

The firm shall perform all its obligations and functions under this agreement in accordance with all terms, conditions, and specifications laid forth by the Town. The firm shall coordinate its activities with the Town representative as not to conflict with any operation or activities scheduled by the Town.

The firm shall keep current all licenses and permits whether Municipal, County, State, or Federal required for the performance of its obligations and functions hereunder and shall pay promptly when all fees become due. Copy of licenses should be submitted with the proposal.

The firm awarded this contract will provide an implementation schedule. This schedule must be submitted and approved by the Town representative in advance of commencing work.

Cost of submittal of this proposal is considered an operational cost of the proposer and shall not be passed on to or be borne by the Town.

Please make sure all forms and proposal sheets requiring signatures are completed, signed and returned in a sealed envelope marked on the outside **RFP # 2021-001 Disaster Recovery Services**. If submitting forms and proposal sheets electronically via the DemandStar E-Bid Process, choose the sealed option.

Failure to comply with these specifications and instructions will result in disqualification of your bid.

17. Evaluation of Proposals: Award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the Town, taking into consideration the evaluation factors set forth below:

- a. References
- b. Experience of the proposers business and employees of the business as it relates to disaster recovery services.
- c. Total Price
- d. The sufficiency of financial resources and ability of business to perform this contract.
- e. The ability, capacity and skill of the proposer and personnel to be assigned to this project to perform the services required.
- f. Company History
- g. Location of Business
- h. Methodology
- i. Completeness of technical submittal, conformance to specifications and approach to project.
- j. Such other information as may be requested or secured.

18. Interpretation of Documents- If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Specifications or Procedural documents, or finds discrepancies in or omissions in the Specifications, he may submit to the Owner a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. The purchasing department will

review the written request and decide if a addendum to the proposal needs to be issued. If an addendum is issued, it will be mailed or delivered to each person receiving a set of the proposal documents.

19. Conflict of Interest - The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the Town of Golden Beach. Further, all bidders must disclose the name of any Town of Golden Beach employee who owns, directly or indirectly, an interest in the proposers firm or any of its branches.

## **The Town of Golden Beach Specification for a RFP # 2021-001 Disaster Recovery Services**

### **General Requirements**

The primary goal of the Town of Golden Beach is to select a professional firm to remove as quickly as possible hazards to life and property resulting in the Town of Golden Beach. Clean up, demolition, and removal will be limited to: to eliminate immediate threats to life, public health and safety; eliminate immediate threats of significant damage to improved public or private property, and considered essential to ensure economic recovery of the affected community to the benefit of the community-at-large. The services shall consist of clean up, demolition, removal, reduction and disposal of debris as directed by the designated representative of Town of Golden Beach.

### **Project Scope**

The following is a listing of services and/or tasks to be provided by the Proposer to Town of Golden Beach:

- a. Emergency Road Clearance: If directed by the Town of Golden Beach the Proposer shall accomplish the cutting, tossing and/or pushing debris from primary transportation routes as identified by Town of Golden Beach. This operational scope of services shall be for the first 72 hours of the event. Once this task is accomplished, the following tasks will begin as required.
- b. Debris Removal from Public Property (Rights of Way): As identified and directed by the Town of Town of Golden Beach the Proposer shall accomplish the pick up and hauling of all eligible debris to a temporary debris staging location from public rights of way and shall maintain debris work sites to appropriate use standards, safety standards and regulatory requirements. The Town of Golden Beach reserves the right to expand or decrease the type of roads to Proposer will collect from. The Proposer

shall provide the Town a daily map or list of roads documenting the first, second and third passes.

- a. Debris Removal from Public Property: The Proposer will operate beyond public rights of way only as identified by the Town of Golden Beach.
- b. Debris Removal from Private Property: The Proposer shall remove all eligible debris, as identified by the Town of Golden Beach. The Proposer will place debris collected through this process in the rights of way, where the debris will then be removed from public property.
- c. Estimate of Damage: The Proposer shall provide an estimate (dollar amount and cubic yard) of the amount of debris/damage caused by the event. The estimate shall include a proposed lean up schedule for debris and removal reduction.
- d. Hazardous Stumps: As identified by the Town of Golden Beach the Proposer shall remove all hazardous stumps that pose a threat to life, public health and safety and haul each stump to a temporary debris staging site. The stump will be ground down, unless deemed otherwise by the Town of Golden Beach.
- e. Restoration: As identified by the Town of Golden Beach the Proposer 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. The Proposer shall repair any damage to the rights of way, pavement and storm water system and leave the site in a clean and neat condition as determined by the Town of Golden Beach.
- f. Temporary Debris Staging and Reduction Site: The Proposer will prepare and maintain a Temporary Debris Staging Site to accept and process all eligible storm debris, maintain approach and interior roads for entire period of debris hauling.
- g. Disaster Event Generated Hazardous Waste Abatement: The Proposer shall abate and dispose of all hazardous waste identified by the Town of Golden Beach in accordance with all local, State and federal laws.
- h. Documentation and Inspections: All storm debris shall be subject to inspection by the Town of Golden Beach.
- i. All activity associated with gathering and loading of debris, shall be performed during visible daylight hours, seven days a week, including holidays, until the work is complete.
- j. The Proposer may expect to encounter white goods available for disposal.

**Town of Golden Beach**  
**One Golden Beach Drive**  
**Golden Beach, FL 33160**  
**Phone 305-932-0744**  
**Fax 305-933-3825**  
[www.Goldenbeach.us](http://www.Goldenbeach.us)

**PROPOSAL SUBMISSION LIST**

**RFP # 2021-001, Disaster Recovery Services**

In addition to your proposal, the forms (pages) listed below are to be completed and submitted. Failure to do so will result in disqualification of your Proposal.

1. Request for Proposal (cover page)
2. Proposal Bid Form
3. Company Information
4. List of References/Experience
5. Proposer's Certification
6. Drug Free Workplace Certification



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**PROPOSAL BID FORM**

**RFP # 2021-001, Disaster Recovery Services**

Therefore, the undersigned, Hereinafter called the proposer, hereby certifies that he/she has familiarized himself/herself with the extent of the work, and having examined carefully the specifications herein, propose to furnish all the labor, materials and services, without exception, for the Disaster Recovery Services.

Proposed cost, in figures and in words. \$\_\_\_\_\_per cubic yard

In Figures

\$\_\_\_\_\_

In Words

Time for completion, after Notice to Proceed \_\_\_\_\_days

\_\_\_\_\_  
Company Name (please print) Authorized Signature

**Town of Golden Beach**  
**One Golden Beach Drive**  
**Golden Beach, FL 33160**  
**Phone 305-932-0744**  
**Fax 305-933-3825**  
[www.Goldenbeach.us](http://www.Goldenbeach.us)

**COMPANY INFORMATION**

**RFP # 2021-001 Disaster Recovery Services**

**IMPORTANT:** This form must be returned with the Bid Proposal Form. **(Please Print or Type)**

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Federal ID or SS #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

No. of Years in Business: \_\_\_\_\_

No. of Employees: \_\_\_\_\_

No. of Employees to be assigned or available for this contract: \_\_\_\_\_

No. of Clients your company is currently servicing: \_\_\_\_\_

Number of year's experience (combined) of employees to be assigned or available for this contract: \_\_\_\_\_

\_\_\_\_\_

Company Name (please print) Authorized Signature

**Town of Golden Beach**  
**One Golden Beach Drive**  
**Golden Beach, FL 33160**  
**Phone 305-932-0744**  
**Fax 305-933-3825**  
[www.Goldenbeach.us](http://www.Goldenbeach.us)

**LIST OF REFERENCES/EXPERIENCE**  
**RFP # 2021-001, Disaster Recovery Services**

**IMPORTANT:** This form must be returned with the bid proposal form.  
The proposer shall complete the following listing references for similar services.

1. Name of the Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_  
2. Name of the Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_  
3. Name of the Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_

\_\_\_\_\_  
Company Name (please print) Authorized Signature

**Town of Golden Beach**  
**One Golden Beach Drive**  
**Golden Beach, FL 33160**  
**Phone 305-932-0744**  
**Fax 305-933-3825**  
[www.goldenbeach.us](http://www.goldenbeach.us)

**PROPOSERS CERTIFICATION, RFP # 2021-001 Disaster Recovery Services**

I have carefully examined the Request for Proposal, Instructions for Bidders, Terms and Conditions, proposal forms and all other documents accompanying or made a part of this Request for Proposal. I hereby propose to furnish the commodity or services specified in the Request for Proposal at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of forty-five (45) days in order to allow the Town adequate time to evaluate the proposals. I certify that all information contained in this Request for Proposal is truthful to the best of my knowledge and believe I further certify I am duly authorized to submit this proposal on behalf of the vendor/Consultant as its act and deed and that the vendor/Consultant is ready, willing and able to perform if awarded this RFP. I further certify, under oath, that this bid/proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a bid/proposal for the same commodity or service; no officer, employee or agent of the Town of Golden Beach or of any other bidder/proposer interested in said bid/proposal; and that the undersigned executed this bidders/proposers certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
Name of Business Sworn to and subscribed before me

By: this day of \_\_\_\_\_, 2007.

Signature

\_\_\_\_\_  
Name & Title, Typed or Printed Signature of Notary

Notary Public, State of \_\_\_\_\_

Mailing Address

Personally Known \_\_\_\_\_

City, State, Zip Code -or-

Produced Identification \_\_\_\_\_

\_\_\_\_\_  
Telephone Number

**Town of Golden Beach**  
**One Golden Beach Drive**  
**Golden Beach, FL 33160**  
**Phone 305-932-0744**  
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**DRUG FREE WORKPLACE CERTIFICATION**  
**RFP # 2021-001 Disaster Recovery Services**

In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid/proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

---

Company Name (please print) Authorized Signature

# **TOWN OF GOLDEN BEACH**

## **Disaster Recovery Services**

**Bid No. 2021-01**

### **ADDENDUM No. 2**

**DATE OF ADDENDUM: 04-15-2021**

#### **TO ALL PROSPECTIVE BIDDERS:**

Bidders for the above-referenced project shall take note of the following changes, additions, deletions, clarifications, response to RFI's, etc. to the Bid Documents, which in accordance with the Contract Documents shall become a part of and have precedence over anything shown or described otherwise.

#### **PLEASE NOTE THE FOLLOWING RESPONSE TO CONTRACTOR'S REQUEST FOR INFORMATION:**

##### **RFI #1**

1. In the RFP, it requests four crews and a list of equipment required for each crew, or total equipment for the response.

**Answer: Each crew are required to have the following: truck with rear loader (4 total); backhoe (4 total); grappler (4 total); crews can share one street sweeper.**

2. Would we be able to email the proposal in?

**Answer: Yes. We will take electronic submittals. The main concern is that we have a company that is local so that we can immediately have your crews clearing our roads within 24 hours of the storm passing. We will allow for pre-staging of equipment prior to the storm's arrival, of course at your own risk, as we are a barrier island community.**

3. Where is the closest debris dump location? Where is the temporary debris station location?

**Answer: We do not go to a temporary debris location. If you need to stage the debris in town to ship away. It needs to be removed within a reasonable time period. With Hurricane Irma, the entire town was cleared within a 7-day window.**

4. Who is responsible to tipping/final disposal fees?

**Answer: The Town.**

5. Are there Town requirements to documenting the debris inspections?

**Answer: You need to keep proper documentation of what your crews are working on. The Town will have its own separate inspector documenting what is being done. We will measure how many yards the truck you have has compacted. We will measure how many yards you are removing and once you get to the fill site we will take your tipping receipts. All of those receipts need to be kept and given to the Town for us to monitor how much weight you are removing.**

6. Where will you allow the prestaging of equipment?

**Answer: The prestaging will be allowed at our parks. North Park primarily – that is the**

Bid No. 2021-01

Addendum #2

Page 1 of 4

preferred staging site. The Town Hall lawn can be used as well and South Park. We found that during the last storm what was most effective was the pushing of the debris onto the back of a truck and getting it offsite. Goal is to clean our street as quickly as possible. We do remove all landscaping debris from the front door of our residents' home to the street. Our staff will push it to the right of way; you will be responsible for removing it.

7. How do we quantify restoration, for example hazardous stumps?

**Answer: Assessments to be made as clean-up is in progress. Should there be a large tree that has fallen, we will have our landscapers with us and they will identify which stumps need to be removed. You will provide an estimate of the costs to remove it.**

**We have over 20,000 coconut trees in our community and a large number of med Jools. Will not be responsible for hauling away anything other than landscape debris.**

8. Page 5 of 15, Item #3: Liability for damage or loss resulting from wrongful acts. Please elaborate.

**Answer: Proposer must have liability insurance.**

9. Page 9 of 15, Item C. proposed "lean up schedule," was this a type-o, "Clean-up Schedule"? Can a rate chart be provided for this item, we will not know the degree of clean-up prior to disaster.

**Answer: Yes, it should read "Clean-up". An estimated timeline shall be submitted by the proposer along with a fee schedule i.e. billing by hour or billing by item.**

10. Page 9 of 15, Item E. Restoration: As identified by the Town of GB the proposer shall place compatible fill dirt in ruts... how do we quantify the amount to be restored prior to debris removal?

**Answer: Assessment to be made as clean-up is in progress.**

- a. Per 04/07/21 Pre-Bid Meeting, Contractor is only responsible for landscape debris removal, are we responsible for restoration as well? **No, contractor is not responsible for restoration. Repair to hazardous conditions created by removal of stumps**
- b. Will the Town of Golden Beach provide allowances or accept a rate chart? **Yes**
- c. What are the Town requirements? **Repair to hazardous conditions created by removal of stumps**
- d. Who will audit the area to be restored? **Our Public Works Department.**
- e. Are we responsible for re-sodding? **No**
- f. Please provide type of materials and specifications for appropriate rate chart. **Sod, Soil, Trees/palms**

11. Staging Area:

At the staging area, will the Town of Golden Beach provide the following:

- a. Dumpster(s), **No**
- b. Vac-room, **No**
- c. Electric, **Yes**
- d. Water, **Yes**

- e. Office, **No**
- f. Security to watch our equipment, **Yes**
- g. Port-o-potties **No, facilities available in Town.**
- 12. Do we have rights to stay in the staging hours 24Hrs to maintain our equipment? **Yes**
- 13. Are we responsible for restoration of the staging area restoration once disaster recovery is complete?  
**Answer: No**
- 14. How much time in advanced will we be notified to be released? (Before, during, or after the storm?)  
**Answer: The proposer will be notified no less than 24 hours prior to landfall,**
  - a. Who determines the timing of releasing of contractor? **Town Manager**
  - b. When will we be notified by the Town of Golden Beach that it's safe to be outside? **As soon as the storm has passed. Proposer must be on location within 24 hours after the storm has passed.**
- 15. Per the Pre-Bid meeting, all trucks must be certified, who do the trucks need to be certified by? **FDOT**
- 16. Town of Golden Beach Inspectors:
  - c. Per the Pre-Bid Meeting, the Town of Golden Beach will provide their own independent inspectors. What are the operation hours of the Town Inspectors?  
**Inspectors on standby. Available as needed.**
  - d. Will the inspectors be measuring the debris at the staging are (one location) or debris site (whole town)? **Whole town**
  - e. How will this inspector be quantifying the debris? **By truck size**
  - f. How does the city plan on quantifying the cubic yards? **Weight indicated at the tipping location. Receipts must be kept and submitted to the Town of Golden Beach.**
- 17. Per the Bid Pointing System, is there any value to being a Woman Owned Business working in the Town of Golden Beach?  
**Answer: No**

## RFI #2

- 18. Per the Bid Proposal Form on Page 11 of 15, Town of Golden each is requesting Price per Cubic Yard. Why is weight being considered, there is no correlation between weight and cubic yardage. Please advise.  
**Answer: Correct. Cubic Yards as a measurement of volume. How much does it cost to collect this amount of debris.**
- 19. **Is the Town of Golden Beach begin reimbursed by FEMA?** **Answer: Partially reimbursed.**
  - a. If so, which landfill is accepting this disaster recovery debris? **Answer: North Dade Landfill, 21500 NW 47 Avenue, Miami Gardens, FL 33055 or South Dade Landfill 23707 SW 97 Aenue, Homestead, FL 33032**

All trucks need to be FDOT certified. You may collaborate with an independent hauler to provide you



a dump truck. During Irma, there were 8 to 10 trucks in Town on a rotating basis. You do not need a very large fleet for this community. However, you are going to want to have enough trucks available to you so that your crews are not sitting idle. They will stage at Terracina and you will work either north to south from Terracina to Massini.

Public Works Directors, Kirk McKoy, re-emphasized that as you come on-site our staff will make sure that all of your trucks are certified and that your staff has the proper personnel protective equipment on them. We do not want anyone to get hurt while they are providing this service.

Looking forward to collaborating with someone who has the work force and the equipment to get this service done. We are really looking forward to awarding this contract to someone who has a local presence, who can provide us with immediate debris removal service following the storm.

Proposers are reminded to please acknowledge receipt of this addendum in your Bid submittals.

Addendum No. 01 & No. 02

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

I hereby acknowledge receipt of Addendum No. 01 & No. 02 for the **TOWN OF GOLDEN BEACH DISASTER RECOVERY SERVICES RFP #2021-01.**

Name of Bidder: \_\_\_\_\_  
Print or type name of firm

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print or type name and Title of authorized company official

Signature: \_\_\_\_\_  
Signature OF authorized company official

Date: \_\_\_\_\_, 20\_\_\_\_

END OF SECTION



**ORIGINAL Bid**  
For  
**Town of Golden Beach**



**RFP # 2021-001**  
**Debris Recovery Services**  
**Due: April 27, 2021 @ 2 PM**



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6021 SW 29<sup>th</sup> St. PMB #130  
Topeka, KS 66614  
(785) 478-9805 – Office  
(785) 478-4195 – Fax  
ggathers@customtreecare.com  
www.customtreecare.com  
(Office locations in Kansas & Alabama)

Town of Golden Beach  
One Golden Beach Drive  
Golden Beach, FL 33160

To whom it may concern,

Attached are completed proposal documents from Custom Tree Care (CTC) for RFP # 2021-001; Disaster Recovery Services. CTC is a corporation, incorporated in the state of Kansas. Our Disaster Response Division was founded over 15 years ago. CTC has operated as a successful, well-established “tree” company since 1999, providing services throughout the Midwest. Therefore, emergency recovery and storm debris removal is a natural fit. CTC has operated as either “the” prime contractor, the financing and singular prime subcontractor or a major first tier (sub) contractor in the recovery of over 125 major catastrophic events in 27 states.

Coming up through the ranks as a subcontractor, we have had the experience needed to streamline the recovery process, while maintaining our 100% safety record. We have also been able to develop and streamline debris removal, reduction and disposal to ensure that our teaming partners and the community receive the benefits of our experience.

CTC, unlike many of the “major players” holds the advantage of owning a fleet of equipment which can readily provide the rapid response needed for any size project, in any location. We don’t have to “wait” for subcontractors to mobilize, get insurance, and staff their equipment. Many primes are heavily dependent on rental equipment which may or may not be available when needed the most.

Our past performance is excellent, and we will strictly adhere to all requirements of this project including program standards as provided in FEMA’s “Debris Management Guide.” Custom Tree Care is registered to do business in the State of Florida and has completed several contracts of this nature in the past for school districts, Municipalities (cities and towns), counties, states and federal government. Our staff is trained in USACE

and FEMA standards and all work practices will conform to applicable OSHA, ANSI, and DOT standards.

Upon award we will provide all additional documentation required. We look forward to serving the Town of Golden Beach in completion of this project.

Respectfully,

A handwritten signature in black ink, appearing to read "Greg Gathers". The signature is fluid and cursive, with the first name "Greg" being more prominent than the last name "Gathers".

Greg Gathers  
President & ISA Certified Arborist  
MW-4172A  
Custom Tree Care, Inc.



## PAST PERFORMANCE

(AS A PRIME CONTRACTOR)

<u>ST</u>	<u>CLIENT</u>	<u>CONTRACT #</u>	<u>TOTAL CY</u>	<u>TOTAL AMOUNT</u>	<u>DATE</u>	<u>CONTACT</u>
OK	City of Oklahoma City - Public Works	Emergency Street Access Tree & Debris Removal October 2020 Ice Storm	13,799.03 tons	\$1,220,524.20	11/16/2020-2/14/2021	Derek Johnson (405)297-1517 <a href="mailto:derek.johnson@okc.gov">derek.johnson@okc.gov</a>
OK	City of Oklahoma City - Utilities	October 2020 Ic Storm Debris Removal October 2020 Ice Storm	56,827.43 tons	\$5,026,386.19	11/10/2020-2/13/2021	Don Maisch (405)297-3140 <a href="mailto:don.maisch@okc.gov">don.maisch@okc.gov</a>
OK	City of the Village	Storm Debris Removal October 2020 Ice Storm	33,227.16	\$ 262,510.50	11/5-12/15/2020	Bruce Stone (405)529-0000 <a href="mailto:bruce_stone@thevillageok.org">bruce_stone@thevillageok.org</a>
CO	City of Boulder	Post Disaster Debris Collection September Snowstorm	52,331.40	\$ 752,658.60	9/16-11/25/2020	Jeff Haley (303) 413-7233 <a href="mailto:haleyj@bouldercolorado.gov">haleyj@bouldercolorado.gov</a>
IA	City of Madrid	Debris removal and disposal Derecho	1,785.40	\$ 36,063.28	9/16-10/17/2020	Tom Brown (515) 795-3930 <a href="mailto:mayor@madridiowa.org">mayor@madridiowa.org</a>
TN	Wilson County	Disaster Debris Clearance, Removal & Disposal Tennessee Tornado Debris Removal	35,400.2	\$ 650,971.00	Apr. 2020 - June 2020	Aaron Maynard (615) 443-2630 <a href="mailto:maynarda@wilsoncountyttn.gov">maynarda@wilsoncountyttn.gov</a>
TN	City of Waverly	Hurricane Debris Clearing / Removal Tropical Storm Olga	22,558.0	\$ 200,630.60	3/2-4/3/20	Corey Burket (931) 296-2101 <a href="mailto:csburket@yahoo.com">csburket@yahoo.com</a>
TN	Putnam County	Disaster Debris Clearance, Removal & Disposal Tennessee Tornado Debris Removal	76,521.0	\$ 728,690.00	Mar. 2020 - May 2020	Randy Porter (931) 526-2161 <a href="mailto:randy.porter@putnamcountyttn.gov">randy.porter@putnamcountyttn.gov</a>
TN	City of Cookeville	Disaster Debris Clearance, Removal & Disposal Tennessee Tornado Debris Removal	45,606.0	\$ 446,715.58	Mar. 2020 - May 2020	James Mills (931) 520-5241 <a href="mailto:jam@cookeville-tn.gov">jam@cookeville-tn.gov</a>
MS	Lee County	Debris Removal Tropical Storm Olga	138,770.2	\$ 2,850,608.20	Dec. 2019 - June 2020	Lee Bowdry (662) 432-2950 <a href="mailto:lbowdry@co.lee.ms.us">lbowdry@co.lee.ms.us</a>
MS	City of Corinth	Storm Debris Removal & Disposal	181,460.9	\$ 1,955,761.63	3/9-6/19/20	Clayton Mills (662) 415-0855 <a href="mailto:cm_@bellsouth.net">cm_@bellsouth.net</a>
MO	City of Clayton	Tree Removal Services		\$ 73,615.00	2/4-3/7/19	Michael Leady (314)290-8550 <a href="mailto:mleadyc@claytonmo.gov">mleadyc@claytonmo.gov</a>
KS	Douglas County Public Works	Disaster Debris Removal Tornado		\$ 144,996.58	June 2019 - Sept. 2019	Keith Browning (785) 832-5293 <a href="mailto:kbrowning@douglascountyks.org">kbrowning@douglascountyks.org</a>
MO	City of Springfield	Tree Removal Stump Grinding		\$ 58,025.00	3/11-3/31/19	Casey Kellner (417) 864-1135 <a href="mailto:ckellner@springfieldmo.gov">ckellner@springfieldmo.gov</a>



<u>ST</u>	<u>CLIENT</u>	<u>CONTRACT #</u>	<u>TOTAL CY</u>	<u>TOTAL AMOUNT</u>	<u>DATE</u>	<u>CONTACT</u>
NC	Town of Beaufort	Hurricane Florence Vegetative & C&D Debris Removal	48,469.8	\$ 372,331.95	9/21-11/5/18	Mark Eakes (252) 904-6477 <a href="mailto:m.eakes@beaufortnc.org">m.eakes@beaufortnc.org</a>
NC	Town of Belville	Hurricane Florence Vegetative & C&D Debris Removal	47,735.2	\$ 345,364.72	10/10-12/11/18	Athina Williams (910) 371-2456 <a href="mailto:townadministrator@townofbelville.com">townadministrator@townofbelville.com</a>
NC	Town of Cape Carteret	Hurricane Florence Vegetative & C&D Debris Removal	87,697.65	\$ 566,343.87	9/24-11/19/18	Zach Steffey (252) 393-8483 <a href="mailto:zsteffey@capecarteret.org">zsteffey@capecarteret.org</a>
NC	Town of Carolina Beach	Hurricane Florence Vegetative & C&D Debris Removal	60,598.04	\$ 339,386.57	9/24-11/15/18	Brian Stanberry (910) 458-8291 <a href="mailto:brian.stanberry@carolinabeach.org">brian.stanberry@carolinabeach.org</a>
NC	Town of Cedar Point	Hurricane Florence Vegetative & C&D Debris Removal	46,007.0	\$ 287,926.07	9/26-11/1/18	Jayne Calhoun (252) 393-7898 <a href="mailto:jcalhoun@cedarpointnc.org">jcalhoun@cedarpointnc.org</a>
NC	Wayne County	Hurricane Florence C&D Debris Removal	48.97	\$ 3,623.78	10/9-11/13/18	Noelle Woods (919) 705-1714 <a href="mailto:noelle.woods@waynegov.com">noelle.woods@waynegov.com</a>
NC	Town of Wrightsville Beach	Hurricane Florence Vegetative & C&D Debris Removal	9,894.9	\$ 121,578.99	10/4-10/26/18	Tim Owens (910) 239-1700 <a href="mailto:towens@towb.org">towens@towb.org</a>
NC	Pamlico County	Hurricane Florence Vegetative & C&D Debris Removal	98,277.6	\$ 847,214.26	10/8/18-2/25/19	Tim Buck (252) 745-3133 <a href="mailto:tim.buck@pamlicocountv.org">tim.buck@pamlicocountv.org</a>
NC	Carteret County	Hurricane Florence Vegetative & C&D Debris Removal	49,861.0	\$ 353,339.88	10/29/18-3/13/19	Randy Cantor (252) 728-8545 <a href="mailto:randy.cantor@carteretcountync.gov">randy.cantor@carteretcountync.gov</a>
NC	Town of Hope Mills	Hurricane Florence Vegetative & C&D Debris Removal	8,478.9	\$ 65,287.53	12/11/18-2/5/19	Don Sisko (910) 429-3384 <a href="mailto:dsisko@townofhopemills.com">dsisko@townofhopemills.com</a>
FL	Town of Bay Harbor Islands	Hurricane Debris Clearing / Removal	7,769.3	\$ 167,467.11	9/12-10/19/17	Jordan Leonard (305) 206-8497 <a href="mailto:jleonard@bayharborislands-fl.gov">jleonard@bayharborislands-fl.gov</a>
FL	South Broward Drainage District	Hurricane Debris Clearing / Removal	1,110.3	\$ 193,442.10	9/15-10/12/17 2/16-3/15/18	Joe Certain (954) 680-33337 x208 <a href="mailto:joe@sbdd.org">joe@sbdd.org</a>
FL	City of West Park	Hurricane Debris Clearing / Removal	3,207.48	\$ 30,000.00	9/16/2017	Dan Millien (954) 964-0824 <a href="mailto:dmillien@citvofwestpark.org">dmillien@citvofwestpark.org</a>
FL	Broward County Schools	Hurricane Emergency Debris Cleanup & Removal		\$ 1,491,664.66	12/9/15-11/30/18	Roy Norton (754) 321-4316 <a href="mailto:roy.norton@browardschools.com">roy.norton@browardschools.com</a>
CO	City of Boulder	Emergency Tree & Debris Removal		\$ 420,710.00	4/1-5/31/16	Kathleen Alexander (303) 441-3406 <a href="mailto:alexanderk@bouldercolorado.gov">alexanderk@bouldercolorado.gov</a>
MO	Housing Authority of Kansas City	Tree Services			On-going	Ric Chase (816) 968-4100
KS	City of Mission, KS	Nuisance Abatement			1/19/2016	Nilo Fanska (913) 676-8350



<u>ST</u>	<u>CLIENT</u>	<u>CONTRACT #</u>	<u>TOTAL CY</u>	<u>TOTAL AMOUNT</u>	<u>DATE</u>	<u>CONTACT</u>
KS	City of Roeland Park	Nuisance Abatement			1/19/2016	Shiloh Wells (913) 722-2600
KS	Shawnee County	Line Clearance, Tree Trimming, Stump Removal & Emergency Services		\$ 225,439.00	9/22/2016	Tom Hammer (785) 251-2663
TN	City of Memphis	Emergency Removal Storm Debris		\$ 136,632.00	6/30/16-6/30/18	Barry Levine (901) 237-2805
NC	City of Goldsboro	Vegetative Debris Removal Hurricane Matthew		\$ 112,575.94	8/4/2016	Tracy Barber (919) 580-4393
NC	Wayne County	Debris Clearing & Removal Services Hurricane Matthew		\$ 28,071.90	11/14/2016	Noelle Woods (919) 705-1714
KS	City of Derby	Brush Grinding		\$ 24,100.00	11/1/2015	Michael Day (316) 239-8693
CL	Cleveland Metroparks	2015 Tree Removal Program		\$ 66,300.00	10/1/2015	Jim Rodstrom (216) 739-6044
IL	City of Quincy	Storm Damaged Tree Removal & Trimming Project		\$ 275,400.00	10/1/2015	Jon Vrandenburg (217) 257-9380
MO	University of Central Missouri	On Call Tree Services IFB #9685		Varies	9/17/14-12/17/18	Brad Mackey (660) 543-4495
MO	North Kansas City	Tree Maintenance Services		\$ 230,140.00	12/1/13-11/30/18	Chris Cooper (816) 274-6004
MO	Missouri DOT - SW District	On Call Tree Trimming SW-14-029CS		Varies	12/5/13-11/30/14	Christina Stephens (417) 895-7811
MO	Missouri DOT - KC District	On Call Tree Trimming KC-B13-018		Varies	6/14/13-6/14/16	Toni Terry (816) 347-4112
MO	City of Kansas City, MO	Annual Tree Maintenance & EAB Tree Removal		\$ 3,102,877.00 \$ 999,845.00	6/1/13-6/1/16	Alice Hannon (816) 513-8566
KS	City of Topeka	Final Yard Clean-up		Varies	11/14/2012	Tim Davis (785) 368-0139
KS	City of Derby	2012-022 Brush Grinding		\$ 17,750.00	10/19/2012	Darryl Zimmerman (316) 734-4263
TX	National Park Service	P12PX28609		\$ 59,065.00	10/19/2012	Linda Wheiles (432) 477-2807
KS	City of Lawrence, KS	Levee Clearing at Airport		\$ 63,000.00	5/18/2012	Steve Bennett (785) 832-3123
KS	City of Shawnee, KS	Tree Trimming & Emergency Tree Debris Removal Contract		Varies	6/1/11-6/1/19	Tammy Snyder (913) 742-6267
TX	National Park Service	P7130100049 Tree Removal Services		\$ 31,670.00	10/8/2010	Linda Wheiles (432) 477-2807
IA	Iowa State University	RFQ 61451 Disaster Recovery - Veenker		\$ 19,968.80	10/1/2010	Brian Burkheimer (515) 294-4793
SD	United States Army Corps. Of Engineers	W9128F-10-M-G034 Tree Trimming / Removal		\$ 87,025.00	9/6/2010	Gary Ledbetter (402) 667-2530
OK	VT Griffin (Fort Sill, OK)	Tree Pruning / Removal Debris Removal		\$ 308,950.00	2/24/2010	Richard Castleberry (580) 442-6557

<u>ST</u>	<u>CLIENT</u>	<u>CONTRACT #</u>	<u>TOTAL CY</u>	<u>TOTAL AMOUNT</u>	<u>DATE</u>	<u>CONTACT</u>
OK	Picerne Military Housing (Fort Sill, OK)	Tree Pruning Debris Removal		\$ 316,552.50	2/2/2010	Greg Starkey (580) 581-2100
KS	Dept. of Veteran Affairs	Tree Services VA-786-P-0787		\$ 20,725.00	10/7/2009	Jayme Quinley (913) 683-1179
MO	City of Webster Groves, MO	Tree Removal		\$ 5,900.00	4/2/2009	Katie Nakazone (314) 963-5319
MO	City of Lees Summit, MO	Annual Tree Maintenance		Multiple	4/16/09-4/15/15	DeeDee Tschirhart (816) 969-1087
IA	State of Iowa Woodward Resource Center	Tree Removal / Pruning		\$ 15,525.00	3/24/2009	Kim Polish (515) 438-3511
AR	University of Arkansas	Hazardous Limb Removal & Debris Removal		\$ 80,630.00	2/8/2009	Sam Emerson (479) 575-6172
AR	Dept. of Veteran Affairs	Hazardous Limb Removal & Debris Removal VA-564-C90185		\$ 59,900.00	2/9/2009	Kevin Garrison (479) 444-4006
KS	Dept. of Veteran Affairs	Tree Services VA-786-08-RP-0243		\$ 51,300.00	9/26/2008	Jayme Quinley (913) 683-1179
KS	City of Lawrence, KS	Emergency Tree Services		Multiple	1/1/08-12/31/21	Crystal Miles (785) 832-7970
KS	USD #501 Schools Topeka, KS	Tree Services		Multiple	Various Dates	Gary Menke (785) 295-3095
KS	City of Holton, KS	Line Clearance Trimming		\$ 114,534.76	8/29/2008	Scott Frederickson (785) 364-7977
KS	Fort Riley, KS	Tree Trimming, Removal, Stump Grinding		\$ 362,700.00	7/24/2008	John Barber (785) 239-6537
KS	City of Horton, KS	Hazardous Limb Removal Debris Hauling & Removals		\$ 99,949.28	5/12/2008	Levi Henry (785) 486-2681
KS	City of Holton, KS	Hazardous Limb Removal		\$ 57,238.00	4/11/2008	Rex Cameron (785) 364-3379
KS	City of Junction City, KS	Tree Trimming, Removal, & Debris Hauling		\$ 15,441.59	3/1/2008	Steve Hoambrecker (785) 238-7142
KS	City of Topeka, KS	Debris Hauling		\$ 57,790.00	1/15/2008	Adam Moser (785) 368-3758
MO	City of Springfield, MO	027-2008 Tree Removal		\$ 24,160.00	11/1/2007	Joe Payne (417) 864-1135
KS	Dept. of Veterans Affairs	Tree Services VA-786-07-RP-0282		\$ 58,695.00	9/27/2007	Jayme Quinley (913) 683-1179
IA	Iowa City, IA	08-28 Tree Removal		\$ 8,950.00	9/24/2007	Rea Lyn Schepers (319) 356-5106
CO	Larimer County, CO	07-29 Tree Removal		\$ 12,950.00	9/19/2007	Lonnie Berett (970) 498-5671
KS	Saline County, KS	06-0768 Tree Trimming		\$ 31,730.00	10/31/2006	Neil Cable (785) 826-6525
KS	Saline County, KS	05-5114 Tree Trimming		\$ 4,200.00	10/31/2006	Neil Cable (785) 826-6525

<u>ST</u>	<u>CLIENT</u>	<u>CONTRACT #</u>	<u>TOTAL CY</u>	<u>TOTAL AMOUNT</u>	<u>DATE</u>	<u>CONTACT</u>
KS	City of Lawrence, KS	65349 Tree Trimming		\$ 4,400.00	9/16/2006	Jim Beebe (785) 423-0889
IA	Iowa City, IA	07-16 Tree Removal		\$ 11,600.00	8/4/2006	Rea Lyn Schepers (319) 356-5106
KS	City of Lawrence, KS	64907 Tree Removal		\$ 6,500.00	6/19/2006	Jim Beebe (785) 423-0889
KS	City of Lawrence, KS	64616 Tree Trimming		\$ 4,475.00	5/8/2006	Jim Beebe (785) 423-0889
MO	City of Jefferson City, MO	2262 Tree Trimming & Removal		\$ 18,800.00	4/26/2006	David Grellner (573) 634-6423
KS	Kansas Department of Wildlife Parks	09046 Tree Trimming & Removal		\$ 11,500.00	3/4/2006	Alan Stoops (620) 672-0715



## CITY OF THE VILLAGE

2304 MANCHESTER DR.  
THE VILLAGE, OK 73120-3729  
PHONE (405) 751-8861 V/TDD  
FAX 748-7352 - EMAIL [city\\_hall@thevillageok.org](mailto:city_hall@thevillageok.org)

OFFICE OF THE CITY MANAGER  
BRUCE K. STONE

March 18, 2021

Lisa Johnson  
Custom Tree Care, Inc.  
6021 SW 29th Street, PMB 130  
Topeka, KS 66614

Re: Letter of Recommendation

Dear Ms. Johnson:

It is my pleasure to offer this letter of recommendation for your company. Custom Tree Care performed storm debris removal services for the City of The Village after a devastating ice storm in October 2020. Your crews were extremely knowledgeable of FEMA requirements, had excellent equipment and did a professional job. Although we certainly would not be excited about cleaning up after another disaster, we would not hesitate to hire your company to get the job done.

Sincerely,



Bruce K. Stone,  
City Manager

# ***TOWN OF CEDAR POINT***

***Mayor***  
*Scott Hatsell*

***Mayor Pro-Tem***  
*Pam Castellano*

***Board of Commissioners***  
*John M. Nash*  
*Pam Castellano*  
*David Winberry*  
*Frankie Winberry*



***Town Administrator***

*Christopher D. Seaberg*

***Mailing Address***

*PO Box 1687*  
*427 Sherwood Avenue*  
*Swansboro, NC 28584*  
*Phone: 252-393-7898*

***[www.cedarpointnc.org](http://www.cedarpointnc.org)***

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December 3, 2018

Mr. Greg Gathers  
Custom Tree Care, Inc.  
3722 SW Spring Creek Lane  
Topeka, KS 66610

Dear Mr. Gathers

Hurricane Florence left the Town of Cedar Point considerably damaged, with significant amounts of debris, both vegetative and construction. Custom Tree Care, Inc. did a great job not only getting the debris cleaned up and hauled off, but in an orderly fashion.

We appreciate the dedication and professional service that the staff of Custom Tree Care provided to the Town of Cedar Point.

Sincerely,

A handwritten signature in black ink that reads "Jayne Calhoun". The signature is fluid and cursive.

Jayne Calhoun  
Town Clerk

Mayor David Fowler  
Commissioner Steve Martin  
Commissioner Mike King  
Commissioner Charlie Evans



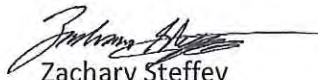
Mayor Pro Tem Minnie Truax  
Commissioner Don Miller  
Town Manager Zachary Steffey  
Attorney Brett DeSelms

102 Dolphin Street  
Cape Carteret, NC 28584

February 18, 2019

To Whom It May Concern:

Custom Tree Care was mobilized to the Town of Cape Carteret following Hurricane Florence to provide vegetative and C&D debris removal. We were pleased with the speed at which Custom Tree Care mobilized and their willingness to work with the Town to get the debris removed in an expeditious manner. Custom Tree Care demonstrated a commitment to making sure that the Town and our citizens were pleased with the debris removal process and they addressed all issues in a timely manner. We would recommend Custom Tree Care to any client looking for prompt and professional debris removal services.

  
Zachary Steffey  
Town Manager



William Blair, III  
Mayor

Elizabeth King  
Alderman

Ken Dull  
Alderman



Darryl Mills  
Mayor Pro Tem

Hank Miller  
Alderman

Tim Owens  
Town Manager

## TOWN OF WRIGHTSVILLE BEACH

Post Office Box 626  
321 Causeway Drive  
Wrightsville Beach, North Carolina 28480  
(910)239-1700  
FAX (910)256-7910

January 30, 2019

Greg Gathers  
Custom Tree Care  
6021 SW 29<sup>th</sup> Street, PMB 130  
Topeka, Kansas PMB 130

Dear Mr. Gathers,

Custom Tree Care, Inc. did an outstanding job of clearing the Town of debris associated with Hurricane Florence. The response time was extremely fast and the work was completed quickly. Custom Tree Care Staff were accessible and easy to work with even during the busiest of times. All of the sub-contractors that worked on the job did a remarkable job given the limited space allowed to get the work done.

In addition, the Town originally thought that the services of Custom Tree Care, Inc. would be needed for assistance with the initial clearing of debris from roads. When called, Custom Tree Care, Inc. was prepared to respond quickly. I appreciate all of the hard work by Custom Tree Care, Inc. that allowed us to begin the recovery process. If needed, I would recommend Custom Tree Care, Inc. to other governmental entities for disaster recovery work.

Sincerely,

Timothy W. Owens  
Town Manager



## TOWN of BELVILLE

*Incorporated 1977*

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63 River Road  
Belville, NC 28451

Telephone (910) 371-2456  
Fax (910) 371-2474

FEBRUARY 20, 2019

TO WHOM IT MAY CONCERN:

THE TOWN OF BELVILLE RECOMMENDS CUSTOM TREE CARE AS A REPUTABLE COMPANY THAT PERFORMS WITH EXCELLENCE. CUSTOM TREE CARE HAS CONDUCTED DEBRIS REMOVAL OPERATIONS FOR THE TOWN AFTER STORM EVENTS AND THEIR CREWS CONTINUE TO IMPRESS OUR STAFF WITH THEIR HIGH REGARD FOR SAFETY AND ACCOUNTABILITY WHILE COMPLETING THE TASKS THAT ARE ASSIGNED.

WE LOOK FORWARD TO A CONTINUED PARTNERSHIP WITH THEIR COMPANY TO ASSIST THE TOWN WITH THE RESPONSE AND RECOVERY PHASE OF NATURAL DISASTERS.

SINCERELY,

ATHINA WILLIAMS, TOWN ADMINISTRATOR

AW





**WAYNECOUNTY**  
NORTH CAROLINA

Phone: (919) 731-1417  
Fax (919) 731-1388

March 14, 2019

To Whom It May Concern:

It is my privilege to write this letter of reference for Custom Tree Care. We starting doing business with Custom Tree Care in 2016 and have been working with them ever since. I learned very quickly that the employees with Custom Tree Care are thoughtful, highly regarded and very good at what they do. They have earned the admiration of people that were fortunate enough to work with them.

I would recommend them for any debris removal project.

Sincerely,

Noelle Woods  
Purchasing Manager  
County of Wayne

**THE GOOD LIFE. GROWN HERE.**

WAYNE COUNTY FINANCE OFFICE  
PO BOX 227  
GOLDSBORO, NC 27533

City of Goldsboro  
1601 Clingman Street  
Goldsboro, NC 27533  
919.734.8674  
www.goldsboronc.gov

*"Getting DIRTY so the City Can Shine!"*



## Letter of Reference

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Greg,

I just wanted to pass on our thanks and appreciation for working with us and the citizens of Goldsboro during our recovery efforts after hurricane Matthew. Your staff was extremely accommodating and willing to work with us at every level to ensure debris was collected and removed as expediently as possible from within our City.

Your flexibility and willingness to continue to haul vegetative debris, even weeks after being awarded a separate contract to haul C & D debris, allowed us time to ensure all vegetative debris was collected and hauled away.

It was a pleasure doing business with you I would definitely recommend Custom Tree Care for future services.

Respectfully,

A large, stylized handwritten signature in black ink, appearing to read "Richard E.A. Fletcher III".

Richard E.A. Fletcher III  
Interim Public Works Director  
City of Goldsboro, NC



November 28, 2017

**RE: Recommendation Letter for Custom Tree Care, Inc.**

**Town Council**

Jordan W. Leonard  
Mayor

Stephanie Bruder  
Vice Mayor

Joshua D. Fuller  
Council Member

Kelly Reid  
Council Member

Isaac Salver  
Council Member

Elizabeth Tricoche  
Council Member

Robert Yaffe  
Council Member

**Town Officials**

Ronald J. Wasson  
Town Manager

Marlene M. Siegel  
Town Clerk

Craig B. Sherman  
Town Attorney

To whom it may concern:

It is with great pleasure that I write this letter of recommendation for Custom Tree Care, Inc. (CTC).

The Town contracted with CTC for Disaster Debris Management Services in June of this year at the beginning of Hurricane Season. Three months later, Hurricane Irma came through South Florida and the Town quickly called upon CTC for help. CTC arrived on site prior to the hurricane and remained on site until the cleanup was complete. Their crews began cutting up and cleaning up debris immediately following the storm and did not stop until the cleanup efforts were completed in less than 3 weeks. The debris was then grinded down and hauled off to the landfill, with the final load being hauled on October 17, 2017. Needless to say, CTC was remarkably responsive and thorough in completing post hurricane cleanup operations.

In addition to their incredible cleanup efforts, CTC and their staff are extremely knowledgeable with the FEMA guidelines and required documentation. They provided the Town with all of the documents required for federal assistance in a neat and orderly manner. During their first field visit, the FEMA representative received all of the information required and our request for reimbursement is currently being processed.

Greg and his crew at CTC are extremely professional, competent, courteous and are truly a pleasure to work with. Hiring CTC is, without question, the best decision that I have ever made.

If you need any additional information, please do not hesitate to contact me at 305-866-6241 or at [jcjimenez@bayharborislands-fl.gov](mailto:jcjimenez@bayharborislands-fl.gov).

Sincerely,

J.C. Jimenez  
Assistant Town Manager

MAYOR JOSEPH J. GARDNER GOVERNMENT CENTER



## SOUTH BROWARD DRAINAGE DISTRICT

March 19, 2018

To Whom It May Concern

**RE: LETTER OF REFERENCE FOR CUSTOM TREE CARE, INC.**

To Whom It May Concern:

Please be advised that Custom Tree Care, Inc. provided contract services to South Broward Drainage District (SBDD) for Hurricane Irma debris removal and disposal.

Custom Tree Care, Inc. assisted SBDD in the removal of Hurricane Irma debris (trees and vegetation) from within water bodies at approximately 100 locations throughout SBDD's jurisdictional boundaries. In addition, Custom Tree Care, Inc. loaded and hauled 1,110 Cubic Yards (CY) of stockpiled debris from SBDD's Disaster Debris Management Site (DDMS) to the Broward County landfill approximately 30 miles away.

Custom Tree Care, Inc. performed all of its work in accordance with the terms and conditions of the contract with SBDD.

If you have any questions or require any additional information regarding this letter of reference, please call.

Sincerely,

SOUTH BROWARD DRAINAGE DISTRICT

Kevin M. Hart, P.E., CFM  
District Director





City of West Park  
1965 South State Road 7  
West Park, FL 33023  
Phone: 954-989-2688  
Fax: 954-989-2684

[www.cityofwestpark.org](http://www.cityofwestpark.org)

Eric H. Jones, Jr.  
Mayor

...

Brian C. Johnson  
Vice-Mayor

...

Felicia M. Brunson  
Commissioner

...

Thomas W. Dorsett  
Commissioner

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Kristine Judeikis  
Commissioner

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W. Ajibola Balogun  
Administrator

...

Alexandra Grant  
Clerk

March 27, 2018

Subject: Custom Tree Care, Letter of Reference

To whom it may concern:

The subject vendor is currently one (1) of our contracted emergency debris collectors/haulers and played an instrumental part with our recovery during the Hurricane Irma event, here in Broward County, during fall of 2017. Their staff is responsive to our needs and professional while performing contracted duties. We hold no reservation as to recommending C.T.C. to fellow colleagues and plan to utilize their expertise in the near future.

If you have any question and/or concerns please contact me at 954-964-0284.

Sincerely,

Daniel Millien  
Public Works Operations Manager

TO WHOM IT MAY CONCERN:

Please accept this letter of recommendation for Custom Tree Care, Inc.

Witt O'Briens had the pleasure of working alongside Custom Tree Care, Inc. during between (date) to (date). During that time, our prime responsibility was to monitor, document and validate all debris activities performed by the contractors.

We found Custom Tree Care, Inc to be the most professional, and safety- minded contractor we have ever worked with.

They performed all required duties in a timely manner, utilizing the best maintained equipment for the purpose.

The required documentation provided to us exceeded what we have experienced in the past. Thereby, allowing the contracting agency to receiving federal, state and other compensation in a most expedient manner.

We feel that, although Custom Tree Care, Inc. may not be the largest or the oldest in the emergency recovery business they are by far one of the best in the business.

Therefore, we are happy to give a full recommendation on their services.

Please contact Ryan Booth at 251-509-6923 or [rbooth@wittobriens.com](mailto:rbooth@wittobriens.com) for further information.

Sincerely,

Ryan Booth  
Debris Operations Specialist  
Witt O'Briens



## References

<b><u>CLIENT</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>CONTACT</u></b>
<b>City of The Village</b> 2304 Manchester Dr. The Village, OK 73120	Storm Debris Removal Ice Storm	Bruce Stone (405) 751-8861 <a href="mailto:bruce_stone@thevillageok.org">bruce_stone@thevillageok.org</a>
<b>Wilson County</b> 228 East Main St. Lebanon, TN 37088	Disaster Debris Clearance, Removal & Disposal Tennessee Tornado Debris Removal	Aaron Maynard (615) 443-2630 <a href="mailto:maynarda@wilsoncountyttn.gov">maynarda@wilsoncountyttn.gov</a>
<b>City of Waverly</b> 101 East Main St. Waverly, TN 37105	Hurricane Debris Clearing / Removal	Corey Burket (931) 296-2101 <a href="mailto:csburket@yahoo.com">csburket@yahoo.com</a>
<b>Lee County</b> 200 West Jefferson Street Tupelo, MS 38802	Debris Removal (OLGA)	Lee Bowdry (662) 432-2950 <a href="mailto:lbowdry@co.lee.ms.us">lbowdry@co.lee.ms.us</a>
<b>Putnam County</b> 300 E Spring St. Cookeville, TN 38501	Disaster Debris Clearance, Removal & Disposal Tennessee Tornado Debris Removal	Randy Porter (931) 526-2161 <a href="mailto:randy.porter@putnamcountyttn.gov">randy.porter@putnamcountyttn.gov</a>
<b>City of Cookeville</b> 1115 E Spring St. Cookeville, TN 38501	Disaster Debris Clearance, Removal & Disposal Tennessee Tornado Debris Removal	James Mills (931) 520-5241 <a href="mailto:jam@cookeville-tn.gov">jam@cookeville-tn.gov</a>
<b>City of Corinth</b> 300 Childs Street Corinth, MS 38834	Storm Debris Removal & Disposal	Clayton Mills (662) 415-0855 <a href="mailto:cm @bellsouth.net">cm @bellsouth.net</a>
<b>Douglas County Public Works</b> 3755 E 25th St. Lawrence, KS 66046	Disaster Debris Removal	Keith Browning (785) 832-5293 <a href="mailto:kbrowning@douglascountyks.org">kbrowning@douglascountyks.org</a>
<b>Town of Cape Carteret</b> 102 Dolphin St. Cape Carteret, NC 28584	Hurricane Debris Clearing / Removal	Zach Steffey (252) 393-8483 <a href="mailto:zsteffey@capecarteret.org">zsteffey@capecarteret.org</a>



<b><u>CLIENT</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>CONTACT</u></b>
<b>Town of Cedar Point</b> 427 Sherwood Avenue Cedar Point, NC 28584	Hurricane Debris Clearing / Removal	Jayne Calhoun (252) 393-7898 <a href="mailto:jcalhoun@cedarpointnc.org">jcalhoun@cedarpointnc.org</a>
<b>Carteret County</b> 302 Courthouse Square Beaufort, NC 28516	Hurricane Debris Clearing / Removal	Randy Cantor (252) 728-8545 <a href="mailto:randy.cantor@carteretcountync.gov">randy.cantor@carteretcountync.gov</a>
<b>Pamlico County</b> 302 Main St. Bayboro, NC 28515	Hurricane Debris Clearing / Removal	Tim Buck (252) 745-3133 <a href="mailto:tim.buck@pamlicocounty.org">tim.buck@pamlicocounty.org</a>
<b>South Broward Drainage District</b> 6591 SW 160th Avenue Southwest Ranches, FL 33331	Hurricane Debris Clearing / Removal	Kevin Hart (954) 680-3337 x206 <a href="mailto:kevin@sbdd.org">kevin@sbdd.org</a>
<b>City of West Park</b> 1965 S. State Rd 7 West Park, FL 33023	Hurricane Debris Clearing / Removal	Dan Millien (954) 889-4162 <a href="mailto:dmillien@cityofwestpark.org">dmillien@cityofwestpark.org</a>
<b>Town of Bay Harbor Islands</b> 9665 Bay Harbor Terrace Bay Harbor Islands, FL 33154	Hurricane Debris Clearing / Removal	Jordan Leonard (305) 206-8497 <a href="mailto:jleonard@bayharborislands-fl.gov">jleonard@bayharborislands-fl.gov</a>
<b>School Board of Broward County</b> 7720 West Oakland Park Blvd Sunrise, FL 33351	Hurricane Debris Clearing / Removal	Roy Norton (754) 321-4316 <a href="mailto:roy.norton@browardschools.com">roy.norton@browardschools.com</a>
<b>City of Lawrence, KS</b> 6 East 6th Street Lawrence, KS 66044	Tree Trimming, Tree Removal & Debris Removal	Crystal Miles (785) 832-7970 <a href="mailto:cmiles@lawrenceks.org">cmiles@lawrenceks.org</a>
<b>City of Shawnee, KS</b> 1110 Johnson Drive Shawnee, KS 66203	Debris Removal, Tree Trimming & Tree Removal	Kevin Taylor (913) 631-2500 <a href="mailto:ktaylor@cityofshawnee.org">ktaylor@cityofshawnee.org</a>
<b>City of North Kansas City, MO</b> 2010 Howell St. North Kansas City, MO 64116	Tree Trimming, Tree Removal & Debris Removal	Chris Cooper (816) 274-6004 <a href="mailto:ccooper@nkc.org">ccooper@nkc.org</a>





#### Current Industry Association Memberships

- Arkansas Emergency Management Association  
<http://www.arkansas-ema.org>
- Better Business Bureau  
<http://www.bbb.org>
- Emergency Management Association of Texas  
<http://www.emat-tx.org>
- Florida Emergency Preparedness Association  
<http://www.fepabeta.org>
- International Association of Emergency Managers  
<http://iaem.com>
- International Society of Arboriculture  
<http://www.isa-arbor.com>
- Iowa Emergency Management Association  
<http://iowaema.com>
- Kansas Emergency Management Association  
<http://www.kema.org>
- Louisiana Emergency Preparedness Association  
<http://lepa.org>

- Missouri Emergency Management Association  
<http://www.mo-ema.org>
- National Emergency Management Association  
<http://www.nemaweb.org>
- North Carolina Emergency Management Association  
<http://www.ncema.net>
- Oklahoma Emergency Management Association  
<http://www.oema.us>
- South Carolina Emergency Management Association  
<http://www.scemaonline.org>
- Tree Care Industry Association  
<http://tcia.org>



## **Pre-Event / Event Response Time**

Due to our experience with rapid mobilization and the need for communication with our contracting partners, Custom Tree Care, Inc. has developed procedures to minimize the time necessary to respond to a disaster. We can mobilize the required number of crews and personnel within 24 hours of a Notice to Proceed. In the instance of hurricanes, especially for predisposition contracts, response time is even faster.

### **Pre-Positioning**

During hurricane season, CTC, Inc. closely watches the buildup of potential tropical storms or hurricanes. As a storm approaches a location for which we have a predisposition contract, we will begin placing staff on alert and pre-positioning both staff and equipment. The Regional Manager nearest that location will be responsible for coordinating those efforts.

The pre-positioned resources will:

1. Be located as close to the potential impact area as possible without putting them in harm's way.
2. Have recovery equipment immediately accessible to our contracting partners. We take into consideration that damaged or destroyed by the storm obviously affects the timely response capability, therefore;
3. Provide local experienced subcontractors who are on standby and alert and will provide details on their resources that can be deployed immediately upon request.

As the storm nears landfall, and the potential impact on the area becomes more refined, Our Management Team and specialists will:

1. Make an initial assessment of size of the potential debris problem.
2. Make a determination of what additional resources may be needed, based on that previous assessment.

3. Determine how those resources will be deployed.
4. Transmit information to potential subcontractors. In most catastrophic events, our prime subcontractors are familiar with the procedure and headed to the affected areas.
5. Provide a buildup of resources over a short period of time as needed. Until the immediate response agencies (law enforcement, fire departments, etc.) provide approval, there will be a limitation on the amount of debris removal equipment that can be moved into an area and what operations can be initiated.

That means that we can have the equipment and personnel available within a short period of time but remains committed to close coordination with the immediate responders' needs. Resources will be deployed to provide the best response commensurate with limitations established by the immediate responders.

### **Immediate Debris Operations**

We have in-house resources to begin debris operations almost immediately, especially debris clearance (moving debris to the sides of the roads and streets to allow access for emergency vehicles). As the information regarding the extent of the debris impact areas becomes more exact, the amount and type(s) of equipment required to conduct an efficient operation will become more refined.

This general procedure ensures that, in the event of a hurricane (or other disaster that provides some warning), we can have trained, experienced personnel with appropriate equipment on site and working in a minimum amount of time – regardless of the location of that disaster.

In the immediate aftermath of a disaster for which there was no warning (tornado, earthquake, bombing), the deployment procedures developed and used by us still minimize the time required to adequately respond. All equipment is maintained in a ready-to-deploy condition. Personnel are accustomed to short notice, and the internal communications system used by us ensures that key personnel are readily available. In most instances, we can be operational on-site within 24 hours, often before access is permitted to portions of the damaged area. Frequently, that time is much less than 24 hours after receipt of a Notice to Proceed.

We understand the necessity to begin debris operations quickly and conduct them efficiently.

## Technical Approach

### Mobilization Plan

This Mobilization Plan outlines the approach strategy that CTC, Inc. uses after a state of disaster. We fully recognize and comprehend that it is our pre-emptive duty to ensure sure that this plan is carried out in a time of emergency when you may have no way to communicate with us. Therefore, we assume the responsibility of being able to move into the impacted area and carry out our assigned mission, with full capability, no matter how severe the damage may be.

Our years of experience tell us that when equipment is brought in from multiple different directions, including right here in your community, we are able to provide a more expedient mobilization. This is why, with a pre-event contract in place, we plan in advance to call resources in from numerous different locations, and via numerous different routes of entry.

Our subcontractors, who are local to your area, are experienced and aware of the needs of CTC, Inc. They become integral members of our advance planning team. Their input and area knowledge are called up during both advance planning, and post-event response operations.

For those events that impact is forecast (hurricanes, tropical storms, ice storms, and floods) there is advance warning and an ability to monitor and track the developing weather pattern. For these predictable events, sufficient time is allowed for confirmation of situation-specific pre-planning efforts and preparation which ultimately allows for a more rapid and coordinated mobilization. With these forecast events, CTC, Inc. will identify several staging areas within a 50 -100 mile radius of the forecast impact zone and mobilize the equipment and manpower needed for the immediate push. Through this advance planning, we are able to guarantee an immediate response to the emergency clearance of debris from the roadways phase of operations. CTC, Inc. will pre-position personnel and equipment in your community when directed. We will identify several points and paths of entry into your community/damage zone can be made. The number and use of these areas will depend largely on the size and destructive force of the event that is being responded to. In addition, multiple points-of-entry or paths into critical response zones will be identified.

The CTC, Inc. Project Manager will be in close contact with your Project Manager or designed POC, as the event impact draws closer. If required, we will arrive with our advance team and position ourselves in your Emergency Operations Center (EOC) or other suitable Debris Command Center prior to the landfall of a storm, regardless of anticipated storm category. Coordination can then be affected regarding the entry of response entry into the damage zone.

The Mobile Command Center will normally be in place within 24 hours, if required, after the Notice to Proceed and provide the communication link between all agencies and provide a field site for daily briefings and coordination. This Command Center enables CTC, Inc. to have unlimited access, via satellite, that will provide phone, fax and broadband internet connection regardless of damage to cable and local wireless infrastructure.

CTC, Inc. has established the following schedules of crew deployment for your community. The quantity and make-up of crews required will be made during the Initial Damage Assessment (IDA) stage, immediately following the event. Categories of hurricanes have been selected as representative indicators of the damage likely to occur. These only represent a baseline on which to illustrate our mobilization schedule for you.

*Category 1 & 2 Hurricanes / Tropical Storms/Ice/Snowstorms – Spot Jobs/Small Event (Vegetative Debris Only)*

- 80% of crews within 24 hours of NTP
- 100% of crews within 48 hours of NTP

*Category 3 Hurricanes /Tropical Storms/Ice/Snowstorms – Significant Event (Woody and C&D Debris)*

- 40% of crews within 24 hours of NTP
- 60% of crews within 48 hours of NTP
- 100% of crews within 72 hours of NTP

*Category 4 Hurricanes/ Tropical Storms/Ice/Snowstorms – Significant/Catastrophic Event (All Categories of Debris)*

- 25% of crews within 24 Hours of NTP
- 40% of crews within 48 hours of NTP
- 60% of crews within 72 hours of NTP
- 100% of crews with 96 Hours of NTP

*Category 5 Hurricanes Tropical Storms/Ice/Snowstorms / – Catastrophic Event/Total Devastation (All Categories of Debris)*

- 25% of crews within 24 hours of NTP
- 60% of crews within 72 hours of NTP
- 100% of crews with 96 hours of NTP

CTC, Inc. is familiar with catastrophic events of all scope and sizes. CTC also monitors its performance on a daily basis, and after consultation with you, will bring more resources as necessary to meet your developing schedule for work output.

## **Operations and Management Plan**

In general terms, following a written Notice to Proceed, CTC, Inc. debris management work will typically consist of the following, as listed in chronological (though often overlapping or concurrent) order. Each of these work tasks will be closely coordinated with and as directed by City or County staff.

1. Pushing and clearing debris from primary arterial highways that serve previously identified critical facilities. No attempt to remove debris is made at this time. The objective of this “cut



and push” effort is to open roadways to emergency response vehicular traffic. This work is conducted during the “emergency period” immediately following the event with FEMA guidelines limiting it to the first 70 work hours and may include working between sundown and sunup. A great emphasis is placed on safety during this time as downed power line present a true hazard to the health and safety of response crews. Close coordination with the local electrical company will be conducted throughout this period.

2. During this timeframe, debris removal equipment and personnel will begin to be “checked in” with all necessary documentation gathered, and trucks and trailers measured (CY) for maximum load carrying capacity and identification placards installed. Also, during this time, the Temporary Debris Staging and Reduction Sites (TDSRS) will be located, regulatory approval gained for, and construction for operations begun.
3. As soon as the TDSRS is ready to receive debris (interior haul roads established and traffic control patterns formulated; site does not need to be ready for reduction/recycling efforts at this time), debris removal crews will be dispatched to begin gathering, loading and hauling debris to its designated site (vegetative debris will be taken to the TDSRS and Construction and Demolition (C&D) debris will be taking to a local, lawfully permitted landfill or other site as may be specified.
4. As the number of crews and equipment increases (called the “ramp up” period), so does the need for qualified monitors to be assigned to each crew, or zone. These monitors will issue load tickets for each load of debris managed and certify to reimbursement agencies its “eligibility.” Our crews are generally kept in the same zone and sector throughout the clean-up. This helps to identify responsible parties when damage to private property is reported, investigated, and resolved.
5. Citizen drop-off points may be established in the community. This gives those citizens who wish to remove debris from their private property as place to bring it, and greatly reduces the number of illegal dumping complaints that will be received. CTC, Inc. will provide the necessary equipment and manpower to safely operate these sites and clean them of all debris at the end of each day.
6. As debris removal operations progress, and the TDSRS is made ready for reduction/recycling operations (including baseline environmental (soil and groundwater sampling when required), debris removal crews will continue on a daily, uninterrupted basis, to haul vegetative debris and recyclables to the TDSRS. C&D debris will continue to be hauled to a local, lawfully permitted landfill. Additional crews will be brought in to conduct all tree trimming and stump removal operations.
7. Debris removal crews will normally make three scheduled passes in each zone and sector. Approximately 60% of all debris managed is removed from the right-of-way during the first pass. Once the majority of vegetative and C&D debris have been removed, White Goods

(washers, dryers, refrigerators, freezers, air conditioning units, stoves, water heaters, and dishwashers) will be loaded and hauled to either the TDSRS for recycling, or to a local, lawfully permitted landfill as directed.

8. Multiple, scheduled passes will be made until debris removal operations are completed, as determined by the government contracting agency.
9. As debris operations begin to come to a close (the “ramp down” period), crews and equipment that are no longer required will be released from duty.
10. Once all activities are completed at the TDSRS, site closure will begin. This includes, but is not limited to the following:
  - Removal of all debris reduction by-products.
  - Removal of all equipment, office trailers, inspection towers, and portable toilets and wash stations.
  - Removal of all stone utilized to create points of ingress and egress, interior haul roads, and parking areas.
  - Removal of all site features (fencing and erosion control) that may have been constructed.
  - End-of-Job environmental samples are taken, tested, and compared to baseline samples.
  - CTC, Inc. will then request a final inspection from the appropriate government official. A “punch list” of items to be corrected is developed and final closure action taken. Only upon mutual, written agreement between the property owner, government official, and CTC, Inc. Project/Operations Manager is a site considered closed.

Debris removal, reduction and disposal work hours are generally defined as from sun-up to sundown, seven (7) days/week, including holidays. This schedule will be coordinated with, and approval gained from local officials.

This chronology of debris operations is defined in general terms only. Additional specific items of work may be directed by the local officials and work performed by CTC, Inc. All work will be performed so as to not interfere, to the greatest extent possible, with all other emergency response agencies, including but not limited to: utility companies, government agencies, volunteers and local government forces.

### **Debris Volume Estimation**

Estimating the volume of debris generated following an event is not an exact science. At CTC, Inc. we utilize several different methodologies to make “an educated estimation.” These include utilization of the US Army Corps of Engineers Hurricane Debris Volume Estimation Model; a per household times the total number of households method; a per mile of roadway times the total miles of roadway method; and other data as may be available. Each of these methodologies and estimates is lead by an experienced CTC, Inc. team member whom has significant history is making just these type estimates of material on the ground.



**Billing/Invoices**

At the conclusion of each day's work activities, daily reports and load tickets are collected from all CTC, Inc. supervisory personnel. Then are then reviewed for completeness and correctness and entered into our proprietary database. This data entry is normally accomplished at our headquarters office where will maintain workstations for this purpose. This data entry normally follows the work effort by just one day, meaning that the City will have nearly real-time data throughout the project. Invoices are normally generated on a bi-weekly or monthly basis, dependent upon the schedule mutually agreed upon. Our records are maintained for a minimum of ten (10) years to ensure that we can support whatever request the City may have, particularly during the audit that will be performed by DHS/FEMA.

**Authorized Persons**

Greg Gathers  
Jeremy Britton  
Sean Latzen  
Austin Harris  
Jack Cohagen  
Delbert Cohagen

With office locations in Kansas and Alabama, Custom Tree Care can strategically and immediately respond to any event in any location in the continental United States.

## **WORK PLAN**

Through our years of experience in responding to disaster debris-generating events across the nation, we at CTC have developed and refined a strategy to include both pre-event planning and post-event operations. This strategy is founded on the concept that we, both the agency's staff and the Custom Tree Care (CTC, Inc.) staff, can best do the majority of our critical thinking on the "blue sky day" when time is available to carefully and thoroughly research alternatives to various scenarios. In essence, we can develop a "Project Checklist" to guide us through those first days following the "black sky day."

At CTC our Standard Operating Procedure for Debris Mission Assignments includes the following elements:

### **Pre-Event Planning**

- Identify and introduce, in person, CTC Project Team to your staff so that when we are required to work together, we have already established our professional relationship and rapport;
- Review with your staff, in detail the most recent update of the Debris Management Plan to ensure that we understand completely your plan of attack and have those base maps first required in current order;
- Actually ride those roadways listed as having priority to conceptualize the volumes and types of debris that may be encountered during emergency clearance operations;
- Review with your staff the identified Temporary Debris Staging and Reduction Sites and the preliminary design established;
- Review both your and our Communications Plan to ensure they are compatible and afford interoperability;
- Conduct and/or participate in tabletop and functional exercises focused on managing the volumes of documentation required for reimbursement of eligible damage costs;
- Participate in any and all other training and exercises as you may direct;
- Conduct on-site classroom training utilizing the FEMA Emergency Management Institute Independent Study Programs for Debris Management, National Incident Management System/Incident Command System (NIMS/ICS), the Public Assistance Program and all updates/new policies and procedures.

### **Alert Stage**

- As a potential debris-generating weather event approaches, CTC will be in communication with your staff to ensure that our Communication Plans are in current order, and we will begin to alert our Project Team, local area

subcontractors, and out-of-area subcontractors that their services may be required in the near future.

- As the weather event track is established and the real potential for landfall in an area that may damage your area is established, and at your direction, CTC will mobilize our Project Manager and emergency road clearance crews and equipment to pre-stage at the Operations Base Camp. This will allow for and ensure an immediate damage assessment and mobilization of crews and equipment to those areas previously identified for emergency road clearance operations.

#### **Post-Event Operations:**

**The Preliminary Damage Assessment and Emergency Road Clearance** operations will begin as soon as wind speeds fall below gale force. Dependent upon the severity of damage, additional crews and equipment pre-stage just beyond the anticipated damage zone will be mobilized. It is expected that the majority of the emergency road clearance crews and equipment will be CTC's own and those available from local area subcontractors.

- **Temporary Debris Staging and Reduction Sites**, crew and equipment check-in locations, and the availability of housing and camping areas will be inspected to ascertain their availability for immediate/near future use. This information will then be relayed to our Logistics Manager.
- During this phase, our crews will be available, at a minimum from sun-up to sun-down. If required, work will continue after dark if it can be performed safely.
- Documentation for work performed will be kept on a time and materials basis, utilizing the hourly rates schedules included in the contract. Each morning, a report of the previous days' work will be made to Your Project Manager and include: all labor hours broken down by category; all equipment hours broken down by type and category; and the road segments that have been opened to a minimum of one lane of traffic in each direction. Cumulative summary reports will be made as requested.
- As the volume of debris to be managed is estimated, mobilization will begin of additional crews and equipment required during the initial stages of removal. These crews and equipment will stage in close proximity to the Your to be ready for immediate deployment upon completion of the road clearance, and as directed by your POC.

Estimated Time Frame: 70 Hours (maximum)

#### **Post-Event Operations: Debris Removal, Reduction and Disposal**

- During the initial stages of debris removal operations, your staff and CTC will determine what zones and sectors are to be cleared in a prioritized order. This establishment of priorities is important in that it allows for you, the Monitors,

and our crews and equipment to arrive on-scene in a scheduled manner. This is the “ramp up” stage of operations.

- While crews, equipment and Monitors are being assigned to debris removal work areas, the CTC Project Team members will continue to work with Your staff to inspect the damages areas for hazardous waste materials; critical drainage ways and navigable waterways that require immediate attention to mitigate further damages; the presence of abandoned automobiles and watercraft that may impede debris operations; In some instances, the presence of beach sand that has been washed onto private property and roads; and any other elements of destruction that will/may impact or disrupt debris removal operations.
- The CTC Project Team and your staff will also be reviewing the need for identification card badges for each crew member that will be working.
- The CTC Project Team will also be working closely with the local area landfills to construct additional entrances at the landfills to support the extremely high volume of traffic above that normally experienced. Without these additional infrastructure elements, long wait times will be encountered and severely disrupt the timeliness of debris removal operations.
- If a part of the contract language, automobiles and vessels that are abandoned or displaced will each be recovered, moved to a staging/salvage yard, the owner identified and notification made, inspected by their respective owners’ insurance agent prior to final disposal methods being determined.
- White goods will be segregated from other debris and taken to a staging area at the TDSRS, where they will be first inspected for the presence of Freon or other coolants, gases, and oils and putrefied foods. These potentially hazardous materials will be recovered by an appropriately licensed subcontractor prior to disposal at a recycling facility.
- **Household hazardous wastes (HHW)** will be segregated at the pick-up point prior to removal by a separate crew. These wastes will then be disposed of at an appropriately licensed landfill. A separate, bermed, lined and covered temporary staging area will be constructed at each TDSRS for segregation of HHW that is inadvertently delivered. Removal and disposal will be on an as-needed basis.
- **Construction and Demolition (C&D) debris** will be segregated as much as practicable at the pick-up point, prior to loading for hauling to the appropriately licensed landfill for final disposal.
- **Hazardous limbs, hazardous trees and hazardous stumps** require proper identification and documentation. This information and documentation is required by FEMA for maximum reimbursement of eligible costs and will be accomplished by the Monitor. Once this data is gathered, and hazardous limbs, trees and stumps are authorized for removal, CTC crews will cut, remove, and load for hauling to the TDSRS for volume reduction.
- **Vegetative debris** will be loaded from the public rights-of-way, hauled to the TDSRS where volume reduction will be accomplished by mulching/grinding

and/or burning/incineration. By-products from the reduction process may be used by the Your, gated communities, golf courses, or general recreation areas for landscape purposes, sold to an area paper products company or general manufacturing plant for use as boiler or "hog" fuel, or as the last resort sent to a lawfully permitted local landfill for use as daily cover.

- **Documentation** of debris removal, reduction, recycling and disposal operations will be primarily by load tickets and based on the cubic yard method of measurement. Daily, cumulative, and summary reports will be made to the Yours' Project Manager. Additional reports detailing completion of passes; numbers of vehicles and/or vessels removed; numbers of white goods managed; and numbers of leaning trees removed, hanging hazardous limbs cut, hazardous stumps removed; and volume of household hazardous waste removed will be generated and provided as you request.

## **Resources**

In the case of a major catastrophic event, CTC is on ready and standby for immediate call and can be mobilized within 12 hours following a Notice to Proceed. In addition, CTC maintains an active database of subcontractors from across the nation, the majority of whom have worked with our Project Teams on past debris removal operations. This database contains subcontractors who assist us with trucks and trailers of varying sizes, heavy equipment, CDL drivers, heavy equipment operators, mechanics, skilled and unskilled labor, administrative assistants, clerical staff, contract specialists, on-site fuel delivery, generators, temporary housing, laundry and catering services, hazardous waste specialists, water-borne debris removal specialists, and arborist services.

# Temporary Debris Staging and Reduction Site Management Plan

In conjunction with your local government representative, CTC, INC, Inc. will develop a site-specific plan for each Temporary Debris Staging and Reduction Site (TDS) we are tasked with operating. The Plan will address the following items, as appropriate, with additional subjects as may be required:

## **1. Site Management Organization and Responsibilities**

This will provide to all involved parties a clear delineation of the organization at the site, and the responsibilities assigned to each. It also facilitates quality control at the site.

## **2. Startup Check List**

This list is developed to ensure that all of the work tasks involved in the clearing and preparation of a site are addressed and can be “checked off” the list as they are completed.

## **3. Ingress/Egress**

Initially, these stabilized roads will be constructed to bring in the equipment necessary to prepare the site for operations. They will then be used by haul trucks to bring debris into the site for proper handling. The roads will be maintained throughout the entire operation.

## **4. Site Preparation**

This includes clearing, grading, establishment of erosion control and baseline testing for soil and groundwater. The site must be carefully cleared and graded to ensure proper drainage, while minimizing erosion. All environmental concerns related to buffer zones, runoff, and potential impacts to nearby streams, air, and groundwater will be addressed.

## **5. Traffic Control Procedures**

Depending upon the extent of traffic control required this may require an appendix entitled “Maintenance of Traffic”. It will address the movement of vehicles into and out of the site and include provisions for keeping the streets or roads free of debris.

## **6. Safety**

There are a many activities that occur within TDS, including the diverse array of heavy equipment operating; large volumes of debris hauling trucks dumping their loads; potentially hazardous debris; maintenance activities; tub grinders and air curtain incinerators being operated; and large numbers of personnel. A diligent and concentrated focus on safety must be of paramount importance to each individual at the site. CTC, INC. It is a part of every plan written by CTC, INC, Inc. personnel, and is continually emphasized.

## **7. Segregation of Debris**

In order to be properly managed throughout the reduction/recycling and disposal processes, all incoming debris must be segregated into various categories; including Household Hazardous

Waste (HHW), Vegetative debris, Construction and Demolition (C&D) debris, and White Goods, Small Engine Equipment and Electronic Waste.

**8. Site Plan**

A Site Plan will be drawn to identify the location of all activities, and include traffic control, Inspection Tower location, and dumping, grinding, burning, ash storage, HHW storage, temporary office, "Clear Zones" and portable toilet and hand wash station locations.

**9. Reporting Requirements**

CTC, INC. maintains an extensive record of the activities that occur at a Debris Reduction Site, including the number and identification of trucks, volume of debris entering the site, types of debris, etc. CTC, INC. can provide a wide range of reports. The types and schedules for preparing and submitting reports required by the COR will be contained in the plan.

**10. Site Closure**

A site closure plan will be developed and address the removal of all debris and debris reduction by-products, haul roads and dump pads, security fencing, office trailers, portable toilets and hand wash stations, Inspection Towers. Sampling of soil and groundwater will be taken as required and compared to the baseline data gathered. Each site will be returned to its original condition, or as may be desired, and approved by, the property owner and your local government representative.

## **VEHICLE INSPECTION TOWER**

Inspection towers are provided as per contract guidelines. The cost of these towers is a part of our proposal and costs to be absorbed by the company. All towers meet FEMA guidelines as dictated in FEMA Publication 325.

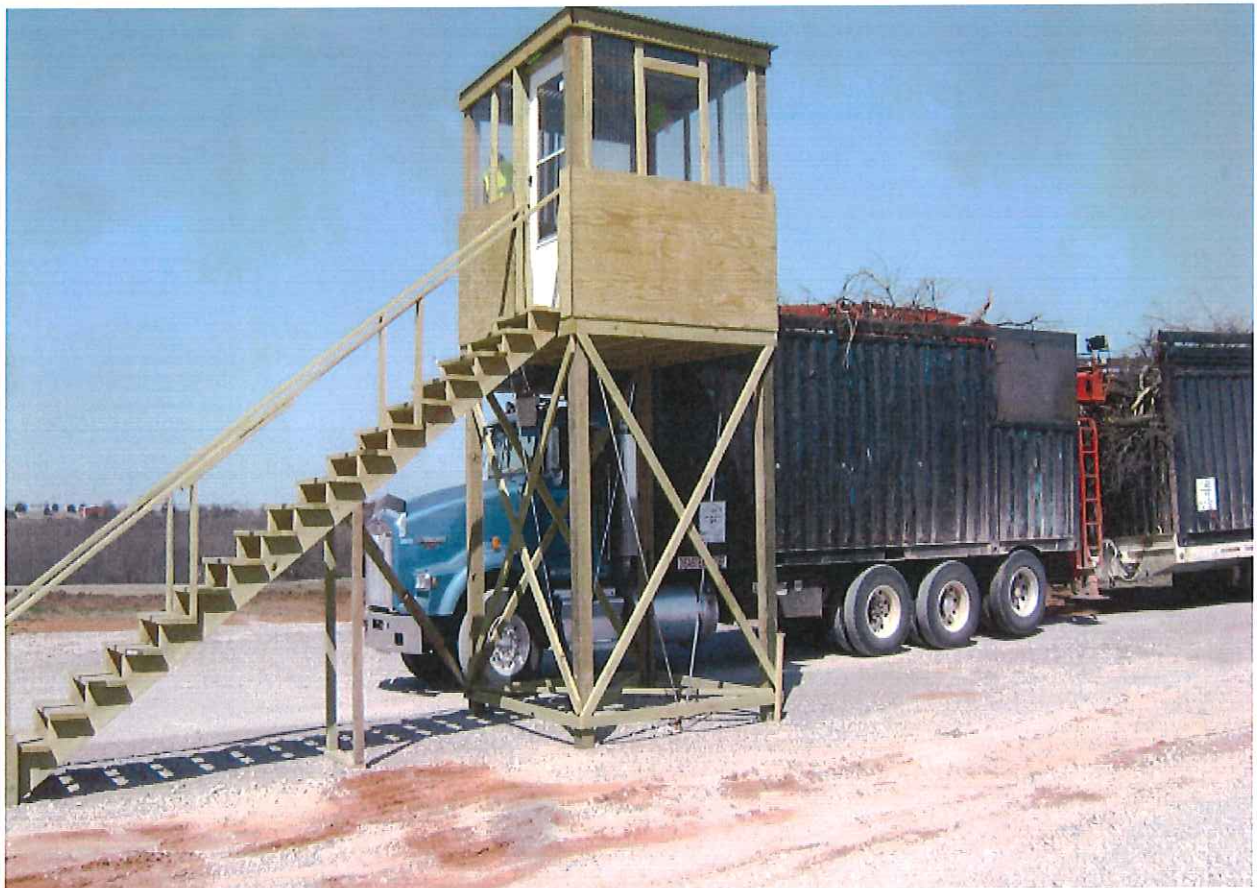
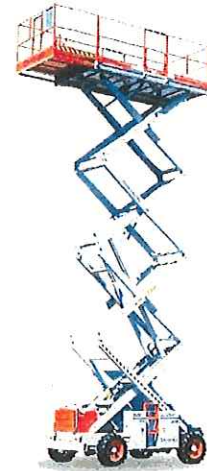
Towers are built and provided at the various selected temporary vegetative debris reduction sites/locations designated by the Site-Specific Management Plan (SSSP).

Tower construction is as follows:

- The frame and body of the inspection tower is constructed with pressure treated wood.
- The floor is an 8" x 8" area, elevated 10 feet above a leveled ground area.
- All towers are constructed of 2" x 8" joists, 16" O.C. with ¾ inch plywood supported by 6" x 6" posts. A 4-foot-high wall constructed of 2" x 4" studs, and ½ inch plywood protects the perimeter of the floor area.
- The floor shall be covered with a corrugated roof. The roof will provide 7 feet of headroom below the support beams. The tower will be adequately anchored and wooden steps with handrail will be constructed to provide access.
- A worktable, 4' x 2 ½ x ¾ inch plywood supported at all four corners will also be built.
- A temporary mechanical lift may be used until a fixed inspection tower is constructed.

A PICTURE OF A TYPICAL CONSTRUCTED TOWER IS SHOWN BELOW

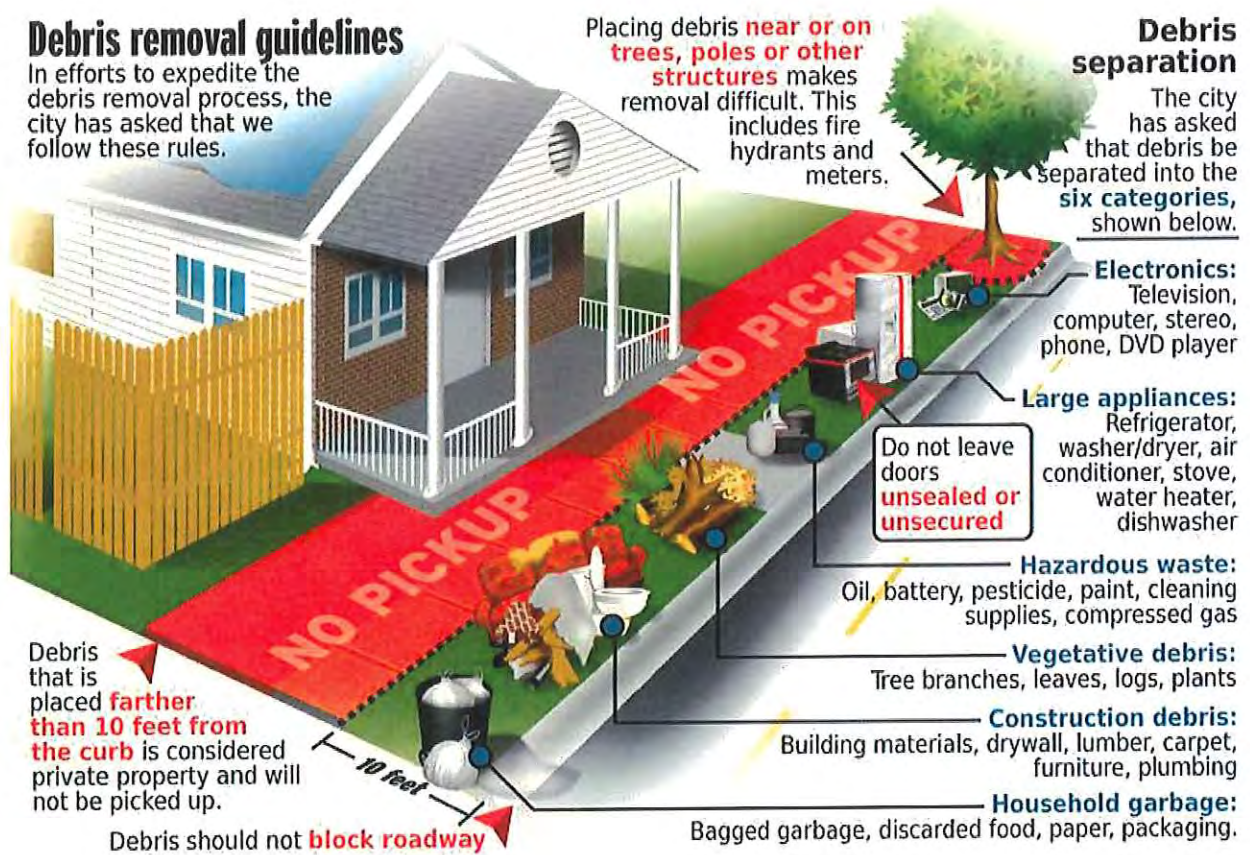




Vehicle Inspection Tower | B15

## Debris removal guidelines

In efforts to expedite the debris removal process, the city has asked that we follow these rules.



# **SUBCONTRACTING PLAN**

## **INTRODUCTION:**

CTC, Inc. maintains an extensive database of subcontractors with specialty equipment and varied resources which are fully committed to CTC. Many of these subcontractors have partnered with CTC in a variety of different projects over the past 17 years. CTC prides itself on its relationship with these hardworking companies, and a mutual trust exists between us.

CTC, Inc. is an Equal Opportunity Employer. We strive to meet or exceed all subcontracting goals identified in your Request for Proposal. We identify all subcontractors regarding certifications as MWBE, SBE, 8A, or Hub zone. We have extensive databases for all areas throughout the U.S., so that we can actively identify the qualified ones for your proposal.

Additionally, CTC appreciates the input from our contracting partners on recommendations and referrals of qualified, licensed, insured contractors with the required experience for your event. The knowledge of the area, their relationship with your citizens is a plus to CTC and its mission.

## **SUBCONTRACTING PLAN AND UTILIZATION:**

CTC, Inc. will utilize a workforce comprised of in-house personnel and subcontractors specializing in various phases of debris management, disposal and recycling. As stated previously, we will identify local subcontractors already in our network as well as hire as many contractors and laborers as available in an effort to allow members of disaster struck communities to take part in the reconstruction process, and to assist the community financially and economically. The majority of these subcontracts will fill positions for hauling of debris to TDSRS, hauling of debris to disposal sites, hauling debris for recycling purposes.

Subcontractors will provide trucks and trailers that meet all USACE requirements for safety, licensing, permitting and registrations. Subcontractors will provide copies of all licenses upon request, and will stay with their assigned areas, completing the assigned task. These crews will work in a methodical manner until they have fulfilled their areas cleanup requirements.

CTC, Inc. will seek local, qualified individuals for employment during the disaster cleanup and reconstruction phase, including placing advertisements in the local newspapers and visiting the local employment office. Positions for laborers, data entry, flaggers, monitors, and other personnel will assist CTC in our task. Temporary employment agencies may be used to provide manpower to complete the task, but only after the proper screening and submission of drug tests.

Unless otherwise stipulated in your contract, twenty five percent (25%) of the total amount of work to be performed will be by CTC personnel and equipment. CTC, Inc. will operate with our

specialized and trained reduction personnel. CTC, Inc. has commitment letters from contractors across all the continental United States.

#### **SUBCONTRACTORS AGREEMENTS AND RESPONSIBILITY:**

Subcontractors for CTC are committed contractually to complete their assignments as instructed, and must attend all safety meetings, follow the chain of command, and report to the CTC COR daily to keep projects moving forward. CTC is known for its open line of communications, and for the respect we have for our subcontractors.

All subcontractors are required to attend weekly tailgate meetings, sign CTC' drug-free workplace statement and to conform to all operating policies as set forth our project management team.

All CTC subcontractors are familiar with the proper use of ADMS electronic reporting procedures, the latest technologies in recording and monitoring procedures, and are trained in the proper documentation for the benefit of all concerned.

CTC subcontractors are aware of all charge back procedures for damages, provide daily reports to CTC site supervisors, and also act as good-will diplomats to citizens, making the cleanup efforts as stress free as possible in an emergency situation.

A copy of our Subcontractor's agreement is either included in this proposal or may be accessed by contacting the corporate office. These agreements have been reviewed by attorneys for various states so that they meet the contracting laws of the particular state in which we are working.

#### **PROPRIETARY INFORMATION:**

A list of qualified, experienced, insured, prequalified subcontractors for your particular area is included in this proposal (If required in the proposal), or may be accessed at our corporate office upon request. This list is proprietary information and not to be shared with other contractors who are bidding on this project.





6021 SW 29<sup>th</sup> St. PMB #130

Topeka, KS 66614

(785) 478-9805 – Office

(785) 478-4195 – Fax

[ggathers@customtreecare.com](mailto:ggathers@customtreecare.com)

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

## KEY PERSONNEL

### Greg Gathers

- President/Chief Executive Officer since 1999
- BS in Agriculture Technology Management, Kansas State University
- Certified Arborist by International Society of Arboriculture (MW4172A)
- Certified Arborist by Kansas Arborists Association
- Line-clearance certified tree trimmer
- Kansas CDL
- CPR and First Aid Certified
- 21 years' experience as an arborist
- OSHA 30 General Industry Certification
- Completed EMI Debris Management Course at NHC 2008
- NIMS certification for IS-100, IS-253, IS-630, IS-631, IS-632, IS-634, IS-700, & IS-800
- Attended Debris Management training at NHC.
- Supervised crews on over 125 government contracts

### Jeremy Britton

- Vice President of Operations
- 16 years' experience in the debris management industry
- Supervised Crews on Over 100 Government Contracts
- CPR and First Aid Certified
- NIMS certification for IS-100, IS-125, IS-200, IS-253, IS-632, IS-634, IS-700, & IS-800
- Attended Debris Management training at NHC
- Research and development of RFP's and contracts
- Pre-Event trainer for Pre-Standing Contracts

Sean Latzen

- Senior Project Manager
- OSHA 30 Hour General Industry Certification
- Supervised Crews on Over 100 Government Contracts
- CPR and First Aid Certified
- NIMS certification for IS-100, IS-125, IS-200, IS-253, IS-632, IS-634, IS-700, & IS-800
- Attended Debris Management training at NHC
- Completed EMI Debris Management Course

Austin Harris

- Project Manager
- California CDL
- Certified Tree Care Safety Professional
- Manages, maintains, and coordinates crews & equipment
- OSHA 10 & 30 Hour Certification & Effective Accident Investigation
- NIMS certification for IS-100, IS-200, IS-235, IS-632, IS-633, IS-700 & IS-800

Jack Cohagen

- Project Manager
- Certified Arborist by Kansas Arborists Association
- Kansas CDL
- CPR & First Aid Certified
- Manages, maintains, and coordinates crews & equipment
- OSHA 10 Hour Certification
- NIMS certification for IS-100, IS-253, IS-630, IS-631, IS-632, IS-634, IS-700, & IS-800

Carol Patton

- Contract Specialist
- 20 years' experience in the debris management industry
- Accounting/ Business Administration, University of Alabama and University of South Florida
- NIMS certification for IS-100, IS-200, IS-400, IS-700, & IS-800
- Attended Debris Management training at NHC
- Research and development of RFP's and contracts
- Pre-Event trainer for Pre-Standing Contracts

Maura Gathers

- Vice President of Business Development
- Public Relations
- Marketing & Branding
- Community Outreach and Volunteer Coordinator
- 10+ Years' Managerial Experience
- 13+ Years' Experience in Sales and Client Relations
- NIMS certification for IS-100, IS-200, IS-253, IS-632, IS-634, IS-700, & IS-800
- Directions in Organizational Leadership Certification (Washburn University School of Business)

David M. Bean, CPA

- Chief Financial Officer
- Certified Public Accountant
- Financial Statement Preparation, Compilation & Review
- Payroll Processing & Payroll Tax Return
- Tax Return Preparation
- Internal Controls

David Sterbenz

- Emergency Management Coordinator
- Logistics before, during, and after disaster events
- Incident Commander
- Client Liaison

Garrett E. Miller

- Legal Counsel
- Construction Law
- Government Contracts
- Commercial Litigation

All employees have undergone a training program which incorporates ANSI A300 and ANSI Z133.1 standard. Employees are also required to attend weekly safety meetings.

## EQUIPMENT LIST- CUSTOM TREE CARE INC. 1/20/21

YEAR	MAKE	MODEL	VIN #	DESCRIPTION	UNIT #
2007	International	5600I	1HTXHAPT97J412308	Grapple Truck	308
2009	Western Star	4900SA	5KKMALCK69PAG3134	Grapple Truck	134
1999	Sterling	LT9513	2FZXKMCB6XAA85573	Grapple Truck	573
2004	Sterling	LT9500	2FZMAZCV34AM47624	Grapple Truck	624
2005	Sterling	AT9500	2FWJA3DEX5AU95103	Semi-Truck	103
2002	Sterling	AT9500	2FWJA3AS22AJ83220	Semi-Truck	220
2007	Kenworth	W900	1XKWD40X47J157641	Semi-Truck	641
2002	Sterling	LT9513	2FZHAZAS92AJ69397	Grapple Truck	397
2005	Towmaster		4KNFT232X5L163150	Debris Trailer	
2017	Homemade	ST	MOHMTTRAILER24149	Debris Trailer	
1999	Wilkens		1W92M4522XS077243	Walking Floor	
2007	Titan		4TGF2520371046894	GN Trailer	
2001	Eager Beaver	50GSL	1125D24811L056945	Lowboy Trailer	
2003	Nuttall	350L	1N9LB44363A128020	Lowboy Trailer	
1995	Belshe		16JF01820S1026770	Debris Trailer	
2007	International	4300	1HTMMAAN47H392582	Bucket Truck	582
2007	International	4300	1HTMMAAM27H469084	Bucket Truck	84
2004	International	4200	1HTMPAFM26H306420	Bucket Truck	420
2006	International	4300	1HTMMAAM16H287326	Bucket Truck	326
2005	International	4300	1HTMMAAM35H101624	Bucket Truck	624BT
2004	International	4300	1HTMMAAM74H604765	Bucket Truck	765
2006	International	4300	1HTMMAAM14H604762	Bucket Truck	762
1999	International	4700	1HTSCAAMXXH608730	Chip Truck	730
2007	Bandit	250XP	21998	Chipper	
2000	Progressive	34'	1P9EC3427YP297528	Command Center	
2007	Ford	F-350	1FDWF37P37EA08891	Pickup	891
2003	Ford	F-350	1FTWF33P53EC11883	Pickup	883
2015	Ford	F-250	1FT7W2BT0FEA63420	Pickup	
2019	Ford	F-250	1FT7W2BT4KEF99197	Pickup	
2011	Ford	F-250	1FT7W2BT8BEB39332	Pickup	332
2009	Ford	F-350	1FDWF37R89EA60361	Pickup	361
2003	Vermeer	SC752	1VRN151U031000869	Stump Grinder	
2014	Vermeer	SC30TX	1VRC070N2E10000987	Stump Grinder	SG1
1999	Vermeer	SC752	1VRN151U1X1000384	Stump Grinder	SG
2012	Ford	F-250	1FT7W2BT7CEA25033	Pickup	33
2007	Ford	F-150	1FTRF12W47KD24791	Pickup	791
2002	Bandit	3680	4FMUS36382R001420	Grinder	
2010	John Deere	200D LC	1FF200DXEA0512138	Excavator	
2005	John Deere	544J	DW544JZ595264	Wheel Loader	
2012	John Deere	644K	1DW644KZHBE640734	Wheel Loader	
2020	John Deere	333G		Skid Loader	
2001	Caterpillar	914G	CAT0914GLPDF00255	Wheel Loader	
2014	John Deere	5075E	1PY5075ELEB012520	Loader Tractor	



2007	Vermeer	S600TX	1VRZ0508171000698	Mini Skid Loader	ML1
	John Deere			Mulching Head	
	Tools/ Chainsaws				
	Shipping Container				
2020	Rockland			Rollout Bucket	
2007	KYRV	31BHS	4YDT31B2077202487	Travel Trailer	
2020				Wood Screw	
				Pallet Forks	
2019	Faver			Grapple Attachment	
	John Deere			Rotary Mower	



## **DBE/SWBE/MBE/Affirmative Action Plan**

### **Policy Statement**

It is the policy of Custom Tree Care, Inc. (CTC, Inc.) that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors. Suppliers and other required personnel on all contracts awarded by our Contracting Partners

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between the contracting agency and CTC, Inc. unless otherwise designed in the signed contract. Subcontractors and/or suppliers to CTC, Inc. will also be bound by the requirements of Rule Chapter 14-78 F.A.C.

CTC, Inc. and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted.

CTC, Inc. and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex or in the administration of contracts.

CTC, Inc. has designated and appointed a Liaison Officer to develop, maintain and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout CTC, Inc. and to disadvantaged controlled businesses. The statement is posted on notice boards of the company.

  
\_\_\_\_\_  
Greg Gathers, President

Custom Tree Care, Inc.  
6021 SW 29<sup>th</sup> St. PMB #130  
Topeka, KS 66614  
(785) 478-9805

## **I. DESIGNATION OF LIAISON OFFICER**

CTC, Inc. will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with the Florida Department of Transportation. A Liaison Officer has been appointed to develop and maintain this Affirmative Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C.

The Liaison Officer will have primary responsibility for developing, maintaining and monitoring CTC, Inc. the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

1. The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all governmental contracts;
2. The Liaison Officer will submit all records, reports, and documents required by the governmental agencies, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of the individual governmental agencies.

The following individual has been designated Liaison Officer with responsibility for implementing CTC, Inc. affirmative action program in accordance with the requirements of local, state and Federal government agency contracts.

**- GREG GATHERS**

## **II. AFFIRMATIVE ACTION METHODS**

In order to formulate a realistic Affirmative Action Plan, CTC, Inc. has first identified the following known barriers to participation by disadvantaged subcontractors. These barriers are:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work.
2. Lack of certified disadvantage subcontractors who seek to perform under specified contracts.
3. Lack of interest in performing under specified contracts.
4. Lack of response when requested to bid.
5. Limited knowledge of the specified governmental contracts plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of CTC, Inc. to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with the various and individual governmental contracts. CTC, Inc. will:

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;
3. Select portions of the work to be performed by DBEs in order to increase the likelihood of meeting contract goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
4. Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by the governmental contracting agency to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the company is interested in the subcontract opportunity.

CTC, Inc. understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

### **III. IMPLEMENTATION**

On contracts with specific DBE goals, CTC, Inc. will make every effort to meet contract goals as stated by utilizing its affirmative action methods. On projects with no specific goals, CTC will as an expression of good faith, seek to utilize DBE subcontractors where work is to be subcontracted.

### **IV. REPORTING**

CTC, Inc. shall keep and maintain such records as are necessary to illustrate and demonstrate compliance with its' DBE Affirmative Action Plan.

CTC, Inc. will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used, including items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;

3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all governmental agencies' projects;
4. CTC, Inc. shall comply with any governmental agencies requirements regarding payments to subcontractors including DBE's for each month (estimate period) in which the companies have worked.

#### **V. DBE DIRECTORIES**

CTC, Inc. will utilize the DBE Directory published by each governmental agency for that specific city, state, county and/or region, including agencies such as Natural Resources Conservation Service, State Departments of Transportation and other required agencies.

CTC, Inc. will distribute Form Number 275-030-01, Schedule A Certification Form Number 1, to potential DBE contractors and assist in their completion.

## **ILLEGAL DRUGS, ALCOHOL AND FIREARMS POLICY**

The Policy of Custom Tree Care (hereafter termed "CTC") regarding **illegal drugs and controlled substances, alcoholic beverages, and firearms** is:

1. The use, possession, distribution, purchase or sale of any illegal drugs or other controlled substances by any person while on CTC premises or project sites, engaged in CTC business or while operating CTC equipment is prohibited.
2. The use of any illegal drug or other controlled substances or alcohol which causes or contributes to unacceptable job performance or unusual job behavior is prohibited.
3. The use, possession, transportation, or sale of explosives, unauthorized flammable materials, firearms, or other weapons by SUBCONTRACTORS or employees, while on CTC premises or project sites, engaged in CTC business or while operating CTC equipment is prohibited.
4. The unauthorized use, possession, transportation, or sale of alcoholic beverages by SUBCONTRACTOR or employees while on CTC premises or project sites, or while operating CTC equipment is prohibited.

SUBCONTRACTORS or employees shall abide by this Policy. Any person violating this Policy shall be removed from CTC premises or project sites and may be denied future access to CTC premises or project sites. In addition, CTC may suspend work or terminate employment as a result of violation of this Policy. In appropriate cases, local law enforcement agencies may be advised of violation.

In support of this Policy, CTC may conduct or require searches and require screens as set forth in the following:

### **SEARCH**

Without prior announcement, and at any time, CTC may carry out reasonable searches of individuals and their personal effects when entering CTC premises or project sites, while on CTC premises or project sites, and when leaving CTC premises or project sites. Unless prohibited by applicable law, CTC may search its employees or subcontractors before entering CTC premises or project sites, engaging in CTC business or operating equipment CTC. Entry onto CTC premises or project sites constitutes consent to a search of the person and his/her personal effects, including, without limitation, packages, briefcases, purses, lunch boxes and vehicle, or any office, locker, closet or desk. Refusal to cooperate shall be cause for not allowing that individual on CTC premises or project sites.

### **SCREEN**

Unless prohibited by applicable law, CTC may require SUBCONTRACTORS or employees to conduct a controlled substance and/or alcohol screen while on CTC premises or project sites, engaged in CTC business, or operating CTC equipment. In addition, CTC may require SUBCONTRACTOR or employees to conduct a controlled substance and/or alcohol screen on any

of its employees or its subcontractors' employees before entering CTC premises or project sites or engaging in CTC business or operating CTC equipment. A positive screen on SUBCONTRACTORS or personnel or employees or failure to consent to a screen shall be cause for removal from CTC premises or project sites and may result in the SUBCONTRACTOR or employee being terminated from for CTC.

#### **NOTIFICATION OF SEARCH AND/OR SCREEN:**

Conducting a search and/or screen of its subcontractors or employees on CTC premises is permissible and may be done upon verbal notification immediately prior to the occurrence.

#### **DEFINITIONS**

As used herein, "controlled substance" specifically includes opiates, including heroin; hallucinogens, including marijuana, mescaline, and peyote; crack, crystal meth, ice, cocaine; PCP; and prescription drugs, including amphetamines and barbiturates, which are not obtained and used under a prescription and any other substance included in the Federal Controlled Substances Act or its regulations, or unlawful under applicable law.

As used herein, controlled substance or alcohol "screen" means any test using blood, urine, breath or other samples to determine the presence of controlled substances or alcohol in the body.

As used herein, "CTC premises" is used in the broadest sense, and includes, but is not limited to, all land, property, buildings, structures, installations, CTC vehicles, equipment, and other craft owned, leased, or in any other manner being used by CTC for any purpose.

As used herein, "CTC" is used in the broadest sense, and includes all sites or properties on which CTC its affiliates and/or associated firms, and/or SUBCONTRACTORS or other firms, are performing work or any kind.

#### **DRUG AND ALCOHOL RANDOM SECURITY SEARCH POLICY**

All SUBCONTRACTOR personnel and employees assigned to CTC work shall be mentally and physically capable of performing their assigned duties competently and safely. Therefore, SUBCONTRACTOR and its subcontractors shall have procedures which allow screening of all employees for controlled substances and alcohol while on CTC premises or project sites, in CTC equipment or while engaged in CTC business. CTC "Illegal Drugs, Alcohol and Firearms Policy" is stated, and "Controlled Substances," "Screen," and "CTC premises" are defined and understood.

CTC has occasionally suffered the loss of equipment, tools and confidential data from its work locations. Such losses will not be tolerated. Therefore, CTC may conduct searches to ensure compliance with its Policy as outlined.

To facilitate compliance with CTC Policy, Subcontractors and employees should take the following steps:

1. Advise all employees and/or subcontractors of CTC Policy of searches without prior notice and that any person found in violation of the Policy shall be denied access to CTC premises and project sites.

2. Give to each employee and/or subcontractor, a copy of this notice
3. Screen employees and subcontractors before assigning them to CTC premises or project sites, bearing CTC Policy in mind.

CTC personnel or employees shall immediately be removed from CTC premises any of its or its subcontractors' personnel found to be in violation of the Policy. Such personnel may be denied future access to CTC premises or project sites. Any illegal or unauthorized drugs, intoxicating beverages, firearms, weapons, or CTC property discovered as a result of CTC searches may be confiscated and may be turned over to law enforcement agencies.

If you fail to comply with CTC, Inc.'s Policy, it may become necessary to take remedial action, including termination. I certify as of this date that I:

Understood and accepted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Witness: \_\_\_\_\_



## LOCAL AND MINORITY PARTICIPATION

Custom Tree Care (CTC, Inc.) fully complies with guidelines regarding **Local and Minority Participation**. We have an established corporate policy regarding minority participation, which can be referenced in our Affirmative Action and M/WBE Policy at our offices unless otherwise requested.

One of the major strengths of CTC, Inc. is our ability to recognize the importance of utilizing local, qualified contractors. Depending on the time frame, and whether this is a standby, pre-disaster contract or an emergency situation, CTC, Inc. uses procedures necessary to ensure the use of local contractors and personnel. In a non-emergency situation, we are able to place ads in the local newspapers, check with temporary services or state employment services. We also rely heavily on recommendations from the County commissioners or City officials in all situations.

Emergency situations have prompted us to pull together with contracting agencies to recognize the strengths in their own communities. We appreciate the input provided by local officials in screening potential subcontractors and personnel. The ability of the commissioners or other local community officials to suggest or recommend those that meet all requirements for experience, equipment and insurance qualifications is a benefit in the successful operation and completion of projects of any size or scope.

Based upon the availability of qualified minority personnel in the area we strive to meet or exceed the normal requirements for this event. As an integral part of the contract, we establish contacts with a number of local, 8A and minority companies. We intend to use the services of qualified, local personnel to fill positions as needed and upon recommendation of the contracting agency.

All local and minority personnel will be screened to meet the requirements, including licensing and insurance requirements of CTC, Inc. We also include listings of Certified of M/WBE Contractors as are available and which provides updated information for this project.

CTC, Inc. has committed minority contractors who have performed in CTC Contracts over the past several years. We use the recommended channels to further investigate the availability, the experience and the reputation of each local and/or minority contractor to serve the best interest of the Contracting Agency.

Due to the nature of the business, CTC, Inc. relies heavily on the utilization of state personnel agencies, local private placement agencies and temporary services. We also use the services of the local Small Business Administration (SBA) office when available and local trade organizations. Our goals as stated in our Affirmative Action Policy are traditionally greater than those of most contract requirements. Additionally, the types of personnel required and their interest in the project varies from location to location.



# SAFETY POLICY & QUALITY CONTROL PLAN

**Custom Tree Care, Inc.**  
6021 SW 29<sup>th</sup> St. PMB #130  
Topeka, KS 66614

(785) 478 – 9805 Phone  
(785) 478 – 4195 FAX  
(785) 221 – 7550 Mobile

**Section C – Paragraph/Clause 4.1**  
**Accident Prevention**

For the protection and safety of all employees, Custom Tree Care, Inc. has established the following rules designed to prevent accident and injuries. Compliance with these rules is mandatory. Documentation will be made when the rules are distributed to new employees.

Proper footwear and clothing will be worn at all times.

Do not wear loose clothing, jewelry, or keep long hair in a down position. There is a danger of catching such articles in moving machinery.

Horseplay, running, fighting or any activity that may result in injury or waste will not be tolerated.

Appropriate personal protective equipment, or PPE, will be worn for the task (s) at hand, as specified by training and job briefing (s).

Operate machinery with all guards in place. Tampering with safety devices is cause for immediate disciplinary action.

Do not operate any machine you are not familiar with or have not been trained on and authorized to use.

Machines must never be cleaned, adjusted or repaired until the machine is turned off, the circuit is interrupted at the power source (including lock-out) and a warning tag is placed at the controls.

Any defects in materials, machinery, tools and equipment must be reported immediately to a supervisor, safety personnel, or management.

Do not leave tools, materials, or other objects on the floor that might cause others to trip and fall.

Do not block exits, fire doors, aisles, fire extinguishers, gas meters, electric panels or traffic lanes.

Avoid injury by attempting to lift or push excessive loads. If an object is too heavy to move without strains, ask for help.

Observe the correct posture for lifting. Stand with your feet slightly apart, assume a squatting position with knees bent, and tuck your chin into your chest. Tilt head forward, grasp the load with both hands, and gradually push up with your legs, keeping your back straight and avoiding any abrupt movement.

Do not distract others while working. When approaching a coworker for any purpose, do so from the front or the side in a way that they will see you coming and will not be startled or surprised. If conversation is necessary, first make sure that it is safe.

Do not allow oil, water or any other material to remain on the floor for long periods of time where you or others may slip. Report any slip and fall problems to your supervisor.

When handling hazardous materials be sure to follow prescribed safety procedures and use required safety equipment. When using secondary containers filled by others, be sure they are labeled as to their contents and hazards. Know your Material Data Safety Sheets (MSDS) and where they are located. Review them often.

Use appropriate gloves when handling materials with sharp or jagged edges, when handling chemicals, when handling hot material, or to protect your hands in general.

Do not attempt to operate machinery for which you are not trained.

Unnecessary and excessive haste is the cause for many accidents. Exercise caution at all times.

All work-related injuries and accident, no matter how minor, must be reported immediately to your supervisor, safety personnel, or management.

Employees should understand and comply with all sections of the ANSI Z133.1 Standard that apply to their job activities.

All employees must be thoroughly familiar with these basic safety rules. Failure to comply with safety rules or procedures, or failure to wear the appropriate safety equipment, will result in disciplinary action up to and including termination.



**Section C – Paragraph/Clause 4.2**  
**Quality Control Plan**

If required, Custom Tree care, Inc. can have a Certified Arborist on site to ensure quality of work performed by all Custom Tree Care employees. All employees have been trained in Arboriculture practices upon employment. Certifications include and are not limited to:

I.S.A. – International Society of Arboriculture

K.A.A. – Kansas Arborists Association

T.C.I.A. – Tree Care Industry Association

Constant monitoring of all crews will be provided daily to ensure safety and quality of work performed is attained. Custom Tree Care will meet with the contracting officers' representative to look over completed work to ensure client satisfaction. If there is an issue that needs corrected, it will be done so in a timely manner.

**Section C – Paragraph/Clause 4.7**  
**Safety & Protection Plans & Submittals**

The following policies of Custom Tree Care, Inc. are not inflexible rules or requirements. They may be changed by the company at any time without notice or modified as individual circumstances may require in the best interests of efficient management of the Company. Nothing in the policies as they now exist, or may in the future be revised, is intended or should be construed as a contract of employment, express or implied, nor as a promise of employment for a specific period of time, nor as a requirement that any specific procedure be followed in handling personnel issues.

Company management will provide safe and healthy working conditions. All employees must follow safe practices at all times. All employees must accept and follow all rules of safety.

Whenever an employee finds an unsafe condition, they must report it immediately to their supervisor, safety personnel, or management. Any injury that occurs on the job, even a slight cut or strain, is to be reported to management as soon as possible. In no circumstance except an emergency, should an employee leave a shift without reporting an injury that occurred.

All employees including office personnel will be trained in safe practices. The training will be done by video or by training from the employees' supervisor.

If any unsafe practices are observed, the employee will receive a written violation warning. Once the employee receives three (3) written warnings, he or she will be automatically suspended for one (1) workday without pay.

Custom Tree Care, Inc. will make every effort to maintain safe working conditions. However, the principal responsibility for safety falls upon you, the employee. All employees are asked to inform their supervisor, safety committee personnel, or management of any work hazards of which they might be aware. Custom Tree Care, Inc. will arrange for you to supply information anonymously if you do not wish to be identified. No employee should fear reprisal for notifying management of any safety hazards. In fact, we encourage all employees to inform us immediately of any hazard, no matter how small it may seem.

All safety and health suggestions that we receive will be reviewed. We will then determine what action is necessary. All suggestions shall receive a response.

The injured employee's supervisor or someone from management will investigate all occupational injuries and illnesses that are job-related. Particular attention will be given to methods to prevent future situations that caused the injury or illness.

All employees will receive prompt and timely safety training. Safety rules and safe practices will be emphasized at these training sessions.

All new employees will receive a copy of the summary, to be signed and put in their file, indicating that they have been trained at the beginning of employment. Any employee given a new job assignment, for which training has not previously been received, will be trained in that particular job immediately.

Records will be kept of all training provided. These records will indicate the type of training given, date, the name of the training provider and the employee's signature.

### **Section C – Paragraph/Clause 4.7.2** **Basic Safety Accident & Protection Plans**

**All Employees of Custom Tree Care, Inc. – 6021 SW 29<sup>th</sup> St. PMB #130 – Topeka, KS – 66614** will adhere to the following safety and accident protection plans while working.

Employee responsibilities for safety include the following:

- Adhere to all safety rules and regulations
- Wear appropriate safety equipment as required.
- Maintain equipment in good condition, with all safety guards in place and in operation.

- Report all injuries and near misses, no matter how minor, immediately to their supervisor, safety personnel or management.
- Encourage coworkers to work safely.
- Report unsafe acts and conditions to their supervisor, safety personnel, or management.

### **Safety Coordinators:**

Greg Gathers (785) 221-7550

Jeremy Britton (256) 749-4886

Others TBD

One or all of the Safety Coordinators listed above will be on site at all times and will be responsible for overseeing safety on site throughout the duration of the contract. The numbers listed above are cell phone numbers and all employees will have cell phones and/or two-way radios for communication.

### **ANSI Z133 Standard & Employee Understanding**

As an employee of Custom Tree Care, Inc., you need to review and understand the requirements of the ANSI Z133.1-2000 Standard.

You need to understand that the Z133 Standard was developed by arborists, for arborists under the standards-developing procedures created by the American National Standards Institute, creating what these industry's safety experts feel are the minimum acceptable standards of practice for safety in arboriculture. It represents the collective wisdom and experience of countless arborist.

You need to understand the difference between "Should" and "Shall" as they are used in the standard. The word "Should" indicates an advisory statement where it is feasible that the actions you take might be different from the prescribed practice. A "Shall" indicates a mandatory requirement, where it is inconceivable that your actions would have to deviate from the prescribed practice, except where exceptions are noted in the Standard.

Finally, you need to understand that the Z133 Standard does not take precedence over, or take the place of, the safe work policies of Custom Tree Care, Inc.

## **Safety Rules – Accident Prevention**

For the protection and safety of all employees, Custom Tree Care, Inc. has established the following rules designed to prevent accident and injuries. Compliance with these rules is mandatory. Documentation will be made when the rules are distributed to new employees.

Proper footwear and clothing will be worn at all times.

Do not wear loose clothing, jewelry, or keep long hair in a down position. There is a danger of catching such articles in moving machinery.

Horseplay, running, fighting or any activity that may result in injury or waste will not be tolerated.

Appropriate personal protective equipment, or PPE, will be worn for the task (s) at hand, as specified by training and job briefing(s).

While on duty, the use of or being under the influence of alcohol, narcotics, intoxicants or similar mind-altering substances is strictly prohibited. Individuals found to be in violation of this policy will be subject to disciplinary action up to and including possible termination of employment, even for a first offense.

Operate machinery with all guards in place. Tampering with safety devices is cause for immediate disciplinary action.

Do not operate any machine you are not familiar with or have not been trained on and authorized to use.

Machines must never be cleaned, adjusted or repaired until the machine is turned off, the circuit is interrupted at the power source (including lock-out) and a warning tag is placed at the controls.

Any defects in materials, machinery, tools and equipment must be reported immediately to a supervisor, safety personnel, or management.

Do not leave tools, materials, or other objects on the floor that might cause others to trip and fall.

Do not block exits, fire doors, aisles, fire extinguishers, gas meters, electric\la panels or traffic lanes.

Avoid injury by attempting to lift or push excessive loads. If an object is too heavy to move without strains, ask for help.



Observe the correct posture for lifting. Stand with your feet slightly apart, assume a squatting position with knees bent, and tuck your chin into your chest. Tilt head forward, grasp the load with both hands, and gradually push up with your legs, keeping your back straight and avoiding any abrupt movement.

Do not distract others while working. When approaching a coworker for any purpose, do so from the front or the side in a way that they will see you coming and will not be startled or surprised. If conversation is necessary, first make sure that it is safe.

Do not allow oil, water or any other material to remain on the floor for long periods of time where you or others may slip. Report any slip and fall problems to your supervisor.

When handling hazardous materials be sure to follow prescribed safety procedures and use required safety equipment. When using secondary containers filled by others, be sure they are labeled as to their contents and hazards. Know the Material Data Safety Sheets (MSDS) and where they are located. Review them often.

Use appropriate gloves when handling materials with sharp or jagged edges, when handling chemicals, when handling hot material, or to protect your hands in general.

Do not attempt to operate machinery for which you are not trained.

Unnecessary and excessive haste is the cause for many accidents. Exercise caution at all times.

All work-related injuries and accident, no matter how minor, must be reported immediately to your supervisor, safety personnel, or management.

Employees should understand and comply with all sections of the ANSI Z133.1 Standard that apply to their job activities.

All employees must be thoroughly familiar with these basic safety rules. Failure to comply with safety rules or procedures, or failure to wear the appropriate safety equipment, will result in disciplinary action up to and including termination.

**Section C – Paragraph/Clause 4.7.2.1**  
**Personal Protective Equipment**

**Hazard Assessment for Person Protective Equipment**

The following table contains descriptions of the PPE required for typical tasks encountered in tree care and some of the potential hazards associated with them. Always ensure that your PPE fits properly as outlined in the training provided at the time of employment at Custom Tree Care, Inc.

Tasks	Potential Hazards	Information Sources	PPE Required
<b>Aerial lift operations</b>	Conductors, equipment failure, falls, hydraulic leaks, steep/uneven slopes	Tailgate Session #24; ANSI Z133.1 5, 6.2	Hard hat, safety glasses, hearing protection, gloves, full body harness & shock absorbing lanyard or body belt and lanyard
<b>Brush removal &amp; chipping</b>	Awkward movements and postures, flying debris, carrying heavy weights, moving parts, noise, slips, trips, and falls	Tailgate Session #39; Tailgate Session #18; ANSI Z133.1 9.6	Hardhat, safety glasses, face shield, hearing protection, gloves
<b>Chain saw maintenance</b>	Hot exhausts, cuts	Tailgate Session #28	Hardhat, safety glasses, gloves
<b>Chain saw Operation</b>	Awkward postures, hot exhausts, cuts improper stance, kickback, noise, slips, trips, and falls; vibrations	Tailgate Session #29; ANSI Z133.1 7.2	Hard hat, safety glasses, hearing protection, gloves, chainsaw chaps (when working on the ground)
<b>Chipper Maintenance</b>	Amputation, cuts, pinch points	Tailgate Session #60, ANSI Z133.1 6.3	Hard hat, safety glasses, hearing protection, gloves

<b>Climbing</b>	Cutting climbing line, falls, conductors, rope failure, tree decay, worn equipment, insects/animals	Tailgate Sessions #19, 20, 31, 32; ANSI Z133.a 5,9.1	Hard hat, safety glasses, hearing protection, gloves, fall protection
<b>Driving</b>	Other drivers, road and weather conditions	Tailgate Sessions #41, 42, 43, 44	Seatbelts
<b>Hand Tool Use</b>	Awkward postures, conductors, cuts, splinters	Tailgate Session #30; ANSI Z133.1 5, 8.1-8.10	Hard hat, safety glasses, gloves
<b>Ladder Use</b>	Conductors, falls, ladder failure	Tailgate Session #22; ANSI Z133.1 8.11	Hard hat, safety glasses
<b>Limb Removal for Take-Down</b>	Breaking ropes and/or crotches, conductors, falling and/or splitting limbs	Tailgate Session #37; ANSI Z133.1 5, 9.4	Hard hat, safety glasses, gloves
<b>Limbing and Bucking</b>	Awkward posture, limbs; snapping, slips, trips, and falls, tree rolling	Tailgate Session #37; ANSI Z133.1 9.7	Hard hat, safety glasses, gloves
<b>Use of mower, brush cutter, string trimmer</b>	Hidden objects, terrain, traffic		Hard hat, safety glasses; hearing protection
<b>Pesticide Handling &amp; Application/Spraying &amp; Spill cleanup</b>	Equipment failure, excessive drift, poor personal hygiene, spills, vehicle collision	Tailgate Session #45, %54, ANSI Z133.1 6.4	Hard hat, goggles or face shield, long sleeved shirt, rubber boots (if walking) chemical resistant gloves
<b>Pruning and Trimming</b>	Barber chairs, falling branches, conductors	Tailgate Session #33; ANSI Z133.1 5, 9.2	Hard hat, safety glasses

<b>Storm Work</b>	Hidden/dislodged conductors, damaged trees, wood under tension, fatigue, working at night, working on unfamiliar system, unannounced re-energized of lines	Tailgate Session #10; ANSI Z133.1 5, 9.2	Hard hat, safety glasses, foul weather gear
<b>Stump Grinding</b>	Flying debris, moving parts, noise	Tailgate Session #40; ANSI Z133.1 6.5	Hard hat, safety glasses, face shield, hearing protection
<b>Traffic Control</b>	Topography, volume and speed of traffic, time of day, weather conditions	Tailgate Session 3; ANSI Z133.1 4.4	Hard hat, safety glasses, reflective vest, flag or signs
<b>Trailer Towing &amp; Setup</b>	Hitch failure, jack failures, vehicular traffic	Tailgate Session #38	Hard hat, safety glasses, traffic cones and signs, gloves
<b>Tree Take-Down</b>	Barber chairs, conductors, cuts, struck-by	Tailgate Session #36; ANSI Z133.1 5, 9.5	Hard hat, safety glasses, hearing protection, gloves, chainsaw chaps

NOTE: the hazards in **bold** represent musculo-skeletal disorder (MSD) risk factors that should be minimized (duration, frequency and/or magnitude) to the extent possible or eliminated. MSD signs are decreased range of motion, deformity, decreased grip strength and loss of function. MSD symptoms are numbness, burning, pain, tingling, cramping and stiffness.

Other hazards that apply to some/all of the above tasks: Drug Use and/or Alcohol Abuse; Fatigue; Fire; Lyme Disease; Poisonous Plants; Violent Workers/Customers; Weather.

## **Back Injury Prevention**

### **Causes of Back Injury**

Pulling, twisting, and slipping are the most common causes of back injuries. Lifting objects improperly can also hurt the back. Lifting with the back and not the legs, lifting from an awkward position, or trying to move material too large for one person can lead to injury.

Even simple movements can cause back injury. Stepping from a truck, bending over for a small tool, or over-reaching can strain back muscles.

Table 1 below ranks the most frequent causes of back injury in tree care in descending order.

Table 1-How Back Injuries Happen

#### **Lifting...**

- Large objects
- Irregularly shaped objects
- Over the shoulder

#### **Twisting...**

- While feeding brush into the chipper
- While positioning in a bucket or a tree
- While dragging brush, reaching, using long poles
- From sudden slips due to poor ground conditions
- On slippery equipment in snow or rain

#### **Jumping...**

- Off truck bed or out of truck cab
- Over fences
- Off ladders
- Out of trees

#### **Pulling...**

- Ropes hangers
- Trees, on removals

Muscle strains and sprains-soft tissue injuries-cause most arborists' back problems. These are temporary injuries. More important, strains and sprains usually precede more serious, chronic and debilitating injuries to the ligaments, discs and vertebrae. In a sense, soft tissue injuries are warning signals that more serious, permanent injury

could occur. Therefore, your back-injury prevention program should focus on preventing strains and sprains.

### **Preventive measures**

Arborists can keep their backs healthy with stretching and exercise, by knowing how the back works, and by using simple lifting techniques.

Here are attainable objectives for your company's back injury prevention program:

Provide continuous training for all employees to raise their awareness of how the back can be injured.

Develop action steps employees can use to detect and eliminate conditions likely to cause back injury- see this program's sections on hazard reporting (16), safety committees (23), job hazard assessment (15) and job briefings (17).

Motivate employees to take responsibility for back safety at work and at home.

The following procedures are taken from Annex C of the ANSI Z133 Standard:

Before lifting any weight:

- (a) Be sure clear the travel path available if the weight is to be carried from one place to another.
- (b) Decide exactly how the object should be grasped to avoid sharp edges, splinters, or other things that might cause injury.
- (c) Make a preliminary lift to be sure the load can be safely handled.
- (d) Place feet solidly on the walking surface.
- (e) Crouch as close to the load as possible with legs bent at an angle of about 90 degrees.
- (f) Keep back as straight as possible. It may be far from vertical but should not be arched.
- (g) Lift with the legs, not the back, keeping the weight as close to the body as possible.
- (h) Use a second worker when necessary.

## **Stretching and exercises**

The professional athlete must maintain a high level of production and effort to win. The same is true for an arborist, who must perform at peak efficiency.

Strains of the lower back muscles, the most common back injury, usually occur because the muscles are cold and tight. If the athlete warms up and stretches to avoid injury, then why not the tree worker?

Custom Tree Care, Inc. will provide you with information on simple, quick warm-up/stretchers that you can perform prior to heavy exertion.

## **Early Return to Work**

Custom Tree Care, Inc. participates in an Early Return to Work Program with local providers closest to job site for the treatment of all work-related injuries.

If you are injured at work, you must report the injury to your supervisor immediately. If medical treatment is necessary and you haven't designated a treating physician, you must go to the nearest medical facility.

You must also complete an Employee Claim for Workers' Compensation Benefits form as soon after an accident as possible.

If you are unable to return to the regular position due to a workplace injury, you should discuss with the doctor the possibility of working in a light duty job until the doctor releases you for full duty. If the doctor releases you for light duty, your supervisor will be notified the same day.

Modified jobs will be identified after obtaining your physical restrictions. "Modified" might be your regular job, modified by removing heavier tasks and reassigning these to other employees; a different regular job currently existing at the workplace; or a job which is specifically designed around your restrictions. A modified job offer will be made only when the work is available and of benefit to the company. Part-time work will be considered as modified work, if medically indicated. Each case will be assessed individually based on need. Modified work may not be implemented every time there is a loss claim. Wages will not necessarily be the same as that of the regular job.

If you take off work completely, or if light duty work is unavailable, you must report your medical condition and progress to the supervisor at least once a week.



### **Disciplinary Procedures**

Employees who fail to comply with safety rules will be subject to disciplinary action up to and including termination. Supervisors will follow the normal disciplinary procedures as follows:

1. Verbal counseling-must be documented in the employee's personnel file.
2. Written warning-outlining nature of offense and necessary corrective action.
3. Suspension without pay-once (1) working day without pay-the third step or a separate disciplinary action resulting from a serious violation.
4. Termination-if an employee is to be terminated, specific and documented communication between the supervisor and the employee must occur.

Supervisors will be subject to disciplinary action for the following reasons:

- Repeated safety rule violation by their department employees.
- Failure to provide adequate training prior to job assignment.
- Failure to report accidents and provide medical attention to employees injured at work.
- Failure to control unsafe conditions or work practices.
- Failure to maintain good housekeeping standards and cleanliness in their departments.

Supervisors who fail to maintain high standards of safety within their departments will be demoted or terminated after three documented warnings have been levied during any calendar year.

### **Section C – Paragraph/Clause 4.7.2.2** **Accident Reporting**

#### **Accident Reporting & Investigation**

It is the policy of Custom Tree Care, Inc. to carry out a thorough program of accident reporting and investigation. Supervisory personnel will be primarily responsible for making an investigation of all accidents in their area. Accidents involving fire, death, serious injury, or extensive property damage will be investigated jointly by the supervisor and upper management.

The primary goal of the accident investigation program is the prevention of future accidents through the use of knowledge derived from these investigations. Additionally, the investigation will be used to prepare reports required by Federal and State law as well as the Workers Compensation insurance carrier. These reports are critical in establishing the company's and the supervisor's liability under the law.

When an employee is injured at work the supervisor is responsible for taking emergency action to have first aid administered, to obtain professional medical attention as soon as



possible, and to protect other employees and equipment. The supervisor must then begin to investigate the circumstances of the accident. The following procedures have been found to be effective when investigating accidents.

**Go** to the scene of the accident at once.

**Talk** with the injured person if possible. Talk to witnesses. Stress getting the facts-not placing blame or responsibility. Ask open-ended questions.

**Listen** for clues in the conversations around you.

**Encourage** people to give their ideas for preventing a similar accident.

**Study** possible causes-unsafe conditions, unsafe practices.

**Confer** with interested persons about possible solutions

**Write** your accident report giving a complete accurate account of the accident.

**Follow up** to make sure conditions are corrected. If they cannot be corrected immediately, report this to your supervisor.

**Publicize** corrective action taken so that all may benefit from the experience.

***Notify the Safety Coordinator(s) as well as the Project Officer (PO) and immediately with information regarding with whom, how, where, when, seriousness of accident and medical treatment received of the injured person or persons whenever an accident occurs. Accident scenes shall not be disturbed until released by investigating personnel with the exception of emergency rescue and emergency measures.***

#### **Vehicle Accidents-What to do:**

Make sure your vehicle has a fully stocked accident kit. The kit should contain:

- Current vehicle registration
- Current proof of vehicle insurance
- Several business cards from the owner or manager
- Pen, and or pencil
- Accident reporting form from your office and insurance company
- Trailer registration if applicable
- Several witness cards

Attend to all injured victims. Assess the situation and attend to the most seriously injured first. Do not move any victim unless there is danger from other vehicles and traffic, or danger of fire or explosion. Do not move vehicles. The police need to see the accident prior to moving any vehicle (s). Protect the scene of the accident by placing flares, flags, or reflectors where they can be seen by approaching traffic. Physically direct traffic around the accident scene if necessary; do not expose yourself to danger in traffic. If your vehicle is moved, get the name of the person or company that moved it. If it is removed from the scene, find out where it is taken. Conduct your own investigation.

Get the names, addresses, phone numbers, driver's license number, vehicle license numbers, and insurance companies of all persons involved, year, make, and model of all vehicles involved. Offer the same information about yourself and your vehicle to others involved. Contact the office to let them know what has happened, and whether anyone was injured and/or taken to a hospital for emergency treatment. Do not admit fault or discuss the accident with anyone except the office of police.

### **Non-Emergency Injuries**

If necessary, any employee(s) requiring treatment for all non-emergency injuries, or post emergency medical treatment has been provided by local hospital, will be transferred to: TBD.

## **Section C – Paragraph/Clause 4.7.2.3** **Emergency Planning**

### **Emergency Action Plan**

The following details the organizational structure of our plan and outlines emergency measures to be taken in the event of fire or other emergency.

Remember, your conduct and actions during the first few minutes of any emergency may not only save your life, but the lives of your fellow workers and other members of the community as well. Each truck will have emergency numbers available for ambulance, physician, hospital, fire and local police. Use most effective means of communication based on your location (cellular phone – if adequate service), two-way radio, hard line telephone or other acceptable means.

### **General Information**

Two important telephone calls need to be made if the facility is to be evacuated because of a fire or disaster within the facility, or an external hazardous condition threatening the facility. If either of these two situations occurs; notify 911 (Emergency Medical Services and Police).

Upon order of management if you are working near a building and a fire breaks out, call emergency numbers if you cannot contain. Going into a building to let someone know of a fire outside the building is acceptable, however, the occupants will have their own safety officer and should have already been briefed in evacuation procedures.

Materials and supplies to be evacuated include, but may not be limited to, first aid kits, the MSDS binder and the personnel roster.

## **Responsibilities**

The Safety Director will:

- Coordinate the Emergency Evacuation Plan throughout the facility.
- Make certain the Program is familiar to all personnel and that all new employees are promptly oriented.
- Schedule education as necessary.

The Safety Director will be aided by the Supervisors who will:

- Facilitate the Emergency Evacuation Plan.
- Keep contact check on all personnel to be sure that they are completely familiar with all phases of the Plan that they are required to know.
- See that personnel participate in awareness training, fire classes, and other practice sessions as necessary.
- Be certain that all personnel are familiar with fire extinguishers, and make thorough fire prevention inspections when they are assigned to do so.
- Take the necessary steps required to correct any fire hazards discovered.

It is the duty of every employee to:

- Be completely familiar with the Emergency Evacuation Plan and their duties of responsibilities in the program.
- Participate in all fire drills and practice sessions.
- Attend all fire training classes when assigned.
- Learn the location of, and how to operate all fire extinguishing equipment.
- Report any fire and/or safety hazard.

## **Fire Emergency Plan**

### **Keep Calm...Report all fires and smoke**

Personnel have been assigned to:

- Notify the fire department
  1. For Emergency situation call 911.
  2. For Non-Emergency situation call the COO.

The person reporting the fire to the fire department will provide them with the following information.

- Custom Tree Care, Inc.
- Address of incident
- What is burning (machines, paper, etc.)

- Location of fire (roof, plant, office, etc.)
- Type of fire (electrical, liquid, etc.)

Additional assignments have been made to attempt to extinguish fire with the use of on-premises equipment (extinguishers, hoses, etc.). A minimum of two persons is required to fight a fire. To ensure employee safety, this is to be done only during the early stages of the fire. If the fire cannot be extinguished by the time your fire extinguisher runs out (roughly five (5) minutes) then you must notify emergency immediately.

Working away from the involved area, personnel will be assigned to:

- Check the driveways to see that they are clear for entry of fire fighting equipment
- Wait at the front entrance for the arrival of fire fighting equipment. Direct the firemen to the fire if necessary.

Re-entry onto the property will not be permitted until it is declared safe to do so by management, or by the local fire/law enforcement officials.

### **Hazard Communication**

**Name of Contact Person: Greg Gathers**  
**Title: President – Custom Tree Care, Inc.**

### **Hazard Evaluation**

Chemical manufacturers and importers are required to review the available scientific evidence concerning the hazards of the chemicals they produce, and then report that information to employees who purchase their product. In most cases Custom Tree Care, Inc. will choose to rely on the evaluation performed by our suppliers. If for some reason we do not trust the evaluation of the manufacturer, we will arrange for additional testing.

We will consider the following chemicals used in our business to be hazardous:

1. Diesel Fuel
2. Gasoline

### **Label & Other Forms of Warning**

We will make certain that containers are adequately labeled to identify the hazardous chemicals they contain and will show hazard warnings appropriate for your protection. The warnings will use a combination of words, pictures and symbols that will

communicate the hazards of the chemical (s) in the container. The labels will be legible and prominently displayed. Our training program will include instruction on how to read and interpret label information.

Exceptions to this rule are as follows:

We are permitted to post signs that convey the hazard information if there are a number of stationary containers in a given area, which have similar contents and hazards.

We are not required to label portable containers, as long as the transferred chemical is for immediate use by the employee who made the transfer.

We are not required to label pipes or piping systems.

### **Employee Training**

It is the goal of Custom Tree Care, Inc. to provide hazard communication training during the first 30 days of employment and whenever a new chemical is introduced to a given work area. Training will be done in a meeting setting and will be conducted by the Program Coordinator or another who has been properly trained.

The training program will consist of:

- How the hazard communication program is implemented, how to read and interpret information on labels and MSDS, and how employees can obtain and use the available hazard information.
- The hazards of chemicals to which employees are exposed in the work area.
- Measures employees can take to protect themselves from the hazards.
- Specific procedures put into effect by the company to provide protection, such as personal protective equipment, mechanical guards, or protective processes.
- Methods that you can use, such as visual appearance or smell, to detect presence of hazardous chemicals to which you or your co-workers may be exposed.
- Name and/or job title of who you can go to if you have questions.

### **Section C – Paragraph/Clause 8.0**

#### **Quality & Warranty of Work**

Custom Tree Care, Inc. will provide service that meets and exceeds standards of excellence. The work done on all of our projects is guaranteed to be done in a timely, professional manner with expertise in all aspects of arboriculture. Upon completion of work assigned, a Certified Arborist will be available to go through with the project coordinator to ensure the work performed meets and exceeds his or her expectations. Letters of recommendation are available upon request. A listing of past performance is also available noting work done both as a Prime Contractor and a Sub-Contractor.



**Section C – Paragraph/Clause 8.1**  
**Quality Control**

Greg Gathers – President – Custom Tree Care, Inc. shall be responsible for over seeing all aspects of quality control throughout the duration of the project. Greg is a Certified Arborist with the KAA and ISA and has authority to make recommendations and implement plans of action for all tree care operations. Proof of certification including Membership and Certification Numbers will be provided to the current Contract Administrator of this agreement.

An Arborist will do a quality control walk-through with the PO on each project site to inspect job performance upon completion. A written report of any additional trimming necessary will be provided to the PO with project site noted and work to be performed. Custom Tree Care, Inc. agrees to return to the designated project site within Forty-Eight (48) hours to make any necessary adjustments.

# *State of Florida*

## *Department of State*

I certify from the records of this office that CUSTOM TREE CARE, INC. is a Kansas corporation authorized to transact business in the State of Florida, qualified on June 23, 2015.

The document number of this corporation is F15000002741.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on April 19, 2016, and that its status is active.

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

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the First day of May, 2016*



*Ken Dietzner*  
*Secretary of State*

Tracking Number: CU1010009104

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

# INTERNATIONAL SOCIETY OF ARBORICULTURE

## CERTIFIED ARBORIST™

*Greg Gathers*

Having successfully completed the requirements set by the  
International Society of Arboriculture, the above named  
is hereby recognized as an ISA Certified Arborist®



*Luana Vargas*

Luana Vargas  
Director of Credentialing Services  
International Society of Arboriculture

*Caitlyn Pollhan*

Caitlyn Pollhan  
Executive Director  
International Society of Arboriculture

MMW-4172A

Certification Number

4 Feb 2001

Certified Since

30 Jun 2022

Expiration Date



#0847  
ISO/IEC 17024  
Personnel Certification Program  
ISA Certified Arborists®



**USACE LEARNING CENTER  
HUNTSVILLE, ALABAMA**



Greg L. Gathers  
NWK-06-18-0026

# CONSTRUCTION QUALITY MANAGEMENT FOR CONTRACTORS - #784

**BESTGEN.DALE.A.** Digitally signed by BESTGEN.DALE.A.1231257302  
DN: cn=US Government, ou=DOD, ou=PKI,  
o=USA, email=BESTGEN.DALE.A.1231257302  
Date: 2013.01.14 09:09:30 -0500

## COM-C Manager

**CATES.BRIAN.EUGEN**  
E.SR.1141556130

Facilitator/Instructor Signature

*Jeffrey D. Dziedzic*  
Chief, USAID Learning Center  
Jeffrey D. Dziedzic



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2021

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

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

<b>PRODUCER</b> The Woody Insurance Group 4518 W. 89th Street  Prairie Village KS 66207	<b>CONTACT NAME:</b> Phyllis Giaconia <b>PHONE (A/C, No, Ext):</b> 9133414448 <b>E-MAIL ADDRESS:</b> PGiaconia@thewoodyinsurancegroup.com <b>FAX (A/C, No):</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Colony Insurance Company <b>INSURER B:</b> United Financial Casualty Company <b>INSURER C:</b> Berkley Casualty Insurance Company <b>INSURER D:</b> Great American Insurance Company <b>INSURER E:</b> Evanston Insurance Company <b>INSURER F:</b>	<b>NAIC #</b> 39993 11770 15911 16691 35378
<b>INSURED</b> Custom Tree Care, Inc. 3722 SW Spring Creek Ln  Topeka KS 66610		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		103GL003442700	03/19/2020	03/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		00882995/001172240	07/09/2020	09/27/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		XOBW8628020	06/30/2020	03/19/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	BNUWC0153281	02/12/2021	02/12/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased/Rented Equipment Coverage		IMP E652214-00	11/20/2020	11/20/2021	Limit \$420,000 Deductible \$5,000

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

**CERTIFICATE HOLDER****CANCELLATION**

For Information Purposes Only

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

AUTHORIZED REPRESENTATIVE

Chris Woody

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/30/2021

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

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

PRODUCER Byars Wright, Inc. 1700 4th Avenue Jasper AL 35501	CONTACT NAME: Debbie Mantooth PHONE (A/C, No, Ext): 205-690-1392 FAX (A/C, No): E-MAIL ADDRESS: dmantooth@byarswright.com
INSURED Custom Tree Care, Inc. 6021 SW 29th St PMB #130 Topeka KS 66614	INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Specialty Underwriters INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 13037

## COVERAGES

CERTIFICATE NUMBER: 2004280817

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CSU0165686	3/26/2021	3/26/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

## CERTIFICATE HOLDER

## CANCELLATION

Custom Tree Care, Inc.  
6021 SW 29th St PMB #130  
Topeka KS 66614

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Custom Tree Care, Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>6021 SW 29th St. PMB #130</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Topeka, KS</b>	
7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
4	8	-	1	2	4	5	9	6 8

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► <b>1/15/2021</b>
-----------	--	-------------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.





## Litigation Statement

This statement is to certify that no litigation has been filed against Custom Tree Care, Inc. in the last 10 years by a client. Furthermore, no litigation has been filed against any of Custom Tree Care, Inc. principals in the last 10 years.

Respectfully,

A handwritten signature in black ink, appearing to read "Greg Gathers", is written over a horizontal line.

Signature

4/14/2021

Date

Greg Gathers  
President  
Custom Tree Care, Inc.

Town of Golden Beach  
One Golden Beach Drive  
Golden Beach, FL 33160  
Phone 305-932-0744  
Fax 305-933-3825  
www.Goldenbeach.us

**PROPOSAL BID FORM**

**RFP # 2021-001, Disaster Recovery Services**

Therefore, the undersigned, Hereinafter called the proposer, hereby certifies that he/she has familiarized himself/herself with the extent of the work, and having examined carefully the specifications herein, propose to furnish all the labor, materials and services, without exception, for the Disaster Recovery Services.

Proposed cost, in figures and in words. \$ 12.93 per cubic yard

In Figures

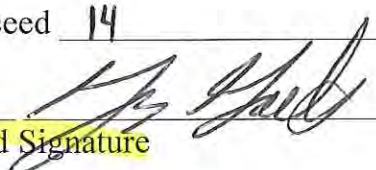
\$ twelve dollars and ninety three cents

In Words

Time for completion, after Notice to Proceed 14 days

Custom Tree Care, Inc.

Company Name (please print) Authorized Signature



Town of Golden Beach  
One Golden Beach Drive  
Golden Beach, FL 33160  
Phone 305-932-0744  
Fax 305-933-3825  
www.Goldenbeach.us

**COMPANY INFORMATION**

**RFP # 2021-001 Disaster Recovery Services**

**IMPORTANT:** This form must be returned with the Bid Proposal Form. **(Please Print or Type)**

Company Name: Custom Tree Care, Inc.  
Street Address: 6021 sw 29th St. PMB #130  
Mailing Address: 6021 sw 29th St. PMB #130  
City, State & Zip: Topeka, KS 66604  
Phone No.: 785-478-9805  
Fax No.: 785-478-4195  
Type of Organization: Corporation  
Federal ID or SS #: 48-1245968  
Contact Person: Greg Gathers  
No. of Years in Business: 22  
No. of Employees: 25+  
No. of Employees to be assigned or available for this contract: 25+  
No. of Clients your company is currently servicing: VARIES, 2 CURRENTLY  
Number of year's experience (combined) of employees to be assigned or available for this contract: 100+

Custom Tree Care, Inc.



Company Name (please print) Authorized Signature



Town of Golden Beach  
One Golden Beach Drive  
Golden Beach, FL 33160  
Phone 305-932-0744  
Fax 305-933-3825  
www.Goldenbeach.us

**LIST OF REFERENCES/EXPERIENCE**  
**RFP # 2021-001, Disaster Recovery Services**

**IMPORTANT:** This form must be returned with the bid proposal form.  
The proposer shall complete the following listing references for similar services.

1. Name of the Company: South Broward Drainage District  
Address: 6591 SW 160<sup>th</sup> Ave., Southwest Ranches, FL 33331  
Contact Person: Kevin Hart  
Telephone Number: 954-680-3337 ext. 206  
Date of Completion: 10/2017
2. Name of the Company: Town of Bay Harbor Islands  
Address: 9665 Bay Harbor Terr., Bay Harbor Islands, FL 33154  
Contact Person: Jordan Leonard  
Telephone Number: 305-206-8497  
Date of Completion: 10/2017
3. Name of the Company: School Board of Broward County  
Address: 7720 West Oakland Park Blvd., Sunrise, FL 33351  
Contact Person: Ray Norton  
Telephone Number: 754-321-4316  
Date of Completion: 11/2018

Custom Tree Care, Inc.  
Company Name (please print) Authorized Signature



Town of Golden Beach  
One Golden Beach Drive  
Golden Beach, FL 33160  
Phone 305-932-0744  
Fax 305-933-3825  
www.goldenbeach.us

**PROPOSERS CERTIFICATION, RFP # 2021-001 Disaster Recovery Services**

I have carefully examined the Request for Proposal, Instructions for Bidders, Terms and Conditions, proposal forms and all other documents accompanying or made a part of this Request for Proposal. I hereby propose to furnish the commodity or services specified in the Request for Proposal at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of forty-five (45) days in order to allow the Town adequate time to evaluate the proposals. I certify that all information contained in this Request for Proposal is truthful to the best of my knowledge and believe I further certify I am duly authorized to submit this proposal on behalf of the vendor/Consultant as its act and deed and that the vendor/Consultant is ready, willing and able to perform if awarded this RFP. I further certify, under oath, that this bid/proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a bid/proposal for the same commodity or service; no officer, employee or agent of the Town of Golden Beach or of any other bidder/proposer interested in said bid/proposal; and that the undersigned executed this bidders/proposers certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Custom Tree Care, Inc.  
Name of Business Sworn to and subscribed before me  
By: this day of March 25<sup>th</sup>, 2021, 2007.

Signature

Name & Title, Typed or Printed Signature of Notary

Greg Grothers, President

Notary Public, State of Kansas

Mailing Address

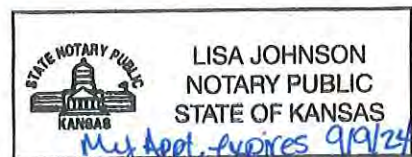
604 SW 29<sup>th</sup> St. PMB #130, Topeka, KS 66604

City, State, Zip Code -or-

Personally Known X

Produced Identification \_\_\_\_\_

785-478-9805  
Telephone Number



**Town of Golden Beach  
One Golden Beach Drive  
Golden Beach, FL 33160  
Phone 305-932-0744  
Fax 305-932-3825  
www.Goldenbeach.us**

**DRUG FREE WORKPLACE CERTIFICATION  
RFP # 2021-001 Disaster Recovery Services**

In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid/proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Custom Tree Care, Inc.

Company Name (please print) Authorized Signature



Addendum No. 01

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

I hereby acknowledge receipt of Addendum No. 01 for the **TOWN OF GOLDEN BEACH  
DISASTER RECOVERY SERVICES RFP #2021-01.**

Name of Bidder: Custom Tree Care, Inc.  
Print or type name of firm

By: Greg Gathers Title: President  
Print or type name and Title of authorized company official

Signature: [Signature]  
Signature OF authorized company official

Date: April 12, 2021

END OF SECTION

Addendum No. 01 & No. 02

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

I hereby acknowledge receipt of Addendum No. 01 & No. 02 for the **TOWN OF GOLDEN BEACH DISASTER RECOVERY SERVICES RFP #2021-01.**

Name of Bidder: Custom Tree Care, Inc.  
Print or type name of firm

By: Greg Gathers Title: President  
Print or type name and Title of authorized company official

Signature: [Signature]  
Signature OF authorized company official

Date: April 15, 2021

END OF SECTION

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or



will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.