NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

Tuesday, October 1, 2024 at 6:00 PM
1666 Kennedy Causeway, #101, North Bay Village, FL 33141

The meeting agenda is available online at:
https://northbayvillage-fl.gov/agendas-minutes

Elected Officials and Village staff will participate from the physical meeting location. Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch or call in to the meeting by following these instructions:

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION: The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The Village highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.
Watch the Public Meeting: https://northbayvillage-fl.gov/videos TV Channel 661 Facebook Live
Participate in the meeting via Zoom: Meeting ID: 893 4680 3746 | Passcode: 828154
Listen via telephone to the Virtual Public Meeting: 1-305-224-1968 or 1-929-205-6099
For technical support during the meeting, please contact: (786) 309-4991

PUBLIC COMMENTS

Public comments will be accepted by the following means:

IN-PERSON COMMENTS: Members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

VIRTUAL COMMENTS: ***Public comments will also be accepted during the meeting using the virtual meeting platform.***

VIA E-MAIL TO: publiccomment@nbvillage.com

Interested parties or their authorized representatives may address the Commission and/or Board via written or electronic commentary ("e-comments") by emailing the Village Clerk at least two (2) hours prior to the commencement of the meeting. E-comments will not be read during the meeting but will be distributed to the Village Commission or Board prior to the commencement of the meeting. You may send your concerns with the subject line "PUBLIC COMMENT" and the following information in the body of the email: your name, address, if you are a hired Consultant or Village Employee, and/or if you are engaged in lobbying activities and/or representing an organization.

PUBLIC RECORDS

The meeting will be recorded for later viewing and is a public record. Minutes of the meeting will be taken and will be made available.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY VILLAGE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, 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. AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE VILLAGE CLERK, NORTH BAY VILLAGE, 1666 KENNEDY CAUSEWAY. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171 EXT 45. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT www.northbayvillage-fl.gov.

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT 786-224-8070 NO LATER THAN FIVE DAYS PRIOR TO SUCH PROCEEDING. TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT 786-224- 8070 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

LOBBYING ACTIVITIES

Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Village Clerk prior to engaging in lobbying activities per Village Code Sec. 38- 17. ""Lobbyist"" specifically includes the principal, as well as any agent, officer or employee of a principal, regardless of whether the lobbying activities fall within the normal scope of employment of the agent, officer or employee. The term ""lobbyist"" specifically excludes the following persons: lobbyists hired by the Village who are communication with Village personnel in the course of performing under their contracts; attorneys or other representatives retained to represent individuals and corporate entities in quasi-judicial proceedings where the law prohibits ex -parte communications; expert witnesses who only provide scientific, technical or other specialized information or testimony at public meetings; employees of the principal who do not engage in lobbying activities and representatives of non-profit organizations who only appear at publicly noticed meetings, without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support or opposition to any item.

Have questions or need additional information? E-mail: villageclerk@nbvillage.com

Call: 305-756-7171

North Bay Village

OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
1666 Kennedy Causeway, #101, North Bay Village, FL 33141
Meeting ID: 893 4680 3746 | Passcode: 828154
Tuesday, October 1, 2024
6:00 PM

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the board shall be barred from further appearance before the board by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the commission members present. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. Signs or placards may be disallowed in the commission chamber by the presiding officer. Persons exiting the commission chambers shall do so quietly.

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ADDENDUM NO. 1 - Released September 27, 2024
(Items in *red* contain updated information)

1. Opening Items
A. Call to Order
B. Roll Call
C. Pledge of Allegiance
D. Invocation

2. Order of Business

3. Presentations
A. Proclamations and Awards

B. Special Presentations to Commission

3.A. Community Rating System (CRS) Update

3.B. Recognition for NBV Police Detective Tom Columbano for his 28 years of Public Safety Service - Interim Village Manager Frank K. Rollason (Chief of Police Carlos Noriega)

3.C. Presentation of Unsung Hero Award - Sponsored by Commissioner Rachel Streitfeld

UnsungHero.png

3.D. Presentation by Mindfully Virtual, LLC on Enhancing Operational Efficiencies in the Village

4. Open Forum

5. Approval of Commission Minutes

5.A. Approval of the following Meeting Minutes - Village Clerk, Alba L. Chang

*** July 11, 2024 - Budget Workshop**
*** September 10, 2024 - First Budget Hearing**
*** September 10, 2024 - Regular Commission Meeting**

07.11.2024 Budget Workshop - Draft.pdf
09.10.2024 - Budget Hearing Draft.pdf
09.10.2024 - Regular Mtg. DRAFT .pdf

6. Advisory Board Minutes/Written Reports.

7. Village Commission's Report

8. Village Attorney's Report

9. Village Manager's Report

For detailed reporting of the prior month's expenditures, please visit the Finance Department webpage on the North Bay Village website at: NBV Finance Department

9.A. Stormwater Program Monthly Update (July & August)

1. Monthly Report - July and Aug.pdf
2. NBV Design Support Services-BCC Master Schedule.pdf

10. Village Clerk's Report

10.A. Village Clerk Report for September of 2024

11. Consent Agenda

A. Staff Items

B. Proclamation/Award/Village Key Requests

11.A. A Resolution Approving an Update to the Master Fee Schedule - Interim Village Manager Frank Rollason

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN UPDATED FEE SCHEDULE FOR ADMINISTRATIVE SERVICES, BUILDING FEES, AND ZONING FEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the proposed updated fee schedule.

Reso Amending Fee Schedule - October 2024.DOCX

Master Fee Schedule - October 2024.docx

11.B. A Resolution Authorizing the Usage of Avis Budget Group, Inc. for Rental Vehicles Services via a State of Florida Piggyback Contract - Interim Village Manager Frank Rollason (Deputy Chief of Police Samuel Bejar)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE USAGE OF THE AVIS BUDGET GROUP, INC. FOR RENTAL VEHICLES UTILIZING A CONTRACT COMPETITIVELY BID BY THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the proposed Resolution and authorize the Village Manager to execute any necessary documents for vehicle rental services.

Resolution - Avis Budget Group

State Contract - FL Dept Mgn. Serv.

State Contract Amendment

11.C. A Resolution Approving Work Order ARD24.04 with Ardurra Group Inc. in the amount of $108,660 for Easement/Land Acquisitions for the Stormwater Program Proposed Pump Station & Outfall Locations - Interim Village Manager Frank Rollason (Public Works Director Marlon Lobban)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO ARDURRA GROUP, INC. FOR EASEMENT ACQUISITION SERVICES FOR OUTFALLS AND STORMWATER PUMP STATIONS IN AN AMOUNT NOT TO

EXCEED $108,660; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve Work Order ARD24.04 with Ardurra Group, Inc. in the Amount of $108,660.00 for Easement & Land Acquisition associated with the Stormwater & Roadway Improvement Program.

Resolution - Ardurra - Easements - Stormwater Impr. DOCX
Exhibit A - WO4- Outfalls and Stormwater.pdf

11.D. A Resolution Approving a Florida Department of Environmental Protection (FDEP) Grant Agreement for Harbor Island Outfall Improvement Project - Interim Village Manager Frank Rollason (Public Works Director Marlon Lobban)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A $2,000,000 STATE APPROPRIATION FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE VILLAGE'S HARBOR ISLAND OUTFALL IMPROVEMENT PROJECT; APPROVING A GRANT AGREEMENT WITH FDEP (C2302); PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

It is recommended that the Village Commission accept the $2,000,000 State Appropriation and Execute Grant Agreement C2302 with the Florida Department of Environmental Protection for the upgrade of the existing stormwater infrastructure.

Resolution- FDEP Grant HI Outfall Improvements.DOCX
Exhibit A - Grant Agreement C2302.pdf

11.E. A Resolution Approving a Contract with BellTower Group, LLC for Grant Writing Services - Interim Village Manager Frank Rollason (Public Works Director Marlon Lobban)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BELLTOWER CONSULTING GROUP, LLC FOR AS-NEEDED GRANT WRITING SERVICES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING REQUIREMENTS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a Professional Service Agreement with BellTower Consulting Group, LLC for grant writing and support services structured as an hourly-based agreement and invoiced to the Village monthly as needed.

Resolution - Belltower Consulting - Grant Writing.DOCX

Agreement with Belltower Consulting - Grant Writing.DOCX
North Bay Village Proposal 9.3.24.pdf

11.F. A Resolution Approving First Amendment to Contract with TFR Enterprises for Disaster Debris Removal - Interim Village Manager Frank Rollason

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE DISASTER DEBRIS REMOVAL CONTRACT WITH T.F.R. ENTERPRISES, INC.; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve an amendment to the disaster debris removal contract to provide for month-to-month renewals during the solicitation process.

Resolution - TFR Enterprises For Disaster Debris Removal.DOCX
First Amendment -TFR Enterprises- Disaster Debris Removal
.DOCX Disaster Debris Removal - TFR Enterprises Inc 2018.pdf
Renewal thru 10.18.24.pdf

11.G. A Resolution Approving a First Amendment to a Mutual Aid Agreement with Miami Dade County Providing for Concurrent Jurisdiction at the New Public Works Facility Site Located at 1353 NW 79 Street - Interim Village Manager Frank Rollason

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE WITH MIAMI-DADE COUNTY, FLORIDA, TO PROVIDE FOR CONCURRENT JURISDICTION IN AND AROUND 1353 NW 79TH STREET, MIAMI, FLORIDA 33147; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve an amendment to the Mutual Aid Agreement for operational assistance with Miami-Dade County.

Resolution Amend. 1 to MAA - MDC - 1353 NW 79 S.DOCX
Amendment 1 to MAA- MDC - Conc. Jurisdiction.DOCX MAA
MDCPD - Mutual Aid Agreement- EXP 1-1-2025.pdf

12. First Reading of Ordinances

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to crossexamination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine

witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

12.A. An Ordinance Repealing Section 52.02, "Garbage from Domestic or Industrial Food Grinders" - Sponsored by Vice Mayor Richard Chervony and Commissioner Andy Daro

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, REPEALING SECTION 52.02, "GARBAGE FROM DOMESTIC OR INDUSTRIAL FOOD GRINDERS," OF THE VILLAGE CODE OF ORDINANCES TO ELIMINATE THE PROHIBITION ON GARBAGE DISPOSAL INSTALLATIONS IN THE VILLAGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance Repealing Sec. 52.02 Garbage Disposals.DOC

12.B. An Ordinance Amending the Village Code to Allow the Use of Publicly Accessible Website Designated by Miami-Dade County for the Publication of Legally Required Advertisements

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES BY CREATING SECTION 10.17, "ADVERTISEMENT AND NOTICE BY PUBLICATION ON A PUBLICLY ACCESSIBLE WEBSITE," TO ALLOW FOR THE PUBLICATION OF LEGALLY REQUIRED ADVERTISEMENTS AND NOTICES ON A PUBLICLY ACCESSIBLE WEBSITE AS PERMITTED BY CHAPTER 50, FLORIDA STATUTES, AS MAY BE AMENDED; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance - Publication of Notices on Publicly Accessible Website

13. Public Hearings

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

14. Discussion/Action Items

A. Unfinished Business

B. New Business

14.A. Discussion Regarding the Inlet Filters Policy and Implementation - Sponsored by Mayor Brent Latham

14.B. Discussion on Potential Water Taxi Services in the Village - Sponsored by Mayor Brent Latham

Elixr Miami Electric Water Taxi.pdf
Vogel Park Dock Design Site Plan.pdf

15. Adjournment

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT 305-756-7171 EXT. 45 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING.

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TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

ITEM NO. 3.A

North Bay Village
Recommendation Memorandum

DATE: October 1, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Leo Cosio,

SPONSORED BY:

SUBJECT: Community Rating System (CRS) Update

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ITEM NO. 3.B

North Bay Village
Recommendation Memorandum

DATE: October 1, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY:

SUBJECT: **Recognition for NBV Police Detective Tom Columbano for his 28 years of Public Safety Service - *Interim Village Manager Frank K. Rollason (Chief of Police Carlos Noriega)***

RECOMMENDATION

BACKGROUND AND ANALYSIS

After 28 years of selfless public safety service to the NBV community, Detective Tom Columbano has made the decision to retire from our Agency and move on to other endeavors. Throughout his stellar career with the NBVPD, Detective Columbano has served in various capacities including Patrol, Investigations, Backgrounds, and Internal Affairs. Tom has exemplified the best of what our Police Department represents, and he has done so with passion, dignity, and resolve. Throughout his career, Detective Columbano has demonstrated an unwavering commitment to his profession and has shown the courage to take on the most difficult challenges in law enforcement…to include confronting public corruption.

Tom has been recognized several times throughout his career, to include his most recent award from FISA for his outstanding work with white collar/financial crimes. Our Agency has been fortunate to have an exemplary law enforcement professional of Tom Columbano's caliber for almost three decades. He will be missed but we are a much better organization because of all his contributions. Good luck Tom!

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE

PERSONNEL IMPACT

NONE

ITEM NO. 3.C

North Bay Village
Recommendation Memorandum

DATE: October 1, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Julie Leonardi, Director of Communications

SPONSORED BY: Commissioner Rachel Streitfeld

SUBJECT: Presentation of Unsung Hero Award - ***Sponsored by Commissioner Rachel Streitfeld***

RECOMMENDATION

BACKGROUND AND ANALYSIS

North Bay Village established the Unsung Hero Award program in 2023 to recognize persons who exemplify acts of good citizenship. Frequently persons volunteer in various ways to make North Bay Village a better place to live, work, and play and receive no acknowledgment for their work. The Village recognizes that the strength of a community is dependent upon a strong network of citizens who devote time and effort to improve the quality of life by helping others.

Nominations for the Unsung Hero Award are accepted throughout the year and reviewed by a staff-led board with a rotating elected official from the Dias every quarter. Elected officials may not receive the award. The North Bay Village Commission will publicly recognize the award recipient quarterly with an Unsung Hero Award at an official Village Commission Meeting.

The following guidelines were established for the quarterly Unsung Hero Award:

- Humanitarian efforts
- Volunteerism & Community leadership
- Providing opportunities for youth
- Exemplifying good citizenship

Volunteer work can be performed in Schools, churches, homes Parks, public land Businesses, and work place.

This quarter's Unsung Hero Award is being presented to Indira Shakti.

Nominator: Priscilla Salvador

Ms. Shakti moved to North Bay Village in 2018, and since then, she has dedicated countless hours to volunteering in our community. She served as Chair of the Resident Services Board for four years, where one of her first initiatives was to establish a newsletter. Additionally, she has volunteered with the NBV Optimist Club to assemble Thanksgiving baskets for those in need and has contributed her time by serving on Treasure Island Elementary School (TIES) Parent Teacher Association. Most recently, Ms. Shaki held the position of Vice-Chair of the Charter Review Board. Her presence at local NBV events has inspired others to get involved in the community.

Among her many accomplishments, I am particularly proud of her commitment to the Animal Advisory Board. Indira tirelessly feeds over 30 cats in our neighborhood and has successfully trapped two of them, who have since been neutered and adopted into loving homes. It is with great pride that I nominate her for this recognition.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
$50 Gift card from Commissioner Streitfeld's budget

PERSONNEL IMPACT
None

ATTACHMENTS
UnsungHero.png


NBV
UNSUNG HERO AWARD
KNOW SOMEONE WHO IS DEDICATED TO OUR COMMUNITY? LEADS HUMANITARIAN EFFORTS? AN EXEMPLARY NEIGHBOR?
NOMINATE YOUR NEIGHBOR FOR THE UNSUNG HERO AWARD! VISIT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/UNSUNG-HERO-AWARD/
FOR MORE INFORMATION!

ITEM NO. 3.D

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: October 1, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Presentation by Mindfully Virtual, LLC on Enhancing Operational Efficiencies in the Village

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Ms. Indira Shakti from Mindfully Virtual, LLC will provide an update to the Village Commission on the following topics:

* Project Management Implementation
* Public Arts Template Task
* Treasure Island Road Reconstruction Template
* Performance Metrics Implementation

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ITEM NO. 5.A

North Bay Village
Recommendation Memorandum

DATE: October 1, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Approval of the following Meeting Minutes - Village Clerk, Alba L. Chang

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RECOMMENDATION

*** July 11, 2024 - Budget Workshop**
*** September 10, 2024 - First Budget Hearing**
*** September 10, 2024 - Regular Commission Meeting**

BACKGROUND AND ANALYSIS

The Village Commission held meetings and Minutes are being provided for the Commission's consideration and approval for the following Meetings:

* July 11, 2024 - Budget Workshop
* September 10, 2024 - First Budget Hearing
* September 10, 2024 - Regular Commission Meeting

It is recommended that the Village Commission approve the meeting minutes, as presented.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

07.11.2024 Budget Workshop - Draft.pdf
09.10.2024 - Budget Hearing Draft.pdf
09.10.2024 - Regular Mtg. DRAFT .pdf

North Bay Village

VILLAGE COMMISSION BUDGET WORKSHOP MINUTES

JULY 11, 2024, 6:00 P.M.

1666 Kennedy Causeway, Suite 101, North Bay Village, FL. 33141

(In-person and virtual via Zoom. See below for details)

Meeting ID: 818 7224 7275 | Passcode: 859610

1. Opening Items

A. Call to Order

a. Mayor Latham called the meeting to order at 6:03 p.m.

B. Roll Call

a. Present were the following Commission Members:
Mayor Brent Latham
Vice Mayor Richard Chervony
Commissioner Goran Cuk
Commissioner Andrew Rotondaro
Commissioner Rachel Streitfeld

C. Pledge of Allegiance

2. Discussion Items

2.A Discussion on the Proposed Five-Year Capital Improvement Program for Fiscal Year 2024-2025 Through Fiscal Year 2028-2029 - Village Manager, Ralph Rosado, Ph.D., AICP

Chief Financial Officer Angela Atkinson presented the 5-year capital improvement program.

Mayor Latham asked the Village Staff to start with the significant ongoing projects. Because the Village is in a strong financial position, the budget must be handled cautiously. He asked to analyze the projects that will be executed and finalized in 2024-2025.

General Fund – Information Technology (IT)

Funds in this category are reserved for recurring computer expenses, such as replacing computer monitors.

Vice Mayor Chervony asked about the status of the LED screens.

Village Manager Dr. Ralph Rosado: The signs had been broken for some time, and the residents wanted to replace them. We polled the residents on how they wanted to receive Village information. The results showed that not many cared about the LED screens.

IT Director Johnny Saavedra: The cost of replacing the screens was about $40,000.

Commissioner Cuk asked for recommendations/alternatives.

IT Director Johnny Saavedra: Recommended to focus on placing a screen on the East and West entrances.

Police

Budgeted expenses in this category include the replacement of body-worn cameras and Tasers.

Building Fund

This category includes fees and costs for the ELP Tyler Software for permitting and integration.

Commissioner Streitfeld asked if the new system would integrate new building permit submittals. She would like a description of the new, fully electronic systems in place as soon as possible.

Streets Maintenance

- Village Wide Landscaping Medians & Bulb Improvements. These are ongoing projects year-round that are addressed as needed. This is a standard maintenance expense that can be used as needed.
- Entranceway Sign West: There are initiatives to replace the sign marking the entranceway into the Village for those coming from the West. Vice Mayor Chervony stated that the Florida Department of Transportation [FDOT] had many difficulties permitting the sign. Village Manager Rosado replied that FDOT had approved the sign's location on Pelican Harbo but the sign's text was still debated.
- Dog Park Turf: Commissioner Streitfeld asked why the project was extended beyond Fiscal Year [FY] 2025-2026. She would like priority placed on replacing the grass turf as soon as possible. Chief Financial Officer Angela Atkinson asked if the Commission concurred with this directive, and Commissioner Streitfeld reiterated the desired deadline for this project. She Requested permeable turf and suggested getting a Public Records Request from the neighboring cities to learn the costs and efforts they place into maintaining their parks. Residents have asked for more water fountains and more shade.

Citizen's Independent Transportation Trust (CITT)

Projects TF24-02 and TF24-03 received an additional $256,000 in funding. Vice Mayor Chervony wanted to know why the traffic circle was budgeted, and Mayor Latham said he is having trouble explaining to residents why roads have not been repaved.

Public Work Director Marlon Lobban: The pavement project is in the design phase.

DRAFT

Given the ongoing stormwater projects, the Commission discussed whether the Village could undertake this project. It then reached a consensus on repaving Treasure Island.

Mayor Latham urged the Village Manager to communicate with residents about the ongoing projects.

The Treasure Island Road improvements have been budgeted with the General Obligation Bond [GOB]. Mayor Latham expressed that this project should be prioritized and finalized for completion.

Capital Project Fund

The desired goal is to complete the Kennedy Causeway project. Mayor Latham explained that the Village wants a broader sidewalk, but a third party is involved.

- Enhancements to the electrical portions at Vogel Park will be made.
- The Botanical Garden on the West Side of the Galleon Street line item does not include costs for the rooftop garden.

Capital Fund – GOB Village Hall

Vice Mayor Chervony believes there is a $15 million shortfall. The Village cannot depend on Miami Dade County funds until they are approved and released by the County. Since these funds have not officially been disbursed, Vice Mayor Chervony asked what account would offset the costs. Village Manager Rosado said the money would be from the General Obligation Bond.

GOB Park / TIES Fund

Village Manager Rosado said the Public Works Department has not moved out, and remediations have not begun but will soon.

Utility Fund

- The Satellite Yard item is to prepare for the move.
- The Causeway Décor is for uplighting and additional beautification outside of landscaping.

Sanitation Projects

- The Public Works Department proposed replacing 30 dumpsters.

Sewer Improvement Fund

- Infiltration Repairs: Additional repairs were proposed for the South basin repairs.

DRAFT

Stormwater Operating Fund

- CFO Atkinson recommended leasing a VAC truck to clean the streets and prevent debris from clogging stormwater drains during heavy rainstorms.
- To address the flooding, the Public Works Department proposed portable pumps, hoses, fittings, and trailers for Treasure and Harbor Island. Public Work's Director Marlon Lobban said the estimated about $20,000 for each pump for the 12-inch hole. Equipment for staff to respond to different needs during storms was proposed.

Stormwater Capital Fund - Projects

Public Work Director Marlon Lobban said the Village has funds available for this project which will likely be adjusted next fiscal year.

DRAFT

3. Public Comment

Jose Parada – Treasure Island

4. Adjournment

There being no further business to discuss, the meeting was adjourned at 7:10 p.m.

Respectfully submitted,

Accepted this 1st day of October of 2024.

_____
Brent Latham, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

North Bay Village

FIRST PUBLIC BUDGET HEARING
September 10, 2024, | 6:00 P.M.
1666 Kennedy Causeway, Suite 101, North Bay Village, FL. 33141

Meeting ID: 848 5788 1475 | Passcode: 102000

Proclamation Presentation:

In the interest of time, Vice Mayor Chervony requested to start with the Childhood Cancer Awareness Month proclamation presentation to Silvia Dominguez Vanni for her work on the Mystic Force Foundation dedicated to raising funds to aid pediatric cancer research and treatment. Special recognition went to two young children: Jake "Super Jake" Thomas, and Megan, who are cancer-free.

1. **Opening Items**
   - **A.** ***Call to Order*****:** Mayor Latham called the meeting to order at 6:14 p.m.

   - **B.** ***Roll Call*****:** Present were the following Commission members –
     - Mayor Brent Latham
     - Vice Mayor Richard Chervony
     - Commissioner Goran Cuk
     - Commissioner Andrew Rotondaro
     - Commissioner Rachel Streitfeld

   - **C.** ***Pledge of Allegiance***
     - The *Pledge of Allegiance* was recited.

   - **D.** ***Invocation*****:** None

2. **New Business**

   2A. Resolution Adopting the Proposed Millage Rate for Fiscal Year 2024-2025 in the Amount of 5.7062 Mills, 10.31 Percent Higher than the Roll-back Rate of 5.1725 Mills – Interim Village Manager, Frank Rollason.

   A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, ESTABLISHING AND ADOPTING THE PROPOSED MILLAGE RATE FOR THE FISCAL YEAR 2024-2025 IN THE AMOUNT OF 5.7062 MILLS, WHICH IS 10.31 PERCENT HIGHER THAN THE ROLL-BACK RATE OF 5.1725 MILLS, TO BALANCE THE GENERAL FUND; ESTABLISHING THE DEBT SERVICE MILLAGE RATE IN THE AMOUNT OF 1.1666 MILLS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

   Mayor Latham requested that the budget presentation be displayed one page at a time, and the Commission will ask for clarification when needed.

On page eight of the presentation slide, Vice Mayor Chervony recommended on line 2 of the General Fund Departments – Village Commission breakdown: Reclassify the Chief of Staff to Commission position to Legislative Aide with an adjusted annual salary of $48,000.

Commissioner Streitfeld recommended the Commission come as close as possible to a consensus to expedite the finalized budget hearing on September 24, 2024.

The final, agreed-upon course of action was to maintain the proposed budgeted amount of $75,000 and create an announcement advertising the position with a salary range of $48,000 up to $75,000, dependent on a candidate's qualifications/experience. Additionally, a thorough explanation of performance measures during the interview process is needed to screen the pool of applicants thoroughly and find the most qualified individual.

Mayor Latham suggested that funds allocated for the Commission's travel expenses on page eight, lines 4 through 9, be wisely used in the new fiscal year by reducing the number of Village staff that travel alongside the Commission.

Vice Mayor Chervony asked for clarification on line 20 of the General Fund Departments—Village Commission breakdown: Contingency, including Island Walk Assistance. Commissioner Rotondaro explained the expense supplements the Island Walk project with amenities/maintenance.

Vice Mayor Chervony said this expense falls under the General Government category.

Mayor Latham seek clarification as there was no distinction between Village Projects and Commission Projects. He also commented on line 17 on the same page about the Miami Beach Chamber of Commerce Membership fees: He asked for a copy of the agreement to learn what the Village is paying with the membership costs.

Mayor Latham recommended keeping the membership with the Florida League of Mayors because it is inexpensive and can be a good resource.

On line three of page 11 of the General Fund Departments – Finance breakdown: Commissioner Streitfeld said all internal resources and personnel should be utilize to meet grant application deadlines by implementing more cohesion among Village Departments.

Interim Village Manager Rollason recommended hiring a grant specialist who dedicates the time to seeking and applying to all eligible grants, monitoring deadlines, and tracking all grants awarded to the Village. Commissioner Cuk wants to sit with the Village Manager and the Chief Information Officer to implement modern technology into the grant application process.

Commissioner Streitfeld urged the Village not to become overzealous when applying for grants that require a specific project as part of the eligibility terms.

Mayor Latham asked if the allocated amount on line eight of the same page is typical, to which the Village Manager explained he would like more engagement on a state and federal level to connect with other municipalities on changes to policy, laws, and processes, especially with FEMA aid.

DRAFT

Vice Mayor Chervony appreciates the Compensation Personnel line item six, which shows the payouts for retiring employees.

Village Attorney Haydee Sera corrected the amount on line 2 of the General Fund Departments – Legal Services breakdown on page 12: It should be $50,000 totaling $431,448. The increase covers CBA negotiations.

Mayor Latham asked the IT Director to explain the expense on page 13 of the General Fund Departments – IT Services breakdown found on line four: These funds are for software programs used by the Village, such as Tyler Technologies for bookkeeping, permitting software tools; etc.

On page 14 of the General Fund Departments – General Government breakdown, Mayor Latham asked about line eight allocated to State Lobbyist fees. Chief of Staff Cosio explained the original contract was for $45,000, but incorporating the Miami Dade County Public School (MDCPS) into the agreement increased the total to $55,000.

Mayor Latham instructed to contact MDCPS before the final Budget Hearing on September 24, 2024, because lobbying services are no longer needed. He is not opposed to keeping the agreement in place but wants to learn if the amount can be negotiated.

Commissioner Streitfeld inquired about the following:

- Village Clerk to research the meeting where the North Bay Village Chamber of Commerce Presentation occurred.

- The General Fund Departments – General Government breakdown line 29 indicates an increase from $5,000 to $8,000 for an employee wellness program on page 16.

- Line 32 for Contract Services - Pay-by-Phone fees.

- Street lighting project was complete because she did see it on the budget presentation. Funds should be allocated for general, standard maintenance of lighting devices. The funds for these labors are allocated under Public Works.

The Village staff will provide clarification on these inquiries by September 24, 2024.

Chief of Police Carlos Noriega and Deputy Chief of Police Samuel Behar came forward to address the Commission and explained the increases found on the General Fund Departments – Police breakdown on pages 17-21. The NBV Police Department is fully staffed; therefore, funds for personnel increased. The increase in force leads to additional supplies, materials, armor, vehicles, technology, training, accreditation, and weapons, impacting the rise.

Mayor Latham spoke about finally incorporating a Marine Patrol Unit on Biscayne Bay. As an island community, he adamantly expressed how the Village should strive to be a stand-out example in marine patrolling. Local police presence on the water ensures boater/water safety and reassures the community that they are being protected against nefarious water conditions that are occurring at present.

DRAFT

Chief of Police Noriega stated that now was an ideal time to implement the program and the wave runner. He has scheduled several officers with boat experience on a preliminary schedule to patrol the bay several hours a day, seven days a week. The full seven-day schedule can be modified once the conditions on the bay are better known. The program can launch when the chosen officers complete training in the next few weeks.

Chief of Police Noriega requested aid from the Commission so that the police department could begin applying for grants.

Vice Mayor Chervony asked about the Forfeiture pool. Chief of Police Noriega plans to use some of these funds to mitigate police costs. Deputy Chief Behar was working on claiming and receiving the funds owed.

Mayor Latham pointed out the following items he would like to discuss on the General Fund Departments – Recreation and Human Services breakdown on page 22. He mentioned how Treasure Island Elementary dropped to a C school in state academic testing, recommending the Commission to offer more educational support to the new principal while urging us to find a balance between all the parties that provide educational contributions to County educational facilities and cautioned us not to overextend ourselves.

The Miami Beach Chamber of Commerce has an educational foundation that contributes to local schools. He offered to talk with them about tapping into these funds and offset Village expenses on TIES.

He mentioned several factors to support his point: The bulk of taxes paid by NBV goes to MDCPS, which in turn disseminates a small amount back to the Village for Treasure Islands Elementary School (TIES). Secondly, the Village has absorbed many costs to improve, repair, and maintain the school's infrastructure and surrounding areas. Finally, the Village has spearheaded several programs currently available to TIES. The Village has contributed more than enough and urges us to insist on not taking on too many expenses when nearby entities can mitigate the costs. He reiterated his commitment to support TIES but wants closer monitoring of how much more is allocated when we bear many current costs.

Commissioner Streitfeld recommended creating an informal list of all the services, amenities, agreements, provisions, and programs we fund at TIES. This list should lead to a clear and compelling document containing Village contributions at TIES beyond standard requirements. She said it could be a helpful tool for the Village to renegotiate allocation terms between MDCPS and NBV.

Vice Mayor Chervony brought everyone's attention to the Parks and Recreation Programming Supervisor on item five on page 22 of the General Fund Departments – Recreation and Human Services breakdown. He wanted confirmation that this was solely for Coach Anthony Creece's children's sports program on Tuesday/Thursday evenings.

Coach Creece came forward to address the Commission he explained the program to include basketball, baseball/softball, flag/tag football, and "*fun days*" designed to entertain and forge bonds amongst the children on the teams. The program has successfully doubled in size in the past year.

DRAFT

Vice Mayor Chervony stated a family interested in having their child participate could not afford the membership fee. Spearheaded by Commissioner Streitfeld, the dais, and the Village Manager pooled funds together to sponsor the child. He suggested raising the cost per person by $5.00 or $10.00 and allocating the difference as a scholarship or aid program to cover costs for those who cannot afford it. He does not want any child excluded because of financial issues. A Village Staffer should oversee the Tuesday/Thursday evening administration to announce the opportunity and screen for those needing aid.

Mayor Latham said all the revenues from the soccer program come directly into the Village via the online registration form. He has repeatedly requested a reconciliation report of these payments to see how much revenue is earned through the program vs. the expenses required to maintain it and make decisions on any changes thereafter. He agrees with Vice Mayor Chervony on the financial difficulties should not interfere with a child's desire to play but does not want to raise current rates, which charge $325 for non-NBV residents and $275 for Villager residents. The rate difference is divided in half between the coach and the Village. He said further increases in the fees can cause further exclusion.

Vice Mayor Chervony said to use the Village's half to fund the aid program. Mayor Latham wants a report on how the Village's $25 is used and how much is in the pot.

Commissioner Streitfeld asked which line-item funds Saturday's free soccer program. Coach Creece said Tuesday/Thursday fees cover the costs of running the Saturday program. He requested lighting to illuminate the field because the entire space is filled with kids.

Mayor Latham instructed to add the costs to the budget breakdown.

Commissioner Streitfeld asked about line item 21 on page 23 of the General Fund Departments – Recreation and Human Services breakdown. Village Manager Rollason mentioned that the amount in the budget does not mean all the money was spent. The expenses from the pool of funds are the most accurate figure we must find before the September 24, 2024, Final Budget Hearing.

Commissioner Streitfeld requested the following changes: Line 22 on page 23 should read "After School Arts." She instructed Mr. Cosio to find more money to fund after-school programs catering to interests other than sports.

Mayor Latham said the December Camp programs are doubling the costs of participation. He said the Summer Program is also gaining popularity, and that is a free amenity funded by the Village. Because of this, he wants a breakdown of the individuals participating in each Seasonal Program to ensure inclusivity amongst all the nearby children without encroaching on NBV kids. He receives complaints annually from NBV residents who cannot register their child in a camp.

Commissioner Streitfeld recognized Sergeant Amy's efforts in the camp programs but asked to operationalize the administrative side of the program to allow cross-coverage and organize these programs successfully: Proper emphasis placed on NBV's kids, proper records of participants, pricing [if applicable], and how the Village then uses funds.

Vice Mayor Chervony said to seek out funding options for recreational programs.

DRAFT

Mayor Latham asked about line 16 on page 22 of the General Fund Departments – Recreation and Human Services breakdown: He wants to know if the budgeted amount includes donations offered to the Optimist Club.

Director of Communications Julie Leonardi explained the Saidi Sisters Memorial Scholarship awards a maximum of $2,000. The difference was divided into the Optimist Club and Sergeant Amy's Summer programs.

Mayor Latham asked to verify if we agreed to raise the scholarship amounts awarded to winners of the Saidi Fund and Optimist Club. He then asked about line 19 on page 23: Is $4,000 too much to allocate to ribbon-cutting/ground-breaking ceremonies? Ms. Leonardi agreed the amount could be reduced.

Under Special Revenue Funds – Building Fund, Mayor Latham brought attention to line 15 on page 27: He inquired about the $15,000 allocated to the Flood Plain Manager. Commissioner Streitfeld said the Flood Plain Manager ensures that new plans prepared for the Village are designed to Code.

Interim Village Manager Mr. Rollason added they also monitor elevation levels and assist the Village with obtaining flood insurance.

Mayor Latham said to research why $50,000 was budgeted for the Treasure Island Parking Study on line 25 on page 30 when the parking study was completed.

Mayor Latham proposed removing the ECO Bus and all related expenses from page 31 of the Special Revenue Funds—Transportation CITT breakdown.

Additionally, Mayor Latham advised that ARPA funds listed on line 1 of page 32 have been known to be abruptly garnished if not used. Mayor Latham asked to find out where the money could be spent.

On the Capital Projects Funds—Capital Projects breakdown on page 36, Mayor Latham asked about lines three through five. He reminded the Village that FDOT urged abandoning these projects due to numerous complications.

Director of Public Works Marlon Lobban said lines three and four were to re-stripe crosswalks, and line five fell under the FDOT project Mayor Latham mentioned. The line can be removed, returning $100,000 to be reallocated where needed.

Mayor Latham directed the Village Manager's Office to review the Capital Projects Funds – Capital Project on pages 35 and 36 to get an accurate count of how much falls within this category, given that money from other areas has now been freed. The Village Manager stated the Village needs funding for the remediation for $2.5 million.

PUBLIC COMMENTS: Doris Acosta – 1790 S. Treasure Drive

ACTION: Vice Mayor Chervony made a motion to approve the proposed millage rate. Commissioner Cuk seconded the motion.

DRAFT

Upon roll call vote, the motion passed 5-0, with Vice Mayor Chervony, Commissioner Cuk, Commissioner Rotondaro, Commissioner Streitfeld and Mayor Latham voting for.

2B. A Resolution Adopting the Tentative Budget for the Fiscal Year Commencing October 1, 2024, through September 30, 2025, and Confirming September 24, 2024, as the Date of the Second Budget Public Hearing – Interim Village Manager Frank Rollason.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, ADOPTING THE TENTATIVE GENERAL FUND AND CAPITAL OUTLAY BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; CONFIRMING SEPTEMBER 24, 2024, AS THE DATE OF THE SECOND PUBLIC HEARING; AUTHORIZING THE EXPENDITURE OF FUNDS APPROPRIATED IN THE BUDGET; ACKNOWLEDGING THE LEVY AND COLLECTION OF TAXES ON REAL AND PERSONAL PROPERTY AND OTHER REVENUES NECESSARY TO MEET THE EXPENDITURES PROVIDED IN THE BUDGET; PROVIDING FOR TRANSMITTAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Vice Mayor Chervony made a motion to approve the tentative budget. Commissioner Cuk Rotondaro seconded the motion.

Upon roll call vote, the motion passed 5-0, with Vice Mayor Chervony, Commissioner Rotondaro, Commissioner Cuk, Commissioner Streitfeld and Mayor Latham voting for.

DRAFT

3. Adjournment

ACTION: Commissioner Streitfeld made a motion to adjourn the meeting. Commissioner Daro seconded the motion, and it passed by unanimous voice vote.

There being no further business to discuss, the meeting adjourned at 8:30 p.m.

Accepted this 1st day of October 2024.

_____
Brent Latham, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

North Bay Village
REGULAR VILLAGE COMMISSION MEETING MINUTES

September 10, 2024, | 6:30 P.M.
1666 Kennedy Causeway, Suite 101, North Bay Village, FL. 33141

Meeting ID: 854 9603 6063 | Passcode: 427785

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1. **Opening Items**
   - **A.** ***Call to Order:*** Mayor Latham called the meeting to order at 8:50 p.m.

   - **B.** ***Roll Call*****:** Present were the following Commission members

     - Mayor Brent Latham
     - Vice Mayor Richard Chervony
     - Commissioner Goran Cuk
     - Commissioner Andrew Rotondaro
     - Commissioner Rachel Streitfeld

   - **C.** ***Pledge of Allegiance***
     - The *Pledge of Allegiance* was recited during an earlier meeting on the same evening.

   - **D.** ***Invocation*****:** None

2. **Order of Business**

   Commissioner Streitfeld pulled from the Consent Agenda item 11I. Village Attorney Haydee Sera informed the Commission of a recent change after the agenda had been finalized: The deadline for demolition of the public works site has been moved from September 15, 2024, to October 7, 2024.

   Mayor Latham pulled from the Consent Agenda item 11H.

3. **Presentations**
   - **A.** ***Proclamations and Awards***
   - **B.** ***Special Presentations to Commission***

   ~~**3A. Proclamation Presentation: Childhood Cancer Awareness Month**~~
   3B. Officer of the Quarter: Neighborhood Resource Officer Jessica Rojas Polanco

4. **Open Forum**
   - **A.** Doris Acosta – 1790 S Treasure Drive

5. Approval of Commission Minutes

A. ***Approval of the following Meeting Minutes*:**

- July 15 - Regular Commission Meeting
- July 18 - Second Regular Commission Meeting
- July 26 - Second Commission Budget Workshop
- August 15 - Special Commission Meeting

***ACTION*:** Vice Mayor Chervony made a motion to approve the meeting minutes for all four meetings. Commissioner Streitfeld seconded the motion, and it passed unanimously by voice vote.

6. Advisory Board Minutes / Written Report: None

7. Village Commission's Report

A. ***Commissioner Andrew Rotondaro:***

- 7918 W Drive Project: The project has been acquired, and initial steps have begun.
- Sidewalk Improvement Project: 90 percent of designs for the proposed sidewalks were due at the end of August, but a second bat study has delayed further progress.
- Island Walk - [In connection with Discussion / Action Item 14A]: Many buildings along the perimeter have been very responsive to the Village's outreach.
  1. 360 Condominium is the exception.
  2. Bayview Condominium: An easement document was found that indicates public access along the coastline must be available. The easement allows communications between the Village and the building to begin.
  3. Grandview Condominium: The building installed a fence, and the Village must find out who installed it.
  4. The Kennedy House: New information was revealed that several meetings had been scheduled and canceled under the previous Management, souring relations between the building and the Village.

B. ***Commissioner Goran Cuk:***

- Village Manager Frank Rollason: He appreciated the seamless transition in the Village Manager role and how efficiently Mr. Rollason has operated since being appointed. He added many stalled projects are now showing signs of progress in the brief time Mr. Rollason has been with the Village.

C. ***Commissioner Rachel Streitfeld:***

- Village Manager Rollason: Commissioner Streitfeld also appreciated Mr. Rollason's efforts.
- Mass Casualty Training: She attended the North Bay Village Police Department training session at Treasure Island Elementary and was duly impressed with the robust scenarios that simulated an emergency. She commended the department and other Village employees who organized/attended the training.
- Water Shed Management Board: Commissioner Streitfeld will meet with the Board on September 12, 2024. She will report on what county modifications were made to the Business Tax Receipt process for businesses that charter marine vessels. A county ordinance will also be introduced regarding how vessels operate on Biscayne Bay, which will directly impact Arhaus.

DRAFT

- Miami Dade County Budget Hearing: Commissioner Streitfeld sent Commission Chief of Staff Molina to attend on her behalf and learned the Village supports MDC's proposal to increase Marine Patrol funding.
- Recycling Initiative: She explored options on how the Village can mitigate cross-contamination of the recycling bins. Condominiums and multifamily units seem to be the areas that most neglect sorting recyclables from trash. She said the Sustainability and Resilience Task Force will regroup during the September meeting to discuss outreach options indicating how to sort discarded items properly.

D. ***Mayor Brent Latham:***

- The Coastal Mayor's Meeting: Mayor Latham publicly extended an invitation to attend on September 24, 2024, at Shuckers Waterfront Bar and Grill.
- Galeon Street Building: He praised Village Manager Rollason and his team for finally beginning the demolition process on the Galeon Street building.
- Mayor Latham said that, during his last term as Village Mayor, constituents want to see visible, tangible progress in construction projects and implementing new community resources. He is proud of the way the staff has handled the recent changes. North Bay Village is at the cusp of a renaissance.

8. Village Attorney's Report

9. Village Manager's Report: *For detailed reporting of the prior month's expenditures, please visit the Finance Department webpage on the North Bay Village website at: https://northbayvillage-fl.gov/finance-department/*

A. ***Communications and Special Events Report*****:** 2024, July/August
B. ***Traffic Enforcement Report*****:** 2024, August
C. ***Code Enforcement Report*****:** 2024, July/August
D. ***Project Status and Updates:***

- Shoma is current on their community contribution payments. To date, they have paid $1.8 million to the Village.
- The Treasure Island Elementary School field is open in the afternoon until close for residents to enjoy while the park is under construction. The soccer teams need portable bathrooms to accommodate members of the community.
- Mr. Rollason has begun organizing weekly staff meetings to build camaraderie and cohesiveness and ensure everyone is on the same page regarding Village matters.
- Village Hall: The project will appear on Miami Dade County's agenda for discussion and approval. The architects have finished the plans, and Village Manager Rollason wants to show them to the fire department in the coming days.
- Gantt Chart: He is creating a Gantt Chart for all Village projects that easily tracks the stage and progress of each construction site in the Village.

10. Village Clerk's Report

A. ***Village Clerk's Report*****:** 2024, July/August

11. Consent Agenda

A. ***Staff Items***

DRAFT

B. ***Proclamations / Awards / Village Key Requests***

11A. A Resolution Confirming Appointment of Interim Village Manager Frank Rollason and Ratifying the Offer Letter.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE APPOINTMENT OF FRANK ROLLASON AS INTERIM VILLAGE MANAGER; RATIFYING THE OFFER LETTER FOR INTERIM VILLAGE MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

11B. A Resolution Approving the Renewal of Employee Medical Benefits for Fiscal Year 2024/2025 - Interim Village Manager, Frank Rollason.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE RENEWAL OF HEALTH INSURANCE PLANS FOR THE FISCAL YEAR 2024-2025; APPROVING A NEW EMPLOYER-PAID SHORT-TERM DISABILITY PLAN FOR FISCAL YEAR 2024-2025; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE ANY NECESSARY AGREEMENTS OR DOCUMENTS FOR THE PLANS AND TO EXPEND FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11C. A Resolution Approving a Budget Amendment to Appropriate $25,520.88 of Federal Forfeiture Funds for Police Department Expenditures - Interim Village Manager (Deputy Chief of Police Samuel Bejar).

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2023- 2024, APPROPRIATING $25,520.88 OF FEDERAL FORFEITURE FUNDS FOR POLICE DEPARTMENT EXPENDITURES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11D. A Resolution Approving the Submission of an FDOT Landscape Beautification Grant to Benefit the Kennedy Causeway Landscape Median East of Pelican Harbor Drive - Interim Village Manager Frank Rollason (Leonardo Cosio).

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE SUBMISSION OF A 2024 APPLICATION FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) BEAUTIFICATION GRANT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11E. A Resolution Approving a Contract Award in the amount of $112,470, to Kenco Signs & Awning, LLC for the Fabrication and Installation of the East Entry Pylon Sign - Interim Village Manager Frank Rollason (Public Works Director Marlon Lobban).

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AWARDING INVITATION TO BID NO. 2024-002 TO KENCO SIGNS & AWNING, LLC FOR THE FABRICATION AND INSTALLATION OF THE EAST ENTRY

DRAFT

PYLON SIGN IN AN AMOUNT NOT TO EXCEED $112,470; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONSTRUCTION CONTRACT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11F. A Resolution Approving a Contract Award to The Christmas Palace in the Amount of $100,00 for Holiday Light Decorations - Interim Village Manager Frank Rollason (Public Works Director Marlon Lobban).

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING ALL SEASONS IMPORTS INC. D/B/A THE CHRISTMAS PALACE FOR HOLIDAY LIGHTING DECORATING DISPLAY SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 2024-001 IN AN AMOUNT NOT TO EXCEED $100,000 ANNUALLY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11G. A Resolution Approving a Contract with Atlantic Southern Paving & Sealcoating (ASPS) to Sealcoat and Striping the Roadways and Public Parking Area on Harbor Island in the amount not to exceed $154,675.00 - Interim Village Manager Frank Rollason (Public Works Director Marlon Lobban).

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CONTRACT WITH ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC FOR SEALCOATING AND STRIPING OF ROADWAYS AND PUBLIC PARKING AREA ON HARBOR ISLAND IN AN AMOUNT NOT TO EXCEED $154,675; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: On items *not* pulled during the *Order of Business* – Vice Mayor Chervony made a motion to pass the Consent Agenda items *not* pulled during the Order of Business. Commissioner Streitfeld seconded the motion, and it passed by unanimous voice vote.

11H. A Resolution Approving a Contract with Atlantic Southern Paving & Sealcoating (ASPS) to Sealcoat and Striping the Roadways and Public Parking Area on Harbor Island in the amount not to exceed $154,675.00 - Interim Village Manager Frank Rollason (Public Works Director Marlon Lobban).

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A CONTRACT WITH ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC FOR SEALCOATING AND STRIPING OF ROADWAYS AND PUBLIC PARKING AREA ON HARBOR ISLAND IN AN AMOUNT NOT TO EXCEED $154,675; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Latham said there has been a lot of progress on Harbor Island and wants to know how the work from the previous management relates to the newer projects.

DRAFT

Public Works Director Marlon Lobban elaborated on the scope of the project and how it will integrate with recent construction: The repaving of location 7918 W Drive motivated the Village to repave all of Harbor Island. He said the streets will be torn to improve the stormwater drainage system in two years. Because of this massive undertaking, a “seal coat" was the best option economically and in terms of time to completion.

Mayor Latham wants to add another crosswalk to allow children and parents safe passage across 79 Street Causeway. Commissioner Rotondaro wants to know how many new crosswalks are included in the proposal.

Vice Mayor Chervony wants the sidewalks to have a slight ramp, so wheelchairs and strollers do not have to be raised to step onto the sidewalk from the street.

Mayor Latham said the Village Code states that any private construction project that breaks into Village streets or damages the pavement needs to be repaired at the individual’s expense. He said the 7918 W Drive Project has not repaired the damage it caused on public roads during its construction and has been insubordinate in complying with various Village Codes and Ordinances for some time. He wants to begin enforcing consequences for those who operate illegally with frequency.

Chief of Staff Leo Cosio met with 7918 W Drive and was told he would receive a schedule detailing the repairs from the site.

ACTION: Commissioner Rotondaro made a motion to approve item 11H. Vice Mayor Chervony seconded the motion, and it passed by unanimous voice vote.

11I. A Resolution Approving Newly Revised Development & Construction and Operations & Management Agreements with the Asociación de Futbol Argentino (AFA) for the Galleon Street and TIES Properties - Sponsored by Mayor Brent Latham.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A NEWLY REVISED AMENDED AND RESTATED DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT AND A NEWLY REVISED AMENDED AND RESTATED OPERATIONS AND MANAGEMENT AGREEMENT WITH THE ASOCIACION DEL FUTBOL ARGENTINO (AFA) (ALSO KNOWN AS THE ARGENTINE FOOTBALL ASSOCIATION) RELATING TO THE DEVELOPMENT AND OPERATION OF A COMMUNITY CENTER, SPORTS COURTS, AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 1851 GALLEON STREET; APPROVING A NEWLY REVISED DEVELOPMENT AND CONSTRUCTION MANAGEMENT AGREEMENT WITH AFA RELATING TO THE DEVELOPMENT OF FIELDS AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 7540 EAST TREASURE DRIVE; REAFFIRMING THE VILLAGE’S PRIOR APPROVAL OF AN OPERATIONS AND MANAGEMENT AGREEMENT 8 RELATING TO THE OPERATION OF FIELDS AND OTHER IMPROVEMENTS AT THE PROPERTY LOCATED AT 7540 EAST TREASURE DRIVE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

DRAFT

Commissioner Streitfeld spoke about the expenditures of maintaining an off-site Public Works building. She wants to outline a clear plan for smoothly transitioning Public Works staff between the current and the new.

New expenses must be discussed: $1.2 million in construction expenses and $3 million in remediating the building to be more environmentally sustainable. Within the next five years, another $1 million in overhead/maintenance costs will be incurred.

Interim Village Manager Rollason informed the Village Commission that the reserve funds hold a little more than $1 million and cannot fund the $1.2 million construction expense.

Vice Mayor Chervony said the Capital Projects budget list must be reviewed and revised to ensure the following points are accurate:
1. Verify the priority list of projects is well planned and check if any projects can be rescheduled as needed.
2. Verify which grants have been awarded to the Village vs. which grants are in progress of being obtained and learn which grants have been officially awarded/denied.
3. Confirm if we have completed the proper steps to officially receive funds and if no deadlines have been missed.
4. Analyze each project individually to ensure an adequately allocated amount and that no Village project is over/underfunded.
5. An overall thorough reorganization of each project's progress.

Interim Village Manager Rollason said his preliminary budget breakdown will be revised according to the Commission's instructions from the First Budget Hearing. He will incorporate his recommended expenditures and present them at the Final Budget Hearing on September 24, 2024.

Mayor Latham recognized the Village Attorney's point that the Village has funds from TDR, but the first logical step is to organize and reconcile current accounts before seeking money elsewhere. During the First Budget Meeting, almost $200,000 was freed to use elsewhere as needed.

Mayor Latham suggested organizing the most critical projects in the following order:
Priority 1 – TIES/Galeon Street
Priority 2 – Village Hall
Priority 3 – Civic Park

He continued by saying that if everyone agrees that this priority list is sensible, Civic Park Funds should temporarily cover the costs of the new Public Works building.

Interim Village Manager Rollason wants to add $816,000 in spending on several vital areas that were not considered in the July Budget Workshops:
1. He decreased the Village Manager's Budget by $139,535.
2. The Open Gov software program adds $55,937 to the budget. Mr. Rollason said this program consolidates all sources of information into one location where one can easily see the broad, complete picture from one source instead of checking several programs scattered throughout the Village Departments.

DRAFT

3. He removed all associated expenses tied to the "eco-bus" that the Commission deemed obsolete: Charging Stations, drivers, maintenance, etc.
4. New Positions: Engineering Inspector and Project Manager. He stressed the importance of having people at project sites oversee progress, anticipate delays, and keep construction on schedule. The budgeted amount does not mean all the funds will be used, but these positions will prevent these projects from experiencing further delays. He requested $122,000 for the Engineer and $133,00 for the Project Manager.
5. The new Public Works site - Cameras: Working with the IT Director and Deputy Chief Bejar, he requested $100,000 to purchase surveillance cameras transmitting the feed to NBV PD Dispatch. He outlined a preliminary agreement with the Police granting them access to the site in cases of trespass or emergency.
6. The new Public Works site - Security: A security system must be in place to protect valuable equipment left on site after hours and overnight. The garbage trucks, generators, and other expensive equipment are vulnerable to vandalism and theft.
7. Transportation: The Village does not have a truck that can pull generators out of storage to sites. We must rent a truck on an "as-needed" basis or lease one.
8. Compensation/Reserves Program: Ensures pensions/retirements are adequately funded.
9. Village Clerk's Scanning Program: He allocated $25,000 to digitize files.
10. Construction sites must be fitted with proper amenities for the workers according to OSHA standards.

Vice Mayor Chervony said the Village signed a lease on a building to serve as the new Public Works Department and has paid three months' rent [$60,000] so far; however, the move has been stopped because the property owner has liens, and the building is still uninhabitable. He wants to know if the money paid can be recovered, given the owner entered into a lease agreement with the Village on a property that cannot be safely occupied.

The current owner has received $100,000 out of a $300,000 agreement to re-pave and install a fence and a tarp to hide trucks from public view, but a letter from DERM states we are prohibited from using the building as a Public Works facility.

Village Attorney Sera said this needs further discussion because specific facts that were not revealed when the lease was executed have become known.

ACTION: Vice Mayor Chervony made a motion to approve item 11I. Commissioner Rotondaro seconded the motion, and it passed by unanimous voice vote.

12. First Reading of Ordinances: *Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn in, your testimony will be given its due weight. The public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, the Village Clerk may obtain details of the quasi-judicial procedures*.

DRAFT

13. Public Hearings: *Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn in, your testimony will be given its due weight. The public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, the Village Clerk may obtain details of the quasi-judicial procedures*.

13A. An Ordinance Amending Chapter 110 Relating to Business Tax Receipts and Section 152.04 of Village Code.

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 110, "GENERAL LICENSING AND OTHER PROVISIONS" OF THE VILLAGE CODE OF ORDINANCES TO UPDATE ADMINISTRATIVE PROCESSES RELATING TO BUSINESS TAX RECEIPT ISSUANCES, SUSPENSIONS, AND REVOCATIONS; AMENDING SECTION 153.04, "SCHEDULE OF CIVIL PENALTIES," TO UPDATE PENALTIES FOR VIOLATIONS OF CHAPTER 110, PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

Village Clerk Chang read the ordinance title into the record.

Village Attorney Sera said this is the second reading of this Ordinance, and there have been no changes in the interim.

ACTION: Vice Mayor Chervony made a motion to adopt the proposed ordinance on second reading. Commissioner Streitfeld seconded the motion.

Upon roll call vote, the motion passed 5-0, with Vice Mayor Chervony, Commissioner Streitfeld, Commissioner Cuk, Commissioner Rotondaro, and Mayor Latham voting for.

14. Discussion / Action Items

A. ***Unfinished Business***

B. ***New Business***

14A. Discussion Regarding the Island Walk Project at 360 Condominiums - Sponsored by Commissioner Andy Daro.

Commissioner Rotondaro's Commission Report segway into Discussion/Action Item 14A related to the Island Walk initiative.

The 360 Condominium has an easement granting public access behind the building. The building owners/directors are not responding to the Village's attempts at communication.

DRAFT

Village Attorney Sera said a 2017 Resolution described the terms of the public access walkway with 360 Condominium. She said the firm can proceed with a formal letter upon the Commission's approval.

Mayor Latham suggested allowing the Interim Village Manager Rollason to try again to reopen lines of communication in the most non-adversarial way possible before formally proceeding with a letter from the Village's attorneys. Commissioner Rotondaro said many buildings are cooperating with the Village regarding the Island Walk.

15. Adjournment

ACTION: Vice Mayor Chervony made a motion to adjourn the meeting. Commissioner Streitfeld seconded the motion, and it passed by unanimous voice vote.

There being no further business to discuss, the meeting adjourned at 10:12 p.m.

Accepted this 1st day of October 2024.

DRAFT

_____
Brent Latham, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

ITEM NO. 9.A

North Bay Village
Recommendation Memorandum

DATE: October 1, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: Stormwater Program Monthly Update (July & August)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
1. Monthly Report - July and Aug.pdf
2. NBV Design Support Services-BCC Master Schedule.pdf

NORTH BAY VILLAGE STORMWATER DESIGN SUPPORT

MONTHLY PROJECT REPORT

JULY / AUGUST 2024



NORTH BAY VILLAGE
EST. 1945

Prepared for:
The Office of the Village Manager
Work Order No. BCC2401

Prepared by:

bcc engineering | GETTING THERE JUST GOT EASIER™

OVERVIEW

PROGRAM OVERVIEW

North Bay Village remains unwavering in its commitment to enhancing the quality of life for its residents. As part of this dedication, the Village is focused on implementing key Capital Improvement Program (CIP) projects identified in the Stormwater Master Plan. These projects are essential to addressing long-term stormwater management needs, mitigating flood risks, and promoting environmental sustainability. The successful completion of these initiatives will not only protect the community from stormwater-related challenges but also ensure the Village continues to thrive in the face of future environmental demands.

To ensure the effective execution of these critical projects, the Village has tasked BCC with providing comprehensive Design Management Support Services. BCC's role will be pivotal in managing the planning, coordination, and oversight of all project design teams and contractors involved in the stormwater improvements. Their responsibilities encompass a wide range of tasks essential for the seamless delivery of the stormwater initiatives. This includes the creation of detailed project schedules, ensuring each phase is delivered on time and within the established scope. BCC will coordinate efforts among various design teams, facilitating a streamlined design process that maintains consistency and meets project objectives. Additionally, they will manage contractor interactions, ensuring that all construction phases are executed in accordance with design specifications and project requirements.

In tandem with managing the technical aspects of the project, BCC will also focus on establishing efficient workflows and implementing industry best practices to optimize the execution of the stormwater improvements. They will oversee the financial aspects of the projects, ensuring that budgets are carefully planned, tracked, and adhered to, allowing for the successful completion of the work within the allocated financial resources.

The implementation of these stormwater projects is vital for North Bay Village, as they are directly linked to improving the Village's Community Rating System (CRS) score. An improved CRS rating benefits residents by reducing flood insurance premiums, increasing property values, and enhancing the community's overall resilience to flood-related challenges. By partnering with BCC, North Bay Village is taking decisive steps toward securing a more sustainable and resilient future, prioritizing the safety and well-being of its residents while enhancing the Village's infrastructure for years to come.

JULY / AUGUST ACTIVITIES

- NTP issued to Stormwater consultants on July 17, 2024
- BCC Created Master Schedule
- NTP Issued to Surveying Company
- PO issued to Stormwater Consultants
- -Harbor Island Survey Completed on August 7, 2024
- Treasure Island & North Bay Island Survey Completed on August 30, 2024
- Cross Section Coordination with Craven Thompson and associates (CTA).

PROGRAM LEVEL UPCOMING ACTIVITIES

- Easement Land Acquisition NTP
- Roadway Cross Sections Public Engagement Workshops

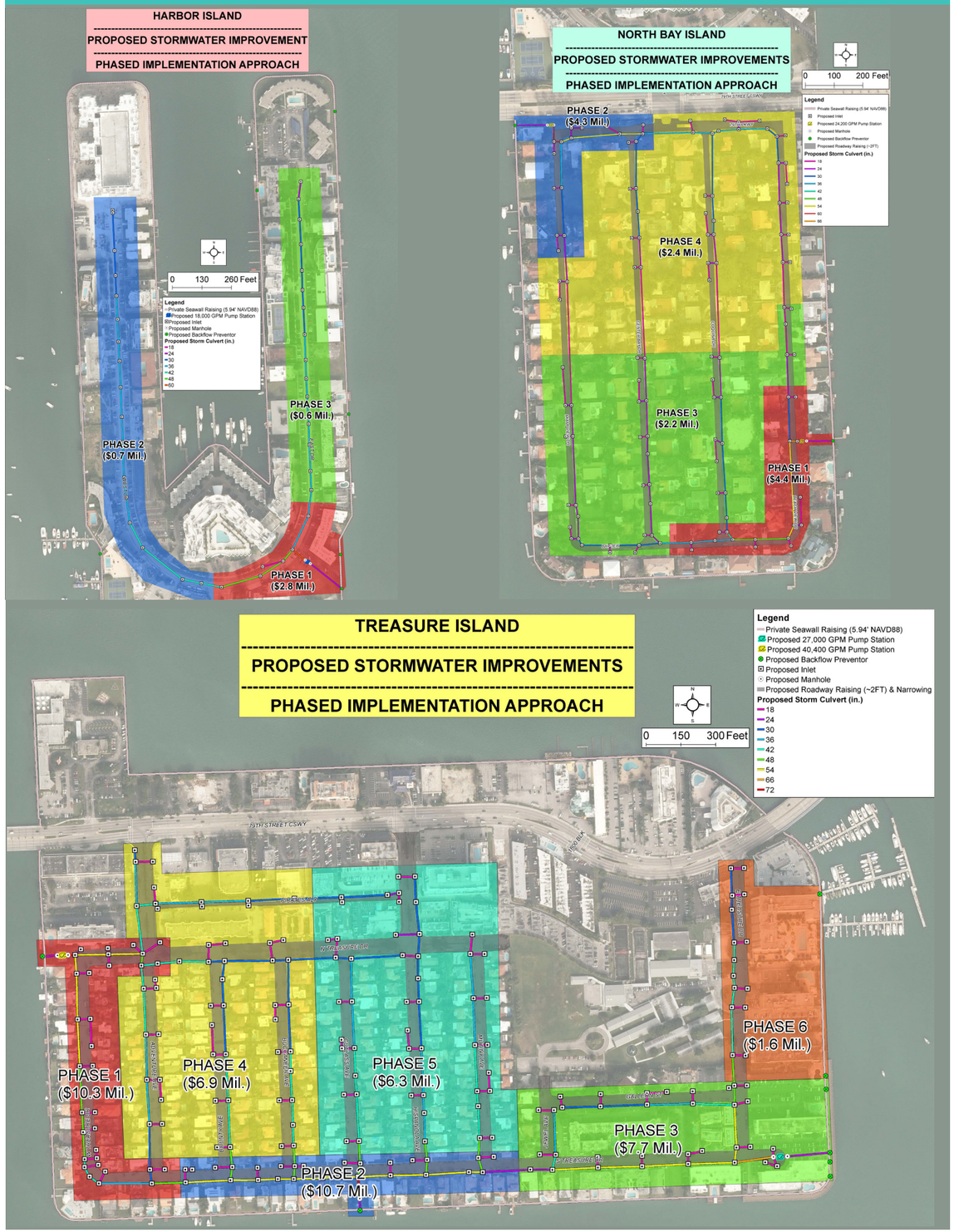
QUALITY INFORMATION

Prepared By:

Carlos Morales
Civil Division Manager - BCC

Jean Pierre Valle, PE CFM
Assistant Project Manager - BCC

PROJECTS LOCATIONS MAP



1 NORTH BAY VILLAGE - TOPOGRAPHIC SURVEY

PROJECT OVERVIEW

The Topographic survey will cover the entirety of North Bay Village, encompassing North Bay Island, Harbor Island, and Treasure Island. The survey will provide critical data and establish a baseline for the design and execution of various stormwater improvement projects across the area. These surveys are essential to accurately assess elevation levels, drainage patterns, and existing infrastructure, ensuring that future flood mitigation efforts are well-informed and effectively address the challenges posed by sea level rise.

Key Activities:

- ✓ Survey Crews will be onsite gathering data through the month of July and August

WORK COMPLETED THIS MONTH

- ✓ All Surveys are completed

SCHEDULE/NOTES/ISSUES

- ✓ Survey under review by BCC and Consultants to provide final approval

PROJECT TEAM

Owner: North Bay Village
Delivery Method: Survey
Status: Completed - Under Review
Surveyor: PDS
Project Manager: Jean Pierre Valle, PE CFM

2 HARBOR ISLAND DRAINAGE IMPROVEMENTS - PHASE 1
(RIBBECK ENGINEERING, INC.)

PROJECT OVERVIEW

The Harbor Island Drainage Improvements (Phase 1) project, located in the southeast corner of Harbor Island, involves the installation of a stormwater pump station system to enhance flood protection. The project also includes upgrading the existing stormwater conveyance system within the project area. These improvements are designed to address future sea level rise and provide a higher level of flood resilience for Harbor Island.

Key Activities:

- ✓ Engineer to propose a new location for the pump station

WORK COMPLETED THIS MONTH

- ✓ Kick-off Meeting
- ✓ Utility Coordination
- ✓ Initial set of plans

SCHEDULE/NOTES/ISSUES

- ✓ Project on schedule

PROJECT TEAM

Owner: North Bay Village
Delivery Method: Design
Status: In Progress
Engineer: Ribbeck
Project Manager: Jean Pierre Valle, PE CFM

UPCOMING WORK

- ✓ Drainage Report
- ✓ 30% Submittal



3 TREASURE ISLAND DRAINAGE IMPROVEMENTS - PHASE 1
(EXP US SERVICES, INC.)

PROJECT OVERVIEW

The Treasure Island Drainage Improvements (Phase 1) project, located in the northwest corner of Treasure Island, involves the installation of a stormwater pump station system to enhance flood protection. The project also includes upgrading the existing stormwater conveyance system and raising the roadway within the project area. These improvements are designed to address future sea level rise and provide a higher level of flood resilience for Treasure Island.

UPCOMING WORK

- ✓ Drainage Report
- ✓ 30% Submittal

WORK COMPLETED

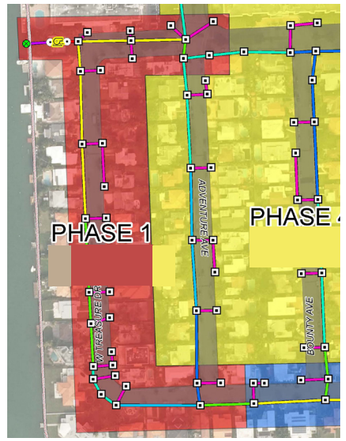
- ✓ Kick-off Meeting
- ✓ Utility Coordination
- ✓ Initial Set of Plans

SCHEDULE/NOTES/ISSUES

- ✓ Project on Schedule

PROJECT TEAM

Owner: North Bay Village
Delivery Method: Design
Status: In Progress
Engineer: EXP
Project Manager: Jean Pierre Valle≈



4 TREASURE ISLAND DRAINAGE IMPROVEMENTS - PHASE 2
(CHEN MOORE AND ASSOCIATES)

PROJECT OVERVIEW

The Treasure Island Drainage Improvements (Phase 2) project, located in the southern part of Treasure Island, includes the installation of a stormwater pump station system to enhance flood protection. The project also involves upsizing the existing stormwater conveyance system and raising the roadway within the project area. These improvements are designed to address future sea level rise and provide greater flood resilience for Treasure Island.

WORK COMPLETED THIS MONTH

- ✓ Kick-off Meeting
- ✓ Utility Coordination
- ✓ Initial Set of Plans

UPCOMING WORK

- ✓ Drainage Report
- ✓ 30% Submittal

PROJECT TEAM

Owner: North Bay Village
Delivery Method: Design
Status: In Progress
Engineer: CMA
Project Manager: Jean Pierre Valle, PE CFM

SCHEDULE/NOTES/ISSUES

- ✓ Project on Schedule



5 NORTH BAY VILLAGE - CONCEPTUAL ROADWAY CROSS SECTIONS
(CRAVEN THOMPSON AND ASSOCIATES)

PROJECT OVERVIEW

The consultant is responsible for developing conceptual roadway cross sections for both Treasure Island and North Bay Island. These cross sections will outline the proposed design features, such as lane configurations, sidewalks, drainage systems, and landscaping elements.

PROJECT TEAM

Owner: North Bay Village
Delivery Method: Conceptual Design
Status: Completed - In-Progress
Engineer: CTA
Project Manager: Jean Pierre Valle, PE CFM

WORK COMPLETED THIS MONTH

- ✔ Kick-off Meeting

UPCOMING WORK

- ✔ Initial roadway concept cross sections.

SCHEDULE/NOTES/ISSUES

- ✔ Project on Schedule

6 NORTH BAY ISLAND PUMP STATION
BCC ENGINEERING CONSULTANTS, LLC

PROJECT OVERVIEW

The North Bay Island Pump Station project is located in the southeast corner of North Bay Island. This project involves the design and construction of a stormwater pump station system, including injection wells, to enhance flood protection for North Bay Island. These improvements are designed to address future sea level rise and provide an upgraded level of service.

PROJECT TEAM

Owner: North Bay Village
Delivery Method: Construction
Status: In-Progress
Engineer: BCC
Contractor: TBD
Project Manager: Jean Pierre Valle, PE CFM

WORK COMPLETED THIS MONTH

- ✔ Design & Permitting
- ✔ Bid Package

UPCOMING WORK

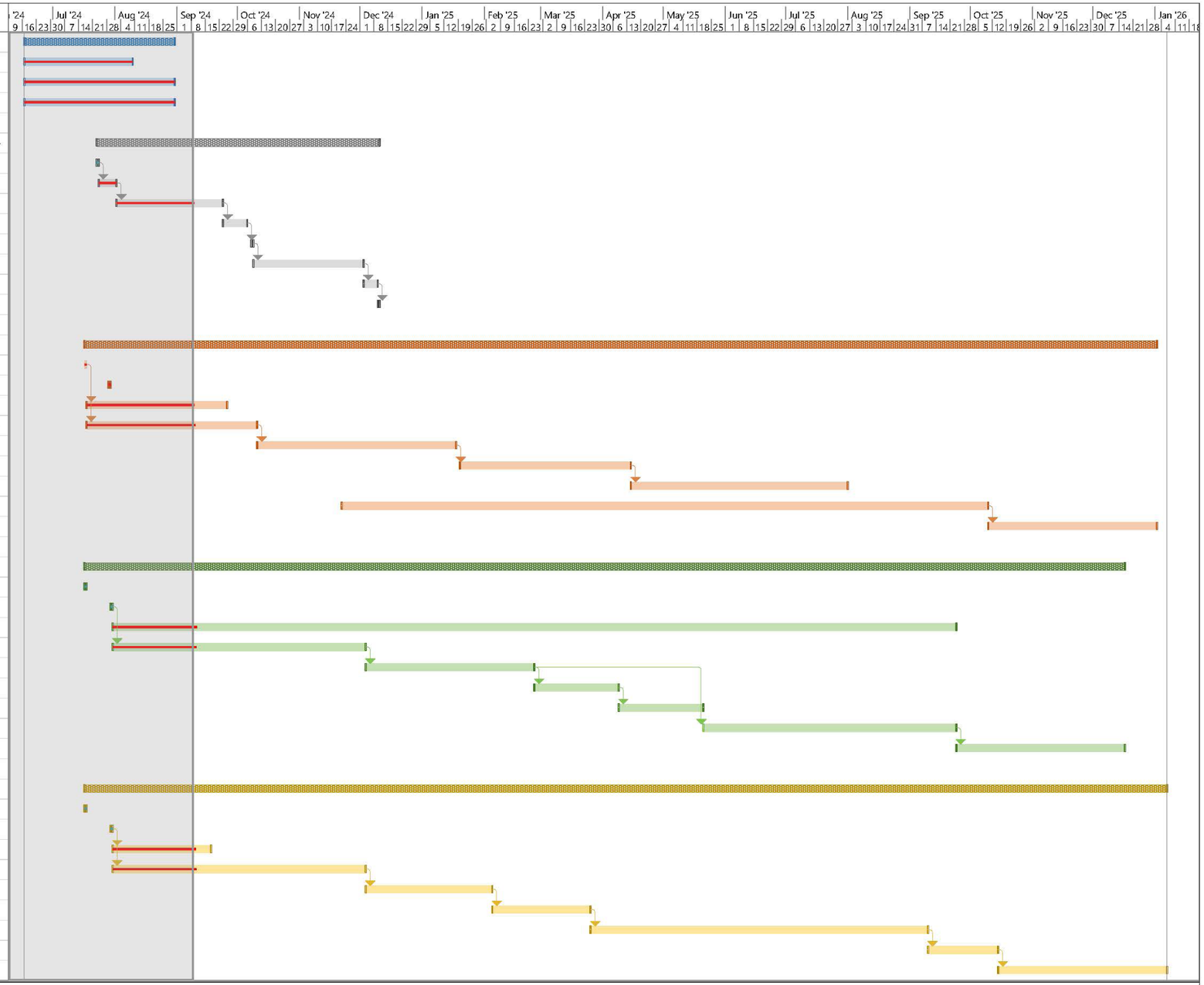
- ✔ Advertisement of the Intent to Build

SCHEDULE/NOTES/ISSUES

- ✔ N/A

SUMMARY PROJECT SCHEDULES

ID	Task Name	Duration	Start	Finish
1	**PDS - Topographic Survey**	**55 days**	**Mon 6/17/24**	**Fri 8/30/24**
2	Harbor Island	40 days	Mon 6/17/24	Fri 8/9/24
3	Treasure Island	55 days	Mon 6/17/24	Fri 8/30/24
4	North Bay Island	55 days	Mon 6/17/24	Fri 8/30/24
5				
6	**CTA - Conceptual Cross Sections**	**101 days**	**Tue 7/23/24**	**Tue 12/10/24**
7	NTP / Kick-off Meeting	1 day	Tue 7/23/24	Tue 7/23/24
8	Task 1 - Develop Concept	7 days	Wed 7/24/24	Thu 8/1/24
9	Task 2 - Initial Roadway Concept Plans	37 days	Fri 8/2/24	Mon 9/23/24
10	Task 3 - City Review	9 days	Tue 9/24/24	Sun 10/6/24
11	Task 4 -Public Meeting on Conceptual	1 day	Tue 10/8/24	Tue 10/8/24
12	Task 5 - Final Roadway Concept Plans	39 days	Wed 10/9/24	Mon 12/2/24
13	Task 6 - City Review	5 days	Tue 12/3/24	Mon 12/9/24
14	Task 7 - Final Presentation	1 day	Tue 12/10/24	Tue 12/10/24
15				
16	**Harbor Island Phase 1 - RIBBECK**	**382 days**	**Wed 7/17/24**	**Thu 1/1/26**
17	NTP	1 day	Wed 7/17/24	Wed 7/17/24
18	Kick-off Meeting	1 day	Mon 7/29/24	Mon 7/29/24
19	Task 1 - Utility Coordination	50 days	Thu 7/18/24	Wed 9/25/24
20	Task 2 - 30% CDs	61 days	Thu 7/18/24	Thu 10/10/24
21	Task 3 - 60% CDs	71 days	Fri 10/11/24	Fri 1/17/25
22	Task 4 - 90% CDs	61 days	Mon 1/20/25	Mon 4/14/25
23	Task 5 - 100% CDs	78 days	Tue 4/15/25	Thu 7/31/25
24	Task 6 - Permitting	230 days	Fri 11/22/24	Thu 10/9/25
25	Task 7 - Bid Support	60 days	Fri 10/10/25	Thu 1/1/26
26				
27	**Treasure Island Phase 1 - EXP**	**370 days**	**Wed 7/17/24**	**Tue 12/16/25**
28	NTP	1 day	Wed 7/17/24	Wed 7/17/24
29	Kick-off Meeting	1 day	Tue 7/30/24	Tue 7/30/24
30	Task 1.1 - Data Collection	300 days	Wed 7/31/24	Tue 9/23/25
31	Task 1.2 - 30% CDs	90 days	Wed 7/31/24	Tue 12/3/24
32	Task 1.3 - 60% CDs	60 days	Wed 12/4/24	Tue 2/25/25
33	Task 1.4 - 90% CDs	30 days	Wed 2/26/25	Tue 4/8/25
34	Task 1.5 - 100% CDs	30 days	Wed 4/9/25	Tue 5/20/25
35	Task 1.6 - Permitting	90 days	Wed 5/21/25	Tue 9/23/25
36	Task 1.7 - Bid Support	60 days	Wed 9/24/25	Tue 12/16/25
37				
38	**Treasure Island Phase 2 - CMA**	**385 days**	**Wed 7/17/24**	**Tue 1/6/26**
39	NTP	1 day	Wed 7/17/24	Wed 7/17/24
40	Kick-off Meeting	1 day	Tue 7/30/24	Tue 7/30/24
41	Task 1 - Data Collection	35 days	Wed 7/31/24	Tue 9/17/24
42	Task 2 - 30% CDs	90 days	Wed 7/31/24	Tue 12/3/24
43	Task 3 - 60% CDs	45 days	Wed 12/4/24	Tue 2/4/25
44	Task 4 - 90% CDs	35 days	Wed 2/5/25	Tue 3/25/25
45	Task 5 - Permitting	120 days	Wed 3/26/25	Tue 9/9/25
46	Task 6 - 100% CDs	25 days	Wed 9/10/25	Tue 10/14/25
47	Task 7 - Bid Support	60 days	Wed 10/15/25	Tue 1/6/26



Project: NBV Design Support Se
Date: Mon 9/9/24

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress	
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline		
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress		

Page 1

NORTH BAY VILLAGE
EST. 1945

PRODUCED FOR
THE CITY OF NORTH BAY VILLAGE BY:

BCC Engineering, LLC
6401 SW 87th Avenue, Suite 200
Miami, FL 33173
Tel: 305.670.2350
www.bcceng.com

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34	Task 1.5 - 100% CDs	30 days	Wed 4/9/25	Tue 5/20/25
35	Task 1.6 - Permitting	90 days	Wed 5/21/25	Tue 9/23/25
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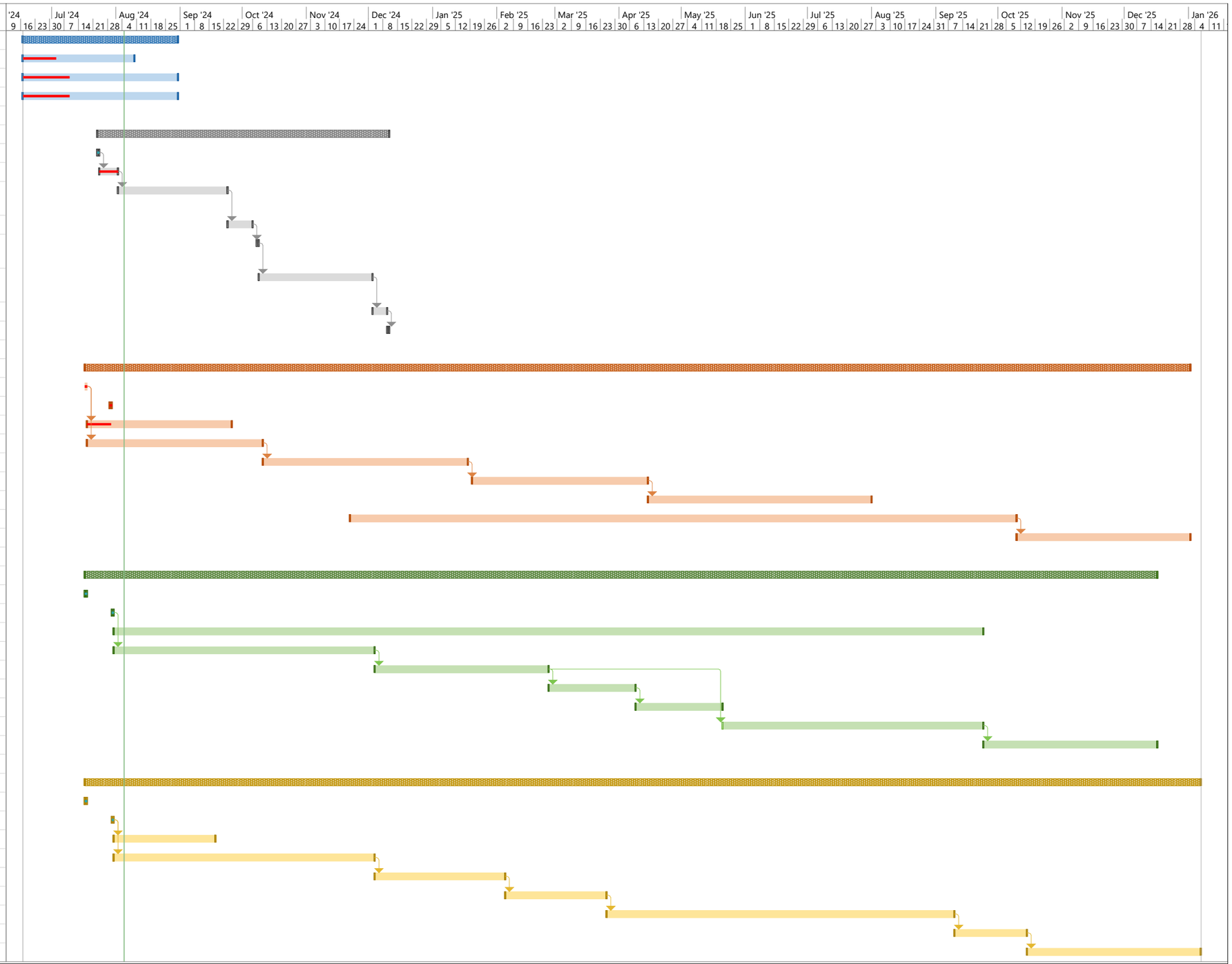

Project: NBV Design Support Se
Date: Mon 8/5/24

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

ITEM NO. 10.A

North Bay Village
Recommendation Memorandum

DATE: October 1, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Village Clerk Report for September of 2024

RECOMMENDATION

BACKGROUND AND ANALYSIS

This monthly report is presented to the Village Commission to keep you informed of the activities and responsibilities within the Office of the Village Clerk.

The primary responsibilities of the department include but are not limited to Records Management, Administrative Procession of agreements, resolutions, and ordinances, Residents Board Administration/ support, and the coordination of the General and Special Elections.

2024 General Election - *Update*

On September 11, 2024, one of the two (2) candidates, Jose Alvarez filed an "Oath of Withdrawal" for the Office of North Bay Island Commissioner. As a result of the withdrawal, Vice Mayor Richard was elected as North Bay Island Commissioner for a four (4) year term.

Treasure Island Commissioner (*Designated Punch Numbers issued*)

* Resident Doris Acosta - #154
* Resident Jose Parada - #155

2024 Special Election (*NBV Sample Ballot released*)

On June 11, 2024, the Village Commission adopted Resolution No. 2024-050 calling for a Special Election for the purpose of submitting Charter amendments to the Village's electorate.

To view the NBV and General Election Sample Ballot, please select the links below:

* Miami Dade County General Sample Ballot

* NBV Sample Ballot
* Early Voting site and Schedule

PREPARATION OF MEETING MINUTES
Village Commission:
* July 11, 2024 - First Budget Workshop
* September 10, 2024 - First Budget Hearing
* September 10, 2024 - Regular Commission Meeting

EXECUTION OF DOCUMENTS

Agreements / Contracts	Resolutions	Ordinances
9	11	1

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ITEM NO. 11.A

North Bay Village
Recommendation Memorandum

DATE: October 1, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Christian Molina, Legislative Aide

SPONSORED BY:

SUBJECT: A Resolution Approving an Update to the Master Fee Schedule - Interim Village Manager Frank Rollason

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RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN UPDATED FEE SCHEDULE FOR ADMINISTRATIVE SERVICES, BUILDING FEES, AND ZONING FEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the proposed updated fee schedule.

BACKGROUND AND ANALYSIS

This item proposes amendments to the North Bay Village Fee Schedule. The changes include clarifications to the zoning map and ULDC amendment notes, removal of outdated references, and the introduction of new fees for administrative reviews and Certificates of Use. Specifically, the amendments address Special Area Plan Permits, administrative site plan reviews, and correct errors in Zoning/Land Use Verification Letter fees. Additionally, the update introduces a Civil Plan Review fee and expands the Resilient NBV Program to include fee reductions for Living Seawall work. These updates align the fee schedule with recent regulatory changes, streamline administrative processes, and promote resilience initiatives.

The fees listed are the recommendations from staff based on current practice, best practice, and a comparison of various surrounding municipalities.

it is recommended that the Village Commission approve the proposed update to the Master

Fee Schedule.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
To be determined

PERSONNEL IMPACT
None

ATTACHMENTS
Reso Amending Fee Schedule - October 2024.DOCX
Master Fee Schedule - October 2024.docx

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN UPDATED FEE SCHEDULE FOR ADMINISTRATIVE SERVICES, BUILDING FEES, AND ZONING FEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 9, 2019, the North Bay Village (the "Village") Commission adopted Resolution No. 2019-83 approving a fee schedule for administrative services, building fees, and zoning fees (the "Fee Schedule"), which has been amended from time to time; and

WHEREAS, the Village Manager recommends that the Village Commission approve the revised, updated Fee Schedule as provided in Exhibit "A" attached hereto and incorporated herein in order to revise the fees consistent with the staff memorandum accompanying this resolution; and

WHEREAS, the Village Commission desires to approve the revised, updated Fee Schedule as provided in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission hereby approves the Fee Schedule attached hereto as Exhibit "A," which shall take effect immediately.

Section 3. Implementation. That the Village Manager and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andy Rotondaro _____
Commissioner Rachel Streitfeld _____

PASSED AND ADOPTED on this ___ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

NORTH BAY VILLAGE

Fee Schedule

~~*March 12, 2024*~~

October 1, 2024

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Name:	**Copies and Services**
Receiving Fund(s):	General Funds
Purpose:	To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.
Fees/Computations:	

TYPE	Fee
Document printing not to exceed 8 ½ x12”	$0.15 per page, single sided $0.20 per page, double sided
Document printing exceeding 8 ½ x14” but not larger than 11 x 17”	$0.50 per page
Document printing for which the Village does not have the necessary equipment.	Actual cost to the Village of obtaining a copy from a third party and if obtaining the copy requires physical transmittal away from Village Hall, then the actual cost of courier service or labor costs incurred by or attributable to the Village for the clerical or supervisory assistance required for the transmittal shall likewise be charged.
Tape recordings – per cassette	$8.00
DVD/disk recordings, per DVD/disk	$10.00
Annual Audit	$10.00
Annual Budget	$15.00 – Bound $0.15 per page, single sided $0.20 per page, double sided
Certification of Copies	$1.00
Village Charter	actual cost plus mailing and handling fee
Village Code Book Supplements	$150.00 Actual Cost, plus mailing and handling fee
Zoning Code	$20.00
Notary Service	$8.00
Marriage Ceremony	$20.00
Open Permit Search	$25.00
Contractors’ Registration	$25.00

Fees/Computations continued:

Standard Lien Search	$100.00 $100.0
Special Event Permits	$100.00
Sewer Capacity Certification Letter	$75.00
Zoning Certification Letter	$75.00

In accordance with the provisions of Florida Statues § 119.07, with respect to public records requests, the Village is permitted and shall charge an extensive research fee whenever extraordinary time constraint is designated by the person requesting copies or research of public records, requiring extraordinary expenditure of time by the Village Clerk's office or other Village department acting as records custodian. To comply with the request, the Village clerk or other Village department acting as records custodian shall collect the cost of providing such extraordinary services (i.e., the extensive research fee) in advance and in addition to the fees, which shall be established, by the Village. For purposes of this section, the term "extraordinary expenditure of time" shall mean 15 minutes or more. The extensive research fee shall be calculated using the hourly wage of the employee performing such services.

Where fees are chargeable under this section but are not specifically set forth herein, the Village Manager is authorized to charge a fee or fees based upon the guidelines and standards set forth. Where feasible, the Village Manager shall promulgate a schedule of rates governing employees' times for extensive clerical or supervisory assistance. The Village Manager shall review the rate schedule at least every six months, commencing the first day of each fiscal year.

Any person desiring to obtain copies or review Village records, the nature or volume of which is such as to require extensive clerical or supervisory assistance, shall first make an appointment to do so with the Village Clerk.

No original document or tape recording shall be examined or reviewed other than in the presence of the Village Clerk, or designee thereof as custodian of the records of the Village. Any time spent by the Village Clerk, or designee of the Village Clerk supervising the review of original documents or tape recordings shall be deemed time spent in extensive clerical or supervisory assistance as defined in this section and shall be subject to the prescribed charges for the service.

Name:	**Development Approval Fee and Cost Recovery Deposit Schedule**
Receiving Fund(s):	
Purpose:	To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.
Fees/Computations:	

Type of Request	Filing Fee	Cost Recovery Deposit*
Amendments		
Comprehensive Plan Text Amendment	$2,000	$15,000
Comprehensive Plan Future Land Use Map Amendment	$2,000	$15,000
Zoning Map Amendment **	$2,000	$12,000
Unified Land Development Code Amendment **	$2,000	$10,000
Site Plan Review		
Single Family Residential (no commission)	$1,000	$2,000
Multifamily Residential and New Non-Residential ~~including Planned Residential Development (PRD) - Base Fee**~~	$2,000	$15,000
Special Area Plan Permit (DRC, no commission)	$1,000	$12,000
Administrative Site Plan Review (DRC, no commission)	$1,000	$12,000
Site Plan Modification (Commission review)		
Single Family Residential	$1,000	$2,000
Multifamily Residential and Non-Residential	$2,000	$8,000
Administrative Site Plan Modification (No commission review)		
Single Family Residential	$600	$1,000
Multifamily Residential and Non-Residential	$600	$4,000
Variances, Waivers and Administrative Adjustments (Per instance)		
Administrative Adjustment (Single Family)	$600	$2,000
Single Family Residential Variance	$1,000	$3,000
Multifamily Residential and Non-Residential Variance	$1,000	$5,000
Sign Variance	$1,000	$2,000
Alcoholic Beverage Sales Variance	$1,000	$3,000
Waiver ***	$600	$1,500
Extension of Waiver ***	$300	$500
Use Exceptions and Warrants		
Single Family Residential Use Exception	$1,000	$2,000
Multifamily Residential and Non-Residential Use Exception	$1,000	$4,000
Warrant ***	$600	$1,500
Extension of Warrant ***	$300	$500

Fees/Computations continued:

Type of Request	Filing Fee	Cost Recovery Deposit*
Renewals/Resubmissions of Site Plans, Variances, and Use Exceptions ****		
Single Family Residential and Existing Non-Residential	50% of original filing fee	$1,000
Multifamily Residential and New Non-Residential	50% of original filing fee	$2,000
Other Requests		
Dock Application	$300	$,2000
Appeal of Administrative Decision	$600	$3,000
Preliminary and Final Plat	$1,000	$10,000
Waiver of Plat	$1,000	$4,000
Transfer of Density Rights Application	$150	$500
Preapplication Conference	$150	$2,000
Zoning and Land Use Verification (Basic/Comprehensive)	~~$150~~ $75	$75/$150
Certificate of Use	$75	$150
Official Interpretation of Unified Land Development Code	$150	$1,000

* In accordance with Section 5.12, "Filing fees, charges for consultant services, and escrow account" of the North Bay Village Unified Land Development Code (ULDC), the applicant is responsible for the actual cost of professional review services for development applications, including but not limited to: engineering, planning, legal, technical, environmental, etc. Regardless of the outcome, these review costs shall be deducted from the cost recovery deposit. Depending on the level of effort involved in the review, should the cost exceed the initial deposit, the applicant shall be required to replenish the cost recovery deposit. However, if the cost recovery deposit is not entirely expended, the remaining balance will be refunded to the applicant. Filing fees are not refundable.

~~** Add base fee to the appropriate additional fee for the total filing fee.~~ Including Special Area Plan text amendments and amendments to the Zoning Map.

*** Per Sec. 15.1.H. of Chapter 15, Form-Based Code, of the ULDC

**** If, in the opinion of the Village Manager or his/her designee, the resubmitted project is so substantially modified as to represent a new project on the same property, the resubmission fee shall be equal to the original filing fee appropriate to the particular project.

Note: In addition to application fees and cost recovery deposits, applicants shall be responsible for the cost of all required advertising and mailing of notices.

Name:	**Community Contribution Fees Associated with Development Approvals**
Receiving Fund(s):	
Purpose:	Community contribution fees collected according to following schedule shall be utilized for the purchase and improvement of existing or future Village parks, land for additional public open space, other public amenities, beautification projects, or infrastructure improvement projects.
Fees/Computations:	

Community Contribution Fees for
Additional Density in the T6 Transect Zone (Sec. 15.2,H.) *

1. The initial community contribution fee is $20,000.00 per additional unit of density above the base density of 70 units/acre. This fee amount shall be reviewed and, as necessary, adjusted by the Village Commission on the recommendation of the Village Manager as part of the annual budget process.
2. Projects shall be categorized as either Tier 1 (71-120 units/acre) or Tier 2 (121-150 units/acre).
3. Community contribution fees for additional units of density shall be calculated and assessed by the Village based on the following schedule, unless otherwise stipulated by the Village Commission:

	% of Fee Assessed	
	Tier 1 (71-120 u/ac)	Tier 2 (210-150 u/ac)
With site plan approved within 12 months from effective date of Chapter 15 of the ULDC (Form-Based Code)	0%	25%
With site plan approved between 12-18 months from effective date of Chapter 15 of the ULDC (Form-Based Code)	25%	50%
With site plan approved within 18-24 months from adoption date of Chapter 15 of the ULDC.	50%	75%
With site plan approved 2 or more years from adoption date of Chapter 15 of the ULDC.	100%	100%

4. Twenty-five percent (25%) of the total assessed Community Contribution Fee shall be payable within 90 days of Commission approval of the site and development plan and shall be nonrefundable.
5. The remaining seventy-five percent (75%) of the Community Contribution Fee shall be payable prior to or upon the issuance of a building permit and shall be non-refundable.
6. The Community Contribution fee shall be flat on a per-unit-of-additional-density basis.

Fees/Computations continued:

Community Contribution Fees for Bonus Height in the RM-70 and CG Zoning Districts (Sec. 8.12) *
Community contribution fees for bonus height shall be calculated and assessed by the Village based on the following schedule, unless otherwise stipulated by the Village Commission.
(a) Residential and Hotel/Motel Uses
For every 10 feet of bonus building height approved by the Village Commission: • $750.00 per residential dwelling unit in the building • $250.00 per hotel/motel sleeping unit in the building
(b) Office, Retail or Restaurant Uses
$10.00 per square foot that exceeds maximum base height (excluding uncovered steps and exterior balconies).

Community Contribution Fees for Transfer of Density Rights (TDR) Program (Sec. 8.13) *
$90,000.00 per nonwaterfront transferred density unit, and $100,000.00 per waterfront transferred density unit approved by the Village Commission. **

* Community Contribution Fees to be reviewed annually and adjusted as necessary by the Village Commission on the recommendation of the Village Manager during the budget process.
** The Community Contribution Fee for Transfer of Density Rights shall be paid to North Bay Village within 90 days of site plan approval by the Village Commission.

Name:	**Building and Permits Fees**
Receiving Fund(s):	Building Fee Fund
Purpose:	The Building Department serves to protect the health, safety, and welfare of the public; and to enhance the general quality of life through interpretation and enforcement of the Florida Building Code, as well as other applicable regulations governing construction and land use.
Fees/Computations:	No person shall erect or construct or proceed with the erection or construction of any building or structure, nor add to, enlarge, move, improve, alter, convert, extend or demolish any building or structure, where the cost of the work is more than $500.00 without first obtaining a building permit. Exception: Any construction activities, regardless of the value, that includes structural, electrical, plumbing, or mechanical work, shall require a permit. Applicants are entitled to receive a 50% rebate of base permit fees for these permit types: impact windows and doors, shutters, roofs, generators, and solar installations. * Applicants are entitled to receive a 40% rebate of base permit fees for these permit types: living seawalls. * *The rebate will expire on December 31, 2024, prior to which the Village Commission will consider a renewal of this policy for the following year or for a period determined by that body. All municipal permit fees are waived for Village projects.

Type	Fee
Upfront Application fee for Building Permit	$125.00 non-refundable
Base Permit Fee Exceeds $400.00	Non-refundable plan review fee equal to one-third of the base building permit fee (including electrical, plumbing, and mechanical) paid at the time of submittal of the building permit application. This fee shall be applied to the total fees at the time of issuance of the building permit. Should a building permit not be issued, this fee shall not be refunded.
Engineering Plan Review	$125.00 per hour or the actual cost of engineering services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the structural engineering review mandated by Miami-Dade County.
Zoning Plan Review	$125.00 per hour or the actual cost of zoning services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the zoning review mandated by the Village Code.

These fees shall be paid by the contractor or owner to the Village prior to the issuance of a permit and shall, if not paid, constitute a lien upon the property for which a building permit is sought. These fees shall be due and payable without regard to whether or not a permit is issued by the Building Department.
If the applicant has not picked up the resulting building permit within 180 days of receipt of notice from the Village that the application is approved and ready for pick up, then the Village may close the application out and maintain the proper records as required by Florida Statutes. An applicant wishing to receive a permit after the 180-day period must reapply with a new application. There shall be no refund of any prior payments or fees if the application has expired.

Name:	**Building and Permits Fees (cont'd.)**
Receiving Fund(s):	Building Fee Fund
Purpose:	The Building Department serves to protect the health, safety, and welfare of the public; and to enhance the general quality of life through interpretation and enforcement of the Florida Building Code, as well as other applicable regulations governing construction and land use.
Fees/Computations:	For purposes of determining the permit fee, the value of the work to be performed under the permit shall be determined as follows: For new construction of and additions to the Florida Building Code occupancies, the construction value of the work shall be the current values established by the Miami-Dade Board of County Commission. For miscellaneous permit activity not otherwise provided for in this section, including but not limited to repair, or alterations, or changes to electrical service, the value of the work shall be the actual value of such work as determined by the applicant and approved by the Building Official. The applicant shall be responsible for accurate reporting of the value of the work, and the reported value shall be subject to review and verification by the Building Official. Copy of executed contract required for all permits. Owner/Builder permits are exempt from contract requirements. Minimum Permit Fee for all disciplines $125.00.

Type	Fee
New buildings and/or additions including, but not limited to, residential, mixed-use residential, residential/office, mixed-use office, institutional, educational, hotels, and condo-hotels:	**2% of the value of a job (based off of executed contract).** Plus additional fees for electrical, plumbing, and mechanical and sign permits as listed herein.
New Commercial Construction including but not limited to industrial, parking garage, and warehouses:	**2% of the value of a job (based off of executed contract).** Plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.
New Construction Other Than as Specified Herein (water towers, pylons, bulk storage tank foundations, sea walls, bulkheads, docks, and similar construction):	**2% of the value of a job** Plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.
New Metal-Wood and/or Prefab Storage Sheds and Utility Buildings:	**Flat fee $125.00** Plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.

Name:	**Building and Permit Fees (cont'd)**
Receiving Fund(s):	Building Fee Fund
Purpose:	The Building Department serves to protect the health, safety, and welfare of the public; and to enhance the general quality of life through interpretation and enforcement of the Florida Building Code, as well as other applicable regulations governing construction and land use.
Fees/Computations:	The following fees shall apply to building permits only and shall not include fees for plumbing, electrical, or mechanical installation. Alterations, remodeling, and repairs to building and other structures:

Type	Fee
Single-family homes, duplexes, and areas within a residential condominium unit (including repairs due to fire damage)	Estimated value times 1.5 percent.
Multifamily Residential (including repairs due to fire damage)	Estimated value times 1.5 percent.
Commercial occupancy (including repairs due to fire damage)	Estimated value times 3 percent.
Installation of exterior operable windows and exterior sliding glass door in new buildings or additions exceeding two stories in height, and the installation, alteration, and repair of such windows and doors in existing buildings of any height, as follows: New installation or replacement	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
Painting of single-family dwellings, duplexes	Estimated value times 2.5 percent.
Painting of multi-family and commercial buildings	Estimated value times 5.0 percent.
Curtain walls including windows and doors therein	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
Roofs (including re-roofing)	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
Storm shutters	Estimated value times 5.0 percent
Awnings, canopies, residential patios or carports (with Fire Bureau approval)	Estimated value time 3.0 percent

Fees/Computations: Continued

Type	Fee
Building moving or other structures	Each 100 square feet or fractional part thereof $20.00. Minimum $250.00
Construction trailer and sales model	$250.00 per trailer
Fences and/or walls on private property	Estimated value times 5.0 percent.
Fence located on public property	$100.00 for first 50 feet Plus $20.00 for each additional 50 feet or a fraction thereof
Vacant lot fence annual inspection	$250.00 per calendar year
Demolitions	Estimated value times 5.0 percent.
Construction dumpsters (Containers for the placement of construction debris shall not be placed within the public right-of-way without prior authorization by the Building & Zoning Department). Violation of this section shall be governed by Chapter 153 of the Village Code.)	$100.00 flat fee
Sandblasting	$125.00
All paving in connection with residential or commercial work, including concrete drives.	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
Asphalt resurfacing (including restriping):	Estimated value times 3 percent.
Concrete slabs	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
Job site lost permit card replacement	$50.00
Certificate of occupancy, temporary or final (required or requested), permit fee per unit	$180.00

Fees/Computations: Continued

Type	Fee
Certificate of completion	$180.00
Change of Contractor	$125.00
Elevators, escalators and other transporting devices	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
Decibel meter reading to determine the sound level of mechanical equipment.	$125.00 Prepaid fee, per site visit or event
Air conditioning and refrigeration, including the relocation of equipment	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
Land clearing	$125.00 each 5,000 square feet of area or fraction thereof
Soil solidification in any form	$125.00 Flat Fee
Solar energy systems	See electrical and plumbing fee schedules
Swimming pools (including in-ground, above-ground, and spa)	Estimated value times 3.0 percent
Signs (including, but not limited to, projecting signs, flat signs, painted on wall signs, storefront signs, pylon signs, wall-mounted signs non-illuminated and illuminated, and all interior signs visible from the exterior of premises occupied such as shopping centers and malls): Note: illuminated signs are required to obtain an electrical sub-permit.	Estimated value times 3%

Fees/Computations: Continued

Type	Fee
Inspection Fees	(a) First inspection and first re-inspection included as part of the permit fee, no additional charge. Second re-inspection and each subsequent re-inspection, $75.00. (b) Repairs or corrections not made when inspection is called $75.00. (c) Work not ready for inspection when called, $75.00. (d) The payment for re-inspection fees, correction of workmanship or violations, shall be made before any further permits will be issued to the person responsible for or owing same. (e) No permit will be required for general maintenance or repairs which do not change the occupancy, and value of which is less than $500.00 in labor and materials. No permit is required for the construction or repair of any roof covering if less than 200 square feet in area.
Filming	Purpose and objectives. (a) *Definitions.* For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning: *Film or filming* means any and all still, live or motion picture productions whether made on or by film, electronic tape or any other electronic device used to produce theatrical motion pictures, television entertainment motion pictures, industrial motion pictures, television commercials or print media. Filming shall include the erection and dismantling of the equipment associated therewith. *Permit* means a permit issued by the Village in accordance with the terms of this article. *Village Manager* means the Village Manager or authorized designee. (b) Applicability of article. This article shall apply to all the lands within the Village's jurisdiction, whether public or private. (c) Permits.

Fees/Computations: Continued

Type	Fee
Filming	1. Permit required; display. No person shall film within the Village without first applying for and obtaining a permit from Miami-Dade County and the Village. All permits shall be conspicuously displayed at the filming location. 2. Permit application. Applications for a permit: i. Shall be on the form provided by the Village. ii. Shall identify the applicant. iii. Shall identify the locations where filming is going to be conducted. If the applicant is the owner of the property where filming is going to be conducted, the city shall require proof of ownership, such as the deed, or if the applicant is not the owner, then the Village shall require the owner's sworn consent to the filming and proof of ownership. Shall require that the applicant provide evidence of public liability insurance in the minimum amount of $1,000,000.00 or as otherwise established by the Village. All insurance policies shall name the Village as an additional insured. v. Shall include a parking plan for automobiles, trucks, and other vehicles connected with the filming. vi. Shall include a site plan for the locations where filming will be conducted. vii. May, at the discretion of the Village Manager, require that the applicant post a cash bond to be determined by the Village Manager and be held by the Village to be used, if necessary, to repair damage to public property caused by the filming. 3. Limitations on permits. Permits issued by the Village shall be subject to the following: i. No filming shall be permitted from 11:00 p.m. to 7:00 a.m. ii. Other limitations as specified by the Village Manager depending on the location and type of filming such as requiring off-duty police officers to be present during filming.

Fees/Computations: Continued

Type	Fee
Filming	4. Permit fees. A permit fee in the amount of $200.00 per day shall be due and payable at the time of permit application. Permit fees shall be doubled for all filming, which is done without first obtaining a permit. The additional fee shall be imposed as a penalty. 5. Permit criteria. A filming permit shall be granted unless the Village Manager finds that the proposed filming: i. Unduly impedes governmental business or public access; ii. Conflicts with previously scheduled activities; or iii. Imperils public safety. (d) Notice to property owners prior to filming. Forty-eight hours prior to commencing any permitted filming, the permit holder shall notify in writing all property owners within 300 feet of the filming location. The notice to owners shall include but not be limited to the location, date, hours and subject matter of the filming. (e) Penalty for violation of article. Any person who violates the provisions of this article shall be subject to a $500.00 fine and revocation of the permit. (f) Exemptions from article. The following shall be exempt from the provisions of this article: 1. Individuals filming or videotaping only for their own personal or family use. 2. Employees of print or electronic news media when filming ongoing news events. This exception shall not apply to simulations or reenactments orchestrated by print or electronic news media.

Fees/Computations: Continued	Type	Fee
	Filming	3. The filming proposed to be done as a result of the variance will be conducted in accordance with all standards in this article other than those for which a variance is being granted. (h) Appeals. Any person aggrieved by the terms of a permit issued by the Village Manager, by the decision not to issue a permit, by the revocation of a permit or by the denial of a variance may, within ten days of the decision, appeal to the Village Commission, whose decision shall be final.
	Special Event permit – Non-profit/Government	Below 50 people: $0.00 Between 50-300 people: $100.00 Over 300 people: $125.00
	Special Event permit – For Profit	Below 50 people: $100.00 Between 50-300 people: $200.00 More than 300 people: $300.00
	Additional Event fees (all events)	Off-Duty Police Officer: $50.00 per hour per officer for a minimum of 4 Hours, plus $25.00 Administrative fee Road Closures/Right of Way Closures: Fee subject to location and area size. Late Application Fee: $100.00
	Plumbing permits (including water, sewer, and gas)	Estimated value × 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value × 3.0 percent.
	Solar heating systems and designs	Fee computed as per building fee schedule, subsection (4). Note: Due to many variable designs and applications a separate electrical permit may be required.
	Electrical permits	Estimated value × 5.0 percent. Permit fee if the building is included in a master building permit issued by the Village: Estimated value × 3.0 percent.

Fees/Computations: Continued

The following fees shall be charged in addition to the permit fees set forth above:

Type	Fee
Updating of the information technology system: A surcharge fee equal to five percent of the Total Permit Fees shall be charged for the development, maintenance, and updating of an information technology system. This fee will be deposited into an enterprise account to support the information technology system for the Building and Zoning Department.	Minimum $5.00 Maximum $500.00
Document preservation fee to microfilm and maintain record of all building plans for future use Note: Fee will be waived for electronically submitted plan reviews	Pages up to 8.5″ × 14″, per page $0.25 Pages larger than 8.5″ × 14″, per page $1.00 Maximum $500.00
Building Department Training and Education Surcharge	$0.25 per $1,000.00 cost of construction. Fee to be collected on master permit and/or stand-alone permit.
Extended construction hours fee	Per Village Code Section 96.15, the Village Manager may set fees for extended construction hours requests based on the expected consumption of Village resources and staff time.
Use of Right-of-Way permit	$150.00 for every five day period

A permit shall expire and become null and void if the work authorized by the permit is not commenced within 180 days from the date of issuance of the permit or if the work when commenced is suspended or abandoned at any time for a period of 180 days.

Work shall be considered to have commenced and be in active progress when in the opinion of the Building Official a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the structure throughout the day on each full working day, weather permitting until the structure is completed.

Such work on only one day or testing shall not be considered commencement of work. If the work covered by the permit has not commenced or has been commenced and been suspended or abandoned, the Building Official may extend such permit for a single period of 180 days from the date of expiration of the initial permit if request for extension is made and received by the city prior to the expiration date of the initial permit. If the work covered by the permit has commenced, is in progress, has not been completed and is being carried on progressively in a substantial manner in accordance with the definition set forth herein, the permit shall be in effect until completion of the job.

Fees/Computations: Continued

If work has commenced and the permit becomes null and void or expires because of a lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work. If a new building permit is not obtained within 180 days from the date the initial permit became null and void, the Building Official shall require that any work which has been commenced or completed be removed from the building site; or he may issue a new permit, on application, providing the working place and requirements to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

The fee for renewal, re-issuance, and extension of permit shall be:

Within six months of the expiration date	50 percent of the original base permit fee plus a $125.00 Administrative Processing Fee.
After six months of the expiration date,	100 percent of the original base permit fees plus a $125.00 Administrative Processing Fee.
Extension of a permit before the expiration date,	$125.00.

Civil Plan Review	$95.00 per hour or the actual cost of engineering Civil plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village. Building Department to fully offset all fees and costs incurred by the Village in providing the civil review.
Flood Plan Review	$110.00 per hour or the actual cost of engineering Flood plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the flood review mandated by FEMA.

Name:	**Business Tax Receipts**
Receiving Fund(s):	General Funds
Purpose:	To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.
Fees/Computations:	The following fees shall apply to Business Tax Receipts:

Type	Fee
All Applications and Renewals for Business Tax Receipts will be charged an administrative fee over the fees listed below.	$ 25.00
ABSTRACT, land title warranties or security companies	$ 275.00
ACCOUNTANTS AND AUDITORS	$ 125.00
ADMINISTRATIVE OFFICE	$ 125.00
AGENTS, bureau, brokers, operators, or dealers of all kinds, including commercial, insurance, real estate, loans, claims, transportation, manufacture, or any other kind of *business* or occupation except pawnbrokers, for each class of *business* handled, each firm.	$ 125.00
ADVERTISING PRODUCTS & SERVICES	$ 125.00
For each individual connected therewith as a salesperson	$ 37.00
ALCOHOLIC BEVERAGE VENDOR CERTIFICATE FEES (REGULATORY).	
a- Establishment selling beer and wine, for consumption off premises (no food)	$ 150.00
b- Establishment selling beer, wine, and/or liquor for consumption on premises	$ 750.00
c- Establishment selling beer and wine for consumption on premises	$ 150.00
d- Extra-hour establishment selling beer, wine and/or liquor for consumption on premises	$ 2,500.00
ADULT CONGREGATE LIVING FACILITY	$ 780.00
ANIMAL KENNEL	$ 125.00
APARTMENT HOUSES	
a- Containing three or more apartment units shall pay the following minimum fee covering first 15 rooms	$ 125.00
b- For each additional room over 15, counting every room that can be leased or rented, not included kitchens and bathrooms	$ 5.00
ARCHITECTS	$ 125.00

Fees/Computations: continued

Type	Fee
ARTISTS, including retouching, sketching, cartooning, crayon or ferrotype or other similar line	$ 62.00
ATTORNEYS	$ 125.00
AUDIO VISUAL PRODUCTION SERVICE	$ 125.00
AUDITING FIRM	$ 125.00
AUTOMATIC TELLER MACHINES	$ 150.00
AUCTION SALES (GENERAL) (BONDED) PER DAY	$ 60.00
AUCTION STORE (BONDED) Section 117.04 states: "An annual business tax is hereby imposed upon auctioneers for goods, wares, and merchandise sold at auctions by the owner, agent, the	$ 1,750.00
AUTOMOBILES	
a – Dealers	$ 125.00
b - Rental Agencies	$ 125.00
AUTOMOBILES FOR HIRE, except sightseeing buses, per auto	$ 100.00
Plus, per vehicle	$ 75.00
Private school and nursery buses, per bus	$ 62.00
AUTOMOBILE PAINT SHOP (alone or in connection with any other *business*	$ 125.00
AUTOMOBILE TOWING, the following *businesses* located and certificated in the Village are exempt from this *tax* if the towing of automobiles is incidental to the operation of their *business* auto repair shop, service or filling station, and automobile agency, for the first three trucks	$ 225.00
Plus, for each additional truck	$ 75.00
AUTOMATIC COIN GAMES. (SEE MARBLE MUSIC, PICTURE MACHINES AND VIDEO)	
AUTOMATIC COIN-OPERATED LAUNDRY WASHING MACHINE DISTRIBUTOR, where machines are not used in connection with certificated laundry	$ 175.00
Each machine	$ 5.00
a - AUTOMATIC COIN-OPERATED LAUNDRY MACHINES, not otherwise certificated, upon persons maintaining the same, or the proprietor thereof, each machine	$ 5.00
b - AUTOMATIC COIN-OPERATED CLOTHES DRIERS, not otherwise certificated, or the operator thereof, where machines are not used in connection with certificated laundry, each machine	$ 5.00

Fees/Computations: continued	Type	Fee
	BAKERY (manufacturing) employing five persons or less	$ 100.00
	BAKERY GOODS MARKET (Retail) or Department, within the meaning of this section shall be construed as any place of *business* where bakery goods are sold at retail, for such *business* contained within a retail establishment	$ 50.00
	And for a standalone establishment	$ 125.00
	BARBER SHOPS AND BEAUTY SHOPS	
	Each shop (minimum)	$ 125.00
	Per chair	$ 25.00
	BICYCLES, rent and repair	$ 100.00
	BOAT LIVERY renting not over eight boats, jet ski, surfboards	$ 75.00
	For each additional five boats, jet ski, surfboards or additional portion thereof	$ 43.75
	BOATS AND SHIPS	
	a- storage basins and sheds	$ 375.00
	b- sightseeing or excursion	$ 375.00
	c- boat sales	$ 375.00
	BONDSMAN—professional, each one should pay	$ 125.00
	BOOT AND SHOE REPAIR SHOP	$ 75.00
	BROADCASTING	
	a- Cable Television	$ 1,050.00
	b- Radio	$ 1,000.00
	c- Television	$ 1,500.00
	BUILDING AND LOAN ASSOCIATIONS; MORTGAGE COMPANIES; SAVINGS AND LOAN ASSOCIATIONS; BANKS CHARTERED BY THE STATE OF FLORIDA OR THE UNITED STATES OF AMERICA, AND EACH BRANCH THEREOF	$ 500.00
	BURGLAR ALARM/MONITORING COMPANY	$ 125.00
	BUTCHER/BUTCHER SHOP	$ 125.00
	CANDY AND CONFECTIONERY MAKERS employing five persons or less	$ 125.00

Fees/Computations: continued	Type	Fee
	CARPET CLEANING	$ 150.00
	RENTAL (per machine)	$ 10.00
	CARPET INSTALLERS, FLOOR COVERING, CARPET, TILES, GLASS, ETC.	$ 125.00
	CAR WASH	$ 200.00
	CATERER	$ 125.00
	CHECK CASHING	$ 200.00
	CHEMISTS	$ 125.50
	CHIROPODIST (See division (A)(88) Podiatrists)	$ 125.00
	CHIROPRACTORS	$ 125.00
	COIN-OPERATED MERCHANDISE OR SERVICE VENDING MACHINES, except machines vending newspapers, drinking cups or postage stamps not otherwise provided for herein (distribution)	$ 125.00
	Each $0.01 machine 6.50	
	Each $0.02 through $0.15 machine 6.25	
	Each machine $0.16 and over 6.25	
	"Provided, further, that any person placing and maintaining any coin-operated newspaper vending machine or device in any public place shall procure and file with the Village Manager, or his designee, a liability insurance policy insuring such person for injury to the public caused by such machines in the sum of $10,000.00 for injury to any one person in the same accident, and $20,000.00 for injury to more than one person in the same accident, and $1,000.00 property damage in any one accident."	
	COMMERCIAL SANITATION SERVICES	$ 400.00
	COMPUTER DESKTOP PUBLISHING AND/OR VIDEO EDITING	$ 125.00
	COMPUTER RELATED SERVICES (not elsewhere classified)	$ 125.00
	CONSULTANT	$ 125.00
	CONTRACTORS	$ 250.00
	COURIER	$ 125.00

Fees/Computations: continued

Type	Fee
DANCE STUDIOS (where lessons are given to students, State certification required prior to issuance of license	$ 125.00
DATA PROCESSING SERVICE AGENCY	$ 125.00
DATA PROCESSING SOFTWARE DEVELOPMENT	$ 125.00
DAY CARE	$ 200.00
DENTISTS	$ 125.00
DETECTIVES, INCLUDING CIVIL, COMMERCIAL, CORPORATION, CRIMINAL, INDUSTRIAL, INSURANCE, RAILROAD AND OTHER SIMILAR INVESTIGATIONS	$ 125.00
DIETICIANS	$ 125.00
DOCTORS, PHYSICIANS, AND THE LIKE	$ 125.00
DOG GROOMING OR SMALL ANIMAL CLINIC OR PET SHOP EXCLUDING THE SALE OF DOGS	$ 125.00
DRESSMAKING/ALTERATIONS (no saleable stock without merchants license	$ 125.00
DRY CLEANING AND LAUNDRY (on premises)	$ 175.00
ELECTRICAL ENGINEERS	$ 125.00
ELECTROLOGISTS	$ 125.00
ELECTROLYSIS	$ 125.00
EMPLOYMENT AGENCY	$ 125.00
ENGINEERS (state license required)	$ 125.00
ENGRAVERS	$ 125.00
EXTERMINATORS, INSECT AND VERMIN	$ 175.00
FILM INDUSTRY	$ 150.00
FISH MARKETS	$ 150.00

Fees/Computations: continued	Type	Fee
	FLORISTS, subject to the provisions of Chapter 35 of this Code	$ 100.00
	FRUIT AND VEGETABLE MARKETS OR DEPARTMENTS, within the meaning of division (A)(48) of this section, shall be construed as any place of *business* where undried fruits and vegetables are sold at retail	$ 200.00
	FRUIT, NUT, AND THE LIKE, PACKING, SHIPPING, whether operated in connection with any other *business* or not, subject to the provisions of this Code	$ 200.00
	GARAGE, PUBLIC, for storage, repairing of automobiles, trucks and other motor vehicles, in addition, garages or service stations, selling accessories also require a merchant's receipt and garages must pay agent's *business tax* for each make of car for which they are authorized agents	$ 200.00
	GARDENER (see Landscape Maintenance)	
	GROCERY STORES, within the meaning of this section, shall be construed as any place of a *business* where groceries and food products are sold at retail	
	a- Under 5,000 square feet	$ 468.75
	b- Over 5,000 square feet	$ 781.25
	HAIRDRESSING (see Beauty Shops)	
	HALL FOR HIRE	$ 125.00
	HELIPORTS	$ 250.00
	HOMEOPATHIC PHYSICIANS	$ 125.00
	HOTELS	$ 500.00
	ICE CREAM, makers or manufacturers of	
	a- Employing five persons or less	$ 125.00
	b- Employing more than five persons	$ 150.00
	CERTIFICATES TO BE PAID BY INSURANCE COMPANIES:	
	A *business tax* in the amount of ~~$125.00~~ $50.00 shall be required to be paid by all insurance companies conducting or engaging in *business* in the Village.	$ ~~125.00~~ 50.00
	INTERIOR DESIGNERS/DECORATORS	$ 125.00

Fees/Computations: continued

Type	Fee
JEWELERS shall be required to pay merchants *business tax*	$ 125.00
LABORATORIES, chemical, dental, optical or x-ray	$ 200.00
LABORATORY TECHNICIANS	$ 125.00
LANDSCAPE MAINTENANCE	$ 75.00
MARBLE MACHINES, ELECTRONIC GAMES, PICTURE MACHINES, VIDEO, AUTOMATIC COIN GAMES, or devices of skill or other similar machines or games operated for profit. Every person selling, leasing or renting one or more marble machines, electronic game, automatic coin game, video game, or device of skill or other similar machine or games (not in excess of three at any one location) for, or in connection with any other *business* shall, as a prerequisite, be required to pay a *business tax* of	$ 125.00
MASSEURS	$ 125.00
MEAT MARKETS OR MEAT DEPARTMENTS, within the meaning of this subsection shall be construed as any place of *business* where fresh meats, poultry or processed meats are sold at retail	$ 150.00
MECHANICAL ENGINEERS	$ 125.00
MERCHANTS, all persons engaged in the *business* of selling merchandise of any kind, sort or description, except as otherwise specifically provided by this section, shall be required to pay a merchant's *business tax*	$ 125.00
MESSENGER SERVICE, exclusive of telegrams	$ 100.00
MIRRORS/GLASS, makers or manufacturers of:	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
MONEY ORDER AGENCIES	$ 50.00
MONEY TRANSFER AGENCY	$ 150.00
MOTION PICTURE/VIDEO RENTAL AGENCY	$ 200.00
MUSIC, furnished by telephone wire	$ 187.00

Fees/Computations: Continued	Type	Fee
	MUSIC BOXES, MECHANICAL PHONOGRAPHS, CONSOLES, JUKE BOXES or other similar machines. Every person selling, leasing or renting one or more music box, mechanical phonograph, console, juke box, or other similar machine along or in conjunction with any other *business* shall, as a prerequisite, be required to pay *business taxes* as follow:	
	a- The applicant (distributor) desiring to sell, rent or lease one or more music box, mechanical phonograph, console, juke box or other similar machine shall file with the license department in person, if a natural person, or by duly authorized agents of the firm or corporation a *business tax* receipt to do *business* in the Village. Such receipt shall be issued to the applicant to engage in the selling, leasing, or renting of music boxes, mechanical phonographs, consoles, juke boxes or other similar machines alone or in connection with any other *business* upon the payment of a *business tax*	$ 625.00
	b- In addition to the foregoing, there shall be imposed upon music boxes, mechanical phonographs, consoles, juke boxes, or other similar machines sold, leased or rented as aforesaid a *business tax* as follows: On each of the first 35	$ 125.00
	c- For operating a music box, mechanical phonograph, console, juke box, or other similar machine where the operator thereof is not engaged in the *business* of selling, leasing, or renting any of such devices and where the operator of such device is the owner, thereof, there shall be paid a *business tax*	$ 125.00
	Provided, however, that where such music box, mechanical phonograph, console, juke box or other similar machine is operated by coin receiving remote control selector unit or device used in connection with such music box, mechanical phonograph, console, juke box, or similar machine an additional *business tax*	$ 12.25
	Provided, however, that before any such music box, mechanical phonograph, console, juke box, or other similar machine is so operated or used, a metal tag for each of same must be obtained from the Village Manager, or his designee, and must be affixed to the instrument or machine in a conspicuous place by the *business tax* receipt, such tag to be numbered serially and bear such appropriate inscription as the Village Manager, or his designee, may designate. Failure by the receipt holder to affix or cause to be affixed such tags to such instrument machine so certificated shall constitute a violation of this chapter.	

Fees/Computations: Continued

TYPE	FEE
NEWS DEPOT, not in connection with other *business*	$ 75.00
NEWSPAPERS OR PERIODICALS	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
NIGHTCLUBS	$ 2,500.00
NURSING HOMES, PRIVATE HOSPITAL AND CONVALESCENT HOME	$ 1,000.00
OPTICIANS	$ 125.00
OPTOMETRISTS	$ 125.00
OSTEOPATHS	$ 125.00
PARALEGALS	$ 125.00
PAWN SHOPS	$ 250.00
PHARMACISTS	$ 125.00
PHOTOGRAPHERS, not itinerant, including developing and printing or agencies for same or both	$ 125.00
PHYSICAL CULTURE DIRECTORS	$ 125.00
PHYSIOTHERAPISTS	$ 125.00
PICTURE FRAMING	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
c- Post office box service agency	$ 125.00
PICTURE TAKING MACHINES, each machine	$ 100.00
PODIATRISTS	$ 125.00
PRINTING, all kinds	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
c- Post office box service agency	$ 125.00
PRIVATE SCHOOLS, SCHOOLS, COLLEGES OR OTHER EDUCATIONAL OR TRAINING INSTITUTIONS, operated for profits, for each place of *business*	$ 250.00
PROPERTY MANAGEMENT, or the *business* or service of opening and closing of homes, or both	$ 125.00
RADIO DEALERS (See Merchants for rate)	
COMMERCIAL RECYCLING	$ 400.00

Fees/Computations: continued

TYPE	FEE
REPAIR SHOPS, including upholstering, furniture repairing, keys and locks, knife and lawn mower sharpening, refrigerator, and the like, for each place of business	$ 125.00
RESTAURANTS, DRUGSTORES, or other establishments serving food, permitting the operation of cafe, cafeteria, public dining room, tea room or restaurant with chairs or stools, each to count as one seat:	
a- The first 20 seats shall pay a minimum fee of	$ 125.00
b- For each additional seat over ten through 800	$ 5.00
c- For each additional seat over 800	$ 5.00
d- Flat annual fee for outdoor dining	$ 250.00
RUBBER STAMPS, MAKERS OR MANUFACTURERS OF, employing five persons or less	$ 125.00
SERVICE STATIONS	
a- First pump	$ 250.00
b- Each additional pump	$ 70.00
SIGHTSEEING BUSES, each bus	$ 75.00
SIGN WRITERS, provided one must have contractor's license and permit from the Chief Building Inspector in order to erect signs over six square feet in area	$ 125.00
SOCIOLOGIST OR MARRIAGE COUNSELOR	$ 125.00
SODA FOUNTAINS, provided that soda fountains operate in connection with regularly drugstore with a business tax receipt, restaurant or confectionery store do not require a	$ 85.00
SOLARIUM	$ 150.00
HEALTH SPAS AND CONVALESCENT HOMES	$ 780.00
SWIMMING POOLS (See Merchants or contractor's business tax receipt as applicable	$ 75.00
TAILOR, each shop	$ 125.00
TAX COLLECTION AGENCIES, includes auto tags, drivers' licenses, hunting and fishing licenses, boat registration, etc.	$ 175.00
TAXIDERMISTS	$ 125.00
TELEGRAPH/TELEPHONE COMPANIES	$ 200.00
THEATERS	$ 450.00
THEATRICAL OR DRAMATIC TROUPES, or companies for profit where performance is not given in a local theater holding a business tax receipt, each performance	$ 200.00
"THEATRICAL PERFORMANCE, wholly for benevolent or, charitable purposes, no license required	Exempt

Fees/Computations: Continued

TYPE	FEE
TOWEL AND LINEN SUPPLY SERVICE, not including commercial laundry work, for each person delivering	$ 150.00
TRANSFER BUSINESS (baggage)	$ 125.00
TRANSPORTATION SERVICE	$ 150.00
TRAVEL BUREAU	$ 150.00
VALET PARKING, at hotels, high-rise apartments, houses each location	$ 175.00
WEIGHING MACHINES, each machine	$ 6.00
WHOLESALE DEALERS	
a- In dry goods, notions, jewelry, clothing, groceries, fruits, vegetables, produce of all kinds, or other merchandise, on foot or from wagons, trucks or other vehicles, selling or delivering at wholesale, including wholesale dry cleaners and wholesale laundries, except delivering on orders previously taken	$ 200.00
b - Provided, however, that any such wholesale dealers in meats and poultry who solicit or take orders for or deliver any cleansed, drawn or cut poultry or fresh meats, excluding hindquarters, smoked meats or fresh meats in bulk, without having a bona fide established place of business in the Village shall be required to obtain a permit as provided for in the case of retail solicitors and required to obtain separate business tax receipt thereof at	$ 200.00
WINDOW CLEANERS AND JANITOR SERVICE	$ 200.00

Name:	**Police Services**
Receiving Fund(s):	General Funds
Purpose:	The Police Department will deliver the highest level of efficient and effective community based public safety services through our unwavering commitment to organizational excellence.
Fees/Computations:	

TYPE	FEE
False alarm fee for non-emergency Fire and Police alarms	The first two are $0; each additional false alarm is $300
Fingerprinting Services (Ink Cards)	$25 per set
No Trespassing Sign	$50 per sign

Name:	**Public Work Department Fees**
Receiving Fund(s):	General Funds
Purpose:	Assist in the maintenance of all Village streets, including resurfacing, potholes repair, re-striping. The Department is also responsible for the landscaping, signage, water systems, sewer systems, stormwater systems, and parking throughout the Village.
Fees/Computations:	

TYPE	FEE
Rental of municipal parking (in front of Treasure Island Care Center) located east of the intersection of Mutiny and North Treasure Dr.	$2,000 per month parking lease from TICC
Visitor Metered Parking in Harbor Island	$2.00 per hour for metered parking
Monthly Guest Parking Permit (if available)	$75.00 per month
Parking Permit for Residents of Legacy Buildings in Harbor Island	$100.00 per year
Additional Parking Permit for Residents of Legacy Buildings in Harbor Island (if available)	$150.00 per year
Parking Permit for Residents of Non-Legacy Buildings in Harbor Island (if available)	$300.00 per year
Parking Permit Transfer Fee for Residents in Harbor Island	$25.00 per transfer
Commercial Employee Parking in Harbor Island	$300.00 per year
Commercial & multifamily buildings inspections for probable sewer backup when a backup occurs on the private property side.	$50.00 per each occurrence

Name:	**Lobbyist Registration**
Receiving Fund(s):	General Funds
Purpose:	To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.
Fees/Computations:	

TYPE	FEE
Lobbyist Annual Registration Fees and Lobbyist Principal Fees	$300 annual fee; $100 per principal

Name:	**Short Term Vacation Rental Licenses**
Receiving Fund(s):	General Funds
Purpose:	Short term vacation rental (STVR) licensing fees shall be used to cover costs associated with the administration and enforcement of short term vacation rental regulations for Short Term Vacation Rental properties.
Fees/Computations:	

TYPE	FEE
Initial License Application Fee	$800.00
License Renewal or Modification Fee	$500.00
Change of Agent	$250.00
Vested Rights Determination Application	$1,500.00
Appeal of Vested Rights Determination	$1,000.00

ITEM NO. 11.B

North Bay Village
Recommendation Memorandum

DATE: October 1, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Samuel Bejar, Deputy Chief of Police

SPONSORED BY:

SUBJECT: **A Resolution Authorizing the Usage of Avis Budget Group, Inc. for Rental Vehicles Services via a State of Florida Piggyback Contract - Interim Village Manager Frank Rollason *(Deputy Chief of Police Samuel Bejar)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE USAGE OF THE AVIS BUDGET GROUP, INC. FOR RENTAL VEHICLES UTILIZING A CONTRACT COMPETITIVELY BID BY THE STATE OF FLORIDA DEPARMENT OF MANAGEMENT SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the proposed Resolution and authorize the Village Manager to execute any necessary documents for vehicle rental services.

BACKGROUND AND ANALYSIS

The Village intends to engage and use Avis Budget Group, Inc for vehicle rentals by utilizing a piggyback contract from the State of Florida Department of Management Services.

North Bay Village requires the rental of vehicles on an as-needed basis for various departments, such as the Police Department for undercover operations, Public Works when fleet vehicles are unavailable or while awaiting the delivery of new vehicles, and Special Events for transporting children in vans during field trips. These rentals are essential for ensuring the safety of the Village's residents and visitors, as well as for supporting the daily operations of the Village.

The State of Florida, Department of Management Services competitively awarded Contract

No. 78111-808-20-1 to Avis Budget Group, Inc. (the “Contractor”) on September 8, 2020, as amended. The pricing of the State Contract for the Rentals is reasonable, and the terms and conditions of the State Contract are in the best interest of the Village.

Section 36.25(L) of the Village Code provides that a contract may be awarded without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village.

It is in the Village’s best interest to piggyback of a contract that was competitively bid by the State of Florida Department of Management Services for vehicle rentals. The Village will utilizing the pricing, terms, and conditions of the State Contract for the services.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Within Budgeted Funds of applicable departments needs

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution - Avis Budget Group
State Contract - FL Dept Mgn. Serv.
State Contract Amendment

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE USAGE OF THE AVIS BUDGET GROUP, INC. FOR RENTAL VEHICLES UTILIZING A CONTRACT COMPETITIVELY BID BY THE STATE OF FLORIDA DEPARMENT OF MANAGEMENT SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") is in need of renting vehicles, on an as needed basis, for use by various departments (e.g., as undercover/unmarked police vehicles) ("Rentals") to protect the safety of the Village's residents and visitors and to facilitate the provision of day-to-day operations of the Village; and

WHEREAS, the Rentals required by the Village have been competitively bid by the State of Florida, Department of Management Services (the "State") which issued Request for Proposals No. 01-78111808-D (the "RFP") for the Rentals and competitively awarded Contract No. 78111-808-20-1 to Avis Budget Group, Inc. (the "Contractor") pursuant to the RFP, which contract is dated September 8, 2020, as amended (the "State Contract"); and

WHEREAS, the Village Manager has reviewed the State's RFP and the competitively awarded State Contract and has determined that the award of the State Contract pursuant to the RFP was consistent with the competitive procurement requirements that would have been required under the Village Code; and

WHEREAS, the Village Manager has further determined that the pricing of the State Contract for the Rentals is reasonable, and the terms and conditions of the State Contract are in the best interest of the Village; and

WHEREAS, Section 36.25(L) of the Village Code provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, the Village Commission finds that it is in the Village's best interest to award a contract to the Contractor utilizing the pricing, terms, and conditions of the State Contract for the Rentals based on the Village Manager's recommendations; and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission desires to authorize the Village Manager to use the Contractor for the Rentals based on the terms of the State Contract and execute any other required documentation for the Rentals, subject to approval of the Village Attorney as to form, content, and legal sufficiency; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Authorization. That the Village Commission hereby authorizes the Village Manager to issue and execute any and all required documentation for the Rentals described in this Resolution, subject to approval by the Village Attorney as to form, content and legal sufficiency, and to take any action which is reasonably necessary to implement the purpose of this Resolution, including the expenditure of budgeted funds.

Section 3. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this ___ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

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Rental Vehicles
Contract No. 78111808-20-1
Between Florida Department of Management Services and Avis Budget Group, Inc.

This Contract is between the State of Florida (State), Department of Management Services (Department), Division of State Purchasing (Division), with offices at 4050 Esplanade Way, Tallahassee, FL 32399-0950, and Avis Budget Group, Inc. (Contractor), collectively referred to herein as the "Parties."

The Department and Contractor entered into negotiations as outlined in Section 287.057(5), Florida Statutes, for a Rental Vehicles Contract. After negotiations, the Department and the Contractor mutually agreed on acceptable terms and conditions and have decided to enter into this Contract.

Accordingly, the Department and Contractor agree as follows:

1. **Contract Term**
   The term of this Contract No. 78111808-20-1, Rental Vehicles, will be for five (5) years with up to five (5) years of renewals. The contract term will begin on September 30, 2020, or the date of the last signature on this Contract, whichever occurs later.

2. **Contract**
   As used in this document, the term "Contract" (whether or not capitalized) shall, unless the context requires otherwise, be considered to be a reference to this Contract.

   This Contract, together with the following attachments, all incorporated by reference, sets forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

   All attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract attachments shall have priority in the order listed below:

   a) Contract Exhibit A, Statement of Work
   b) Contract Exhibit B, Special Contract Conditions
   c) Contract Exhibit C, Contractor's Submitted Price Sheet
   d) Contract Exhibit D, Select Out-of-State City Surcharges
   e) Contract Exhibit E, Offered Brands Acknowledgment

3. **Amendments**
   No oral modifications to this Contract are permitted. All modifications to this Contract must be in writing and signed by both parties.

   Notwithstanding the order of priority listed in Section 2, amendments executed after the Contract is executed may expressly change the provisions of the Contract, in which case the most recent amendment will take precedence over anything else that is part of the Contract.

4. Due to the ongoing state of emergency caused by COVID-19, the minimum operating hours provision of section 21.2 of the Statement of Work is waived for the first six months of the Contract.

This Contract is executed upon signature of authorized officers as of the dates signed below:

State of Florida,
Department of Management Services

DocuSigned by:
2EEF8C7BA0D34CA...

By: **Jonathan R. Satter**
Secretary

9/8/2020 | 3:41 PM EDT

Date

Avis Budget Group, Inc.

DocuSigned by:
Beth Kinerk
E2897ED111E54D0...

By: **Beth Kinerk**
Senior Vice President

9/8/2020 | 3:05 PM EDT

Date

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CONTRACT EXHIBIT A

Contract No. 78111808-20-1
Rental Vehicles
Statement of Work

1 General Requirements

1.1 Contractor shall provide Customers with rental vehicle services for in-state and out-of-state travel.

1.2 Contractor shall provide vehicles to any Renter who possesses a valid driver's license and proof of employment by a Customer, is at least 18 years of age, and has a form of payment allowed under the rental agreement. Contractor shall not require any additional prequalification either via oral or written inquiry, and Contractor shall not apply a minimum age surcharge to Business Rentals.

1.3 Contractor shall allow the Renter's Personal Associates and Business Associates to operate the rental vehicle, as an additional driver, for both Business Rentals and Leisure Rentals, at no additional fee.

1.4 Contractor may impose a minimum age requirement exclusively for the rental of Passenger Vans for 12 or more people. The Contractor's minimum age requirement shall not exceed 21 years of age for Business Rentals or 25 years of age for Leisure Rentals. Contractor shall immediately notify the Department in writing upon the imposition of a minimum age requirement for the rental of Passenger Vans for 12 or more people.

1.5 Contractor shall secure, maintain, and pay for any federal, state, and local licenses required to provide the services described in this Contract.

2 Definitions

2.1 **Brand** – Contractor's affiliate, subsidiary, or sister company (a subsidiary that is owned by the same parent company as the Contractor) engaged in the business of renting vehicles.

2.2 **Business Associate** – A duly licensed driver who is traveling with the Renter for the purpose of conducting State business or performing official duties and is either: 1) a Customer's employee, or 2) an employee of a State contractor, vendor, or supplier, or 3) a volunteer performing an official State function.

2.3 **Business Use or Business Rental** – Renter's use of rental vehicle to conduct work activities authorized by the Customer.

2.4 **Class** – The category of rental vehicle.

2.5 **Clean Vehicle** – A rental vehicle in Excellent or Very Good Condition, with a washed exterior and free of dirt, debris, mud, and bug residue; a clean interior free of trash and vacuumed; clear windows with no glare or film; and no residual odors, smoke, or cigarette smell.

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2.6 **Customer** – Any Agency, as defined in section 287.012(1), F.S., or any Eligible User, as defined in Rule 60A-1.001(2), F.A.C., that procures services under the Contract.

2.7 **Daily Rental** – Rental that is one (1) 24-hour period in length.

2.8 **Excellent or Very Good Condition** – A vehicle that looks new or has minor cosmetic defects, and that is in excellent mechanical condition, as defined in Kelley Blue Book.

2.9 **Leisure Use or Leisure Rental** – Renter's use of vehicle for personal travel.

2.10 **Monthly Rental** – Rental that is thirty (30) days in length

2.11 **Personal Associate** – A duly licensed driver traveling in the rental vehicle with the Renter who has one of the following relationships with the Renter: spouse, domestic partner, or the Renter's children who are above the age of 25 and who reside at the Renter's primary residence.

2.12 **Renter** – A Customer's authorized representative or employee who is authorized to rent vehicles for travel.

2.13 **Weekly Rental** – Rental that is seven (7) days in length.

3 Rental Agreement

Contractor shall prepare a rental agreement for each Renter who rents a vehicle under this Contract. Any additional terms and conditions contained in Contractor's rental agreement that conflict with this Contract are invalid.

4 Contracted Vehicle Classes

4.1 **Primary Vehicle Classes -** The Classes of vehicles listed below are the most desired by the State. The Contractor shall have the following Classes of vehicles available for rent under this Contract:

State Class	ACRISS Code	Category	Type	Transmission	Fuel/Air Conditioning
Compact	CCAR	Compact	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Intermediate	ICAR	Intermediate	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Full-size	FCAR	Full-size	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Minivan	MVAR	Mini	Passenger Van	Auto Unspecified Drive	Unspecified Fuel/Power With Air
12 Passenger Van	FVAR	Standard	Passenger Van	Auto Unspecified Drive	Unspecified Fuel/Power With Air

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State Class	ACRISS Code	Category	Type	Transmission	Fuel/Air Conditioning
Standard SUV	SFAR	Standard	SUV	Auto Unspecified Drive	Unspecified Fuel/Power With Air

4.2 **Additional Vehicle Classes –** The Contractor shall also have the following Classes of vehicles available for rent under this Contract:

State Class	ACRISS Code	Category	Type	Transmission	Fuel/Air Conditioning
Economy	ECAR	Economy	2/4 Door	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Intermediate SUV	IFAR	Intermediate	SUV	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Large SUV	FFAR	Full-size	SUV	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Standard Pickup	SPAR	Standard	Pickup	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Large Pickup	PPAR	Premium	Pickup	Auto Unspecified Drive	Unspecified Fuel/Power With Air
Standard Hybrid	XCAH or XCAI	Standard	2/4 Door	Auto Unspecified Drive	Hybrid Air or Hybrid Plug In Air

5 Vehicle Availability

Contractor shall maintain a sufficient number of vehicles on hand to meet the needs of Renters with reservations in the Contracted Vehicle Classes.

If a reserved vehicle is not available at the time of pickup by the Renter, Contractor shall provide an authorized upgrade, as described in Section 6, Authorized Upgrades, and shall note on the invoice that a higher-Class vehicle was substituted at the same or a lower price.

6 Authorized Upgrades

Contractor may offer a vehicle upgrade at no increase in cost to the Renter. When a reserved vehicle is unavailable or when a vehicle replacement is warranted, the Contractor may offer, with the approval of the Renter, a higher-Class vehicle (within the ACRISS series) at no additional cost to or Renter. Minivans, trucks, and SUVs are permissible upgrades for any of the CAR series with the approval of the Renter.

7 Vehicle Requirements

7.1 Contractor shall provide Renters with rental vehicles with fewer than 35,000 miles, unless authorized in writing in advance by the Department to offer vehicles with higher mileage. Contractor certifies that odometer and original miles are accurate. In the event that Contractor has no vehicles with fewer than 35,000 miles available

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for rental, Contractor may offer the Renter a rental vehicle with more than 35,000 miles. If the Renter does not accept the rental vehicle, no vehicle will be deemed available and Contractor will be subject to the provisions of Section 35 herein.

7.2 All vehicles supplied to Renters must have the following minimum standard equipment: automatic transmission, power steering, power brakes, power locks, power windows, air conditioning, AM/FM radio, air bags, cruise control, and all-season radial tires. In the event that Contractor has no vehicles with cruise control available for rental, Contractor may offer the Renter a rental vehicle without cruise control. If the Renter does not accept the rental vehicle, no vehicle will be deemed available and Contractor will be subject to the provisions of Section 35 herein.

7.3 Contractor shall equip and maintain all rental vehicles to meet all federal, state, and local vehicle safety standards, codes, and ordinances.

7.4 At the time of vehicle pickup, Contractor shall deliver to the Renter a Clean Vehicle that has been properly serviced. Contractor shall ensure that the vehicle is in good and working order and that the vehicle is not displaying warning lights or symbols, the vehicle has the proper fluid and coolant levels, the tires have been inspected for tread wear and inflation level, the breaks are not squealing, and wiper blades are functional. All vehicles should be in Excellent or Very Good Condition with no body damage or mechanical problems.

7.5 In inclement winter weather, upon request, vehicle must be equipped with snow tires or chains as appropriate and furnished with an ice scraper. Contractor may charge the additional fee, if any, identified in the rental agreement for the rental of tire chains. On request from Renter, Contractor shall provide instruction to the Renter on the proper installation of tire chains. Renters are not responsible for chain damage to the vehicle.

7.6 If available, Contractor shall provide hand controls for the disabled when requested by the Renter.

7.7 All vehicles rented under this Contract shall be non-smoking.

8 State-Approved Vehicle Class

Unless otherwise specifically requested by the Renter, the State-approved vehicle Class shall be “Compact” unless upgraded by Contractor at no additional cost.

9 Contractor Brands

Services provided through Contractor’s multiple Brand(s), if any, shall be provided at the same Contract rates and shall comply with all terms and conditions set forth in the Contract. Contractor is fully responsible for the compliance and performance of its Brands.

10 Reservation Requirements

10.1 Contractor shall maintain a State-dedicated online reservation system where Customers and Renters can access the rates under this Contract. The reservation system shall maintain an uptime of 99.5% for Renters to make reservations and

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access available information. Contractor shall make available the Contract rates on all major Global Distribution Systems (GDS). Contractor shall maintain a toll-free, 24-hour per day reservation phone number through which Contractor's personnel will have access to the Contract rates. Contractor shall also accept reservations at rental locations via walk-in and local telephone number. Contractor's personnel at all Contractor rental locations must have access to the rates and terms and conditions contained in this Contract.

10.2 Upon acceptance of the reservation, Contractor shall issue a confirmation number and provide written confirmation via email to the Renter.

10.3 Contractor shall not charge additional fees for reservations made less than 24 hours prior to pick up.

10.4 Contractor shall provide the reserved vehicle Class or a higher Class, if accepted by the Renter, at no additional charge for all Customer reservations.

10.5 If the Renter is not present at the estimated vehicle pickup time, Contractor shall hold the reservation for three (3) hours after the Renter's estimated time of arrival prior to release.

10.6 Whenever possible, the Renter will advise Contractor of any change of travel plans necessitating rental vehicle cancellation or delayed pickup. However, in no situation will the State, the Department, Customer, or Renter be liable for payment of "no shows."

11 Vehicle Pickup

11.1 Contractor will verify that the Renter is an employee or authorized representative of a Customer by requesting employee identification, badge, or written authorization on letterhead of the Customer, in physical or electronic form, at or before the time of vehicle pickup. The Renter's provision of identification constitutes prima facie evidence of the Renter's eligibility to utilize this Contract.

Contractor shall perform all processing necessary to rent the vehicle (drive off the lot) within thirty (30) minutes after the arrival of the Renter at the rental pickup location, except as provided in Section 22.3.

Contractor may request the Renter to sign Contractor's standard rental agreement to document the delivery of the vehicle. Contractor shall provide to Renter a completed copy of the standard rental agreement showing:

a. The Class of vehicle rented and the itemized charges and total projected charges to be billed for the rental.

b. Date, time, and location for the vehicle's return. The Contractor shall include a description of the charges that may be applied for late returns of vehicles.

c. Odometer reading upon pickup.

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d. Fuel level upon pickup, expected fuel level upon return, and the rate that will be charged for fuel if returned with insufficient fuel level.

e. Telephone numbers to be used in case of problems (breakdown, accident, etc.) or questions.

11.2 At all rental locations, Contractor shall furnish vehicles containing a full tank of gas.

11.3 If Renter agrees to drive a vehicle with less than a full tank of gas, the rental agreement must be clearly marked indicating the level of fuel in the vehicle at the beginning of the rental period. If the Renter returns the vehicle with more fuel than provided by Contractor at the beginning of the rental period, Contractor is required to credit the rental receipt/invoice with the difference.

12 Alternate Pickup and Drop-Off Personnel

For Business Rentals, Contractor shall allow designated personnel who are employed by the Customer to pick up and return a rental vehicle for use by a Renter who has provided written authorization on agency or government letterhead at the time of pickup for the designated personnel to pick up and return a rental vehicle on behalf of the Renter. The designated personnel picking up and returning the vehicle must provide a valid driver's license and employee badge or employee identification. For Leisure Rentals, the Renter must be present to pick up the vehicle. Personal Associates may return the Leisure Rental to a rental location, subject to the requirements of Section 16.

13 Maintenance and Operating Expenses

The only maintenance and operating expense for which the Customer or Renter may be billed is gasoline or another fuel type (e.g., diesel, compressed natural gas, etc.) required to operate the vehicle. All other maintenance and operating expenses are the responsibility of Contractor. Contractor shall only supply vehicles that have been maintained in accordance with manufacturer's requirements, industry standards, and all applicable laws.

14 Mechanical and Safety Issues

If, in the Renter's judgment, a vehicle in the Renter's possession becomes substantially impaired or unsafe to operate, Contractor shall immediately replace the vehicle upon notification by the Renter, at no additional charge. Contractor shall deliver the replacement vehicle to the Renter's location or provide transportation, at no additional cost, to the Renter and any passengers, to the Contractor's nearest rental location for a replacement vehicle within two (2) hours of being notified by the Renter. Notification is defined as first contact with a Contractor's employee or designated roadside assistance service provider. Contractor shall be responsible for all repairs and towing of the impaired vehicle.

15 Breakdowns, Unsafe Conditions, and Emergency Assistance

In the event of a vehicle breakdown, a situation in which the Renter believes the vehicle is unsafe (as described in Section 14, above), or other vehicle emergency, the Contractor shall act to resolve the situation immediately, but in all cases Contractor shall resolve the situation within two (2) hours. Notification is defined as first contact with a Contractor's employee or designated

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roadside assistance service provider. In all cases, the Contractor's primary consideration is the safety and security of the renter and passengers. Contractor shall provide a 24-hour toll-free roadside assistance number to Renter at the time of vehicle pickup. Personnel operating the roadside assistance number shall be familiar with and have access to the terms and conditions of the Contract.

Breakdowns are situations where the vehicle either no longer operates as intended or does not operate at all. Examples of breakdowns include but are not limited to: brake failure; failure to accelerate; vehicle shaking; difficulty steering the vehicle; overheating; engine smoking; bald or flat tires; locking keys in the car; and running out of gas. Contractor shall be responsible for all costs associated with roadside assistance, however Renter will be responsible for the cost of gas replacement and key replacement when Renter error caused the emergency.

In the event of a breakdown the Contractor shall remedy the situation within two (2) hours of being notified by the Renter (ex. fix the flat tire, jump start the vehicle, refill the vehicle with gas, unlock the vehicle) or replace the vehicle, as described in Section 14 of this document. Replacement vehicles shall be the same or greater Class and shall be provided at no additional charge.

Emergencies include but are not limited to situations that have resulted in or may imminently result in harm to the operator, passengers, or property. Examples of an emergency are collisions and instances when the vehicle is not able to be safely operated. In these situations, immediate assistance is required.

The Contractor shall presume that a Renter's notification regarding breakdowns, unsafe conditions, and emergency assistance is valid.

Contractor must track the status of the event until resolved to the Renter's satisfaction.

16 Vehicle Return

16.1 Vehicles should be returned on the date and at the rental location specified on the rental agreement provided at pickup. If the Renter returns the vehicle 59 minutes late or less, no overtime rates shall be assessed. If the Renter returns the vehicle more than 59 minutes late, a one-hour late fee may be assessed. If the accumulated additional hours rate exceeds the value of the Daily Rental rate, Contractor shall bill for the Daily Rental rate.

16.2 The vehicles should be returned with a full tank of gas (as long as the vehicle was full at pickup).

16.3 Refueling Charge.

a. Rates for all Classes of vehicles provided under the Contract are dry rates and do not include fuel. Gasoline and other forms of fuel (e.g., diesel) will be charged to the Renter when the vehicle is returned with less than a full tank of fuel according to the vehicle fuel gauge. Prior to returning the vehicle, Renters must refill the vehicle or pay the refueling charge.

b. If a rental vehicle is returned with less fuel than a full tank of gas and a refueling charge is applied, the refueling charge will be calculated by multiplying the per-gallon rate by the number of gallons needed to fill the tank to the fuel level at the

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time of pickup. The refueling charge and the per-gallon rate shall be separately itemized on the rental invoice.

c. The per-gallon rate shall be the Florida Midgrade (Conventional Areas) rate as posted on the first Monday of every month in the U.S. Energy Information Administration's (EIA) Weekly Retail Gasoline and Diesel Prices Index. This per-gallon rate shall apply for all U.S. rentals. The EIA index can be accessed at: https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm.

d. Fuel price shall be adjusted monthly, effective on the first Wednesday after the first Monday of every month. The adjusted monthly fuel price shall be the most recent "Weekly" fuel price published by the EIA and shall apply until the first Wednesday of the following month. It is the responsibility of Contractor to update the fuel price as specified. It is the responsibility of the Renter to review all charges.

16.4 Contractor shall provide Renters with a receipt/invoice upon return of the vehicle. Receipt/Invoice details are specified in Section 26, Receipts/Invoices.

17 One-Way Rentals

Contractor shall not charge any drop fee or any mileage charge for one-way rentals that occur within the State. For any out-of-state, one-way rentals of 700 miles or less, Contractor shall not charge any drop fee or mileage charge. For any out-of-state, one-way rentals greater than 700 miles, Contractor shall not charge any drop fee but may assess a mileage charge, for miles driven after the first 700 miles (no mileage charge shall be assessed for the first 700 miles driven), at the rate specified in Attachment C, Price Sheet. The mileage charge for the one-way rental will be the product of that rate and the actual miles driven during the rental period.

18 Emergency Management Service Rentals

18.1 In the event the Governor of the State declares a State of Emergency through an Executive Order, Contractor shall, within 48 hours of the declared emergency, increase its fleet to ensure the vehicles listed in Section 18.5 are available for use in the impacted area(s). Contractor shall give reservations for vehicles required to support the declared emergency priority treatment over all other commercial (non-contract) reservations and rentals. Customer reservations for vehicles in response to a declared emergency shall receive equal or greater priority than other government emergency response reservations. Contractor shall provide discounted Emergency Management Service rental rates to Florida Division of Emergency Management (FDEM) Authorized Personnel (personnel deployed or designated by the FDEM).

18.2 Only FDEM Authorized Personnel are eligible to rent vehicles at Emergency Management Service rental rates. FDEM Authorized Personnel will be identified by a current State Emergency Response Team identification badge.

18.3 Emergency Management Services rental rates will be discounted from the in-state Contracted Class rates for the vehicle Class requested by FDEM Authorized

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Personnel and shall include the same insurance coverage and benefits afforded to Renters under this Contract.

18.4 When a vehicle is requested to be reserved for a State of Emergency and the rental location does not have the requested vehicle Class, Contractor will locate that type of vehicle and will reserve the vehicle at another rental location of Contractor if requested by FDEM Authorized Personnel.

18.5 Contractor shall provide the Emergency Management Service rental rates specified on Attachment C, Price Sheet, for the following vehicle Classes:

- Standard SUV (SFAR)
- Intermediate SUV (IFAR)
- Large SUV (FFAR)
- Compact Car (CCAR)
- Full-size (FCAR)
- Standard Pickup Truck (SPAR)
- Large Pickup Truck (PPAR)
- Minivan (MVAR)

19 Alternate Vehicles

Contractor shall not provide vehicle classifications other than the Class reserved by the Renter without the Renter's approval. All alternate vehicle classifications offered to Renters must meet or exceed the requirements of this Contract.

20 Leisure Use of Contract

Contractor will extend Business Rental rates to Customers for Leisure Use of all vehicles that Contractor is authorized to rent under the Contract, unless otherwise provided herein. Contractor will verify that the Renter is an employee or authorized representative of a Customer by asking for employee identification, badge, or written authorization on letterhead of the Customer at or before the time of vehicle pickup.

20.1 Contractor will not provide liability and collision/loss damage insurance coverage for Leisure Rentals. Renters are responsible for purchasing or having in effect such coverage for Leisure Rentals.

20.2 Contractor will provide all other services, amenities, and features included in the Business Rental rates for primary vehicle Classes and additional vehicle Classes accepted by the Department, including unlimited mileage and roadside assistance.

20.3 Contractor will provide a separate account number for Leisure Rentals at no charge to Renters. Contractor will link the separate account number to the State's business account, allowing Contractor's reporting system to document all rental activity under the Contract.

20.4 Contractor will provide Leisure Rentals through all Brands available under the Contract.

20.5 Contractor will implement billing procedures which permit seamless transition of rentals from Business Use to Leisure Use.

21 Requirements for Contractor Rental Locations

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21.1 Contractor shall have enough rental locations throughout Florida to provide safe, reliable, and convenient options for Renters.

21.2 All rental locations must, at a minimum, be open for business from 9:00 AM to 5:00 PM local time Monday through Friday excluding State holidays, as defined in section 110.117, F.S. Upon express written approval from the Department, Contractor may be permitted to operate specific rental locations with alternative business hours.

21.3 Contractor's rental locations will be in a permanent commercial structure, well-lit, clean, properly maintained, and clearly identified as the vehicle rental company with whom the reservation was made.

21.4 Contractor shall ensure that Contract prices and terms and conditions are available at all rental locations and that there is 100 percent adherence to the Contract rates.

21.5 After-Hours Return at non-Airport Locations.

The Contractor shall provide for after-hours returns (drop-off) in all major metropolitan areas (Miami, Ft Lauderdale, Tampa, Orlando, Jacksonville, Tallahassee, and Pensacola) or institute a procedure that allows Renters to return vehicles during hours when rental locations are closed for business. At a minimum, Contractor shall provide a means for the Renter to securely return the vehicle key and document the time at which the vehicle was returned to the rental location.

22 Airport Locations

22.1 Contractor shall provide rental vehicle services at all Florida commercial airports and at all "Large" commercial airports in the United States, as listed in the Federal Aviation Administration's CY2018 report (see the FAA report link provided below). To meet this requirement for "Large" commercial airports, airport rental locations may be on-site, terminal locations at the airport, or off-site locations within two (2) miles of the airport.

https://www.faa.gov/airports/planning_capacity/passenger_allcargo_stats/passenger/media/preliminary-cy18-commercial-service-enplanements.pdf

22.2 At airport rental locations with counters, Contractor personnel shall be available during terminal hours of operation and at least one (1) hour after the last flight of the day has arrived.

22.3 Where permitted by the regulations of the applicable airport authority, Contractor must have a shuttle bus that runs, at a minimum, every fifteen (15) minutes to and from the airport and Contractor's airport rental location. Contractor's shuttle service pickup shall be accomplished within 15 minutes of the Renter's notification to Contractor. Contractor shall fully process vehicle pickup within fifteen (15) minutes of the Renter's arrival at the rental location**.** Upon return of the rental vehicle to airport rental locations located off airport grounds, Contractor must transport the Renter to the airport terminal within thirty (30) minutes of vehicle return.

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22.4 For airport rental locations located off airport grounds, Contractor shall provide a courtesy phone, clearly identifiable sign at the airport terminal indicating the telephone number to call for the Contractor's shuttle, or have a clearly identified location at which the shuttle may be boarded for transportation to the rental vehicle's location.

22.5 All airport rental locations must remain open at least one (1) hour after the last flight of the day has arrived at the airport served by that rental location.

23 Mandatory Tallahassee Locations

23.1 Downtown Tallahassee Rental Location

Contractor shall establish and operate a downtown Tallahassee rental location within two-miles driving distance of the Florida State Capitol Building. The downtown Tallahassee rental location shall be operational by the Contract start date and continue for the duration of the Contract.

23.2 Eastern Tallahassee Rental Location

Contractor shall establish and operate an eastern Tallahassee rental location using the intersection of North Monroe Street and East Tennessee Street to separate the quadrants within the city within six months of Contract execution.

23.3 Capital Circle Office Center Rental Location

Contractor shall establish and operate a rental location within two miles driving distance of the Capital Circle Office Center. The location shall not be south of Tram Road or north of Apalachee Parkway. This rental location shall be operational within six months of Contract execution.

23.4 Additional Tallahassee Rental Location(s)

In addition to the Tallahassee airport rental location and the downtown and eastern Tallahassee rental locations, Contractor shall establish and operate adequate rental locations to service the Tallahassee area to meet the needs of the Contract.

24 Contract Rental Rates

24.1 Contractor shall not charge Customer or Renter in excess of the Contract rates for rental vehicles specified on Attachment C, Price Sheet. Contract rates shall apply to in-state and out-of-state rentals. Contract rates shall be based on a 24-hour day starting from the time the vehicle is picked up by the Renter.

24.2 Contractor shall provide Daily, Weekly, and Monthly Rentals at the rates specified on Attachment C, Price Sheet.

24.3 Contractor shall ensure that Contract rates and terms and conditions are available at all Contractor rental locations.

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24.4 Contract rates include all charges for reservations, shuttle service, collision/loss damage waiver insurance, and unlimited mileage.

24.5 Contract rates must include all fees, charges, and costs for vehicle licensing, use, and operation. If Contractor itemizes a Vehicle Licensing Fee (VLF) as a separate charge on the invoice, Contractor shall list the vehicle rental rate as the negotiated Contract rate minus the VLF fee.

24.6 Contract rates are exclusive of local and State sales and federal excise taxes, airport concession fees, city surcharges, and city differential fees applicable in certain cities.

24.7 Contract rates do not include refueling charges, legislative or mandated taxes, bond issues imposed by government bodies, or any optional charges that the Customer or Renter may purchase with the rental. Contractor shall itemize those charges as separate line items on the rental agreement and add the charges to the base rate.

24.8 Where the Customer or Renter is not exempt from sales taxes on sales within their state, Contractor shall add the sales taxes on the billing invoice as a separate entry.

24.9 Rental receipts/invoices must clearly detail all surcharges, local taxes, concession fees, fuel charges, and other charges that are not included in the Contract rate.

24.10 Contract rates shall be applied beginning with the Daily Rental rates. In any instance when applying the Daily Rental rate (inclusive of any additional hours rates) results in a higher total cost than if the Weekly Rental rate were applied, the Contractor shall apply the Weekly Rental rate. In any instance when applying the Weekly rental rate results in a higher total cost than if the Monthly Rental rate (inclusive of any additional hours rates), then the Contractor shall apply the Monthly Rental rate.

24.11 Contractor must honor Contract rates, whether the reservation was made by the online reservation system, telephonically or walk-up, when the Renter provides identification or documentation, in physical or electronic form, identifying them self as a Renter under the contract. The Renter's provision of identification constitutes prima facie evidence of the Renter's eligibility to utilize this Contract

25 Taxes

In accordance with section 212.08(6), F.S., only in-state rentals that are billed directly to the Customer by use of a purchasing card (P-Card), purchase order, or by a pre-approved Method of Payment are tax exempt. Tax exemption will not apply to rentals when Renters use personal funds for payment, including cash, checks, or credit cards, even if the Renter is subsequently reimbursed by the Customer. Out-of-state rentals may have tax charges.

26 Receipts/Invoices

Contractor shall ensure that all receipts and invoices are complete, legible, and, at a minimum contain the following data:

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- Renter's Name
- Billing Address
- Vehicle Reserved
- Vehicle Rented/Driven
- Date and time vehicle was checked out
- Date and time vehicle was checked in
- Beginning odometer reading
- Ending odometer reading
- Miles driven
- Vehicle rental rate per day
- Vehicle rental rate per hour (if applicable)
- Excess mile charge (if applicable)
- Applicable fees including mandated, non-mandated, and city premium surcharges
- Refueling: Number of gallons and price per gallon

Contractor's standard receipt/invoice may be used, provided the required data is included. If the Renter has satisfied all obligations, the receipt/invoice must show a zero-balance due.

27 Minimum Insurance Requirements for Business Use of the Rental Vehicles

Contractor shall ensure that all base vehicle rental rates include the following insurance coverage as minimum liability on a primary coverage basis:

Bodily injury	$100,000 per individual
Bodily injury	$300,000 per accident
Property Damage	$100,000
Comprehensive	Non-Deductible
Collision	Non-Deductible

If Contractor chooses to offer combined single limit liability coverage, Contractor shall include in the base vehicle rental rates combined single limit liability coverage (bodily injury and property damage) of $500,000 per occurrence.

The State reserves the right to increase this minimum liability coverage. Base vehicle rental rates must include liability insurance in compliance with the following requirement:

Insurance Overriding Agreement – The State shall have the right to allow Business Associates and Personal Associates of the Renter to drive the rented vehicle while traveling for business purposes, even though the Business Associate or Personal Associate may not be an employee of the Customer. Any Business Associate or Personal Associate granted such permission shall be entitled to receive all insurance and other benefits of the rental agreement to the same extent as if the Business Associate or Personal Associate had signed the rental agreement.

Customers that utilize the Contract do not have the authority to deny any of the above insurance coverage, except when renting vehicles for leisure.

NOTE – Certificates of Insurance shall be provided, and the certificate holder's name(s) upon the certificates shall be:

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Customers of the State of Florida
C/O: Department of Management Services
Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

Certificates of Insurance shall be in effect upon the effective date of the Contract through the termination of the Contract. It is Contractor's responsibility to provide certificates prior to their expiration to the Department's Contract Manager. All insurance policies shall be through insurers authorized to write policies in Florida or through a self-insurance program that is acceptable to the State.

28 Collision/Loss Damage Waiver Fee

For all Business Rentals, Contractor shall include the collision/loss damage waiver fee in the base rate for each Class of vehicle. Business Use Renters shall not be charged any additional fees to insure the rental vehicle. On behalf of itself and its franchisees, Contractor specifically waives any right to submit any claim or maintain any suit against the State, the Department, or Customer for any physical damage, loss, vandalism, fire, theft, or any other costs such as downtime, loss of revenue, administrative expenses and other expenses, of a rental vehicle provided under this Contract, provided the rental vehicle was not used by the Renter in any manner prohibited by the Contract.

Contractor shall inform the Renter whether or not the loss damage waiver is included when the Renter is using the vehicle for Leisure Use.

Notwithstanding the above, the Renter shall not smoke in Contractor's vehicles, and Contractor may reasonably charge the Renter for any smoking damages caused by the Renter or other passengers in the vehicle while in the Renter's possession.

29 Liability for Rental Vehicle

Contractor shall hold the State, the Department, Customer, and, for Business Use, Renters, Business Associates and Personal Associates harmless from claims for physical damage, loss, vandalism, fire, or theft of the rental vehicle, provided rental vehicle was not used by a Renter, Business Associate, or Personal Associate for any of the following activities:

a. Driving under the influence of alcohol or any prohibited drugs;
b. Operating the vehicle for an illegal purpose;
c. Using the vehicles to push or tow another vehicle, unless the vehicle is equipped for towing and Contractor has agreed to this in writing beforehand;
d. Using the vehicle to carry passengers or property for hire;
e. Driving the vehicle in a race or contest;
f. Permitting operation of the vehicle by an unlicensed driver;
g. Driving the vehicle outside of the United States, except where such use is specifically authorized by the Contract; and
h. Driving the vehicle on other than paved, graded or maintained roads or driveways, except when Contractor has agreed to this in writing beforehand (Note: SUV's and pick-up trucks will be allowed, without Contractor's prior written agreement, to operate off

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paved, graded or maintained roads, and driveways or roads open for use by high-clearance vehicles (Maintenance Level 2 definition for roads in National Forests).

30 Vehicle Accidents

Renters must notify Contractor of all accidents involving any rental vehicle in the Renter's possession and must provide information concerning the accident, as requested by Contractor. Renters must reasonably cooperate with Contractor in the investigation of accident claims and demands and in the recovery of damages from liable third persons.

31 Contact and Information

Contractor shall provide a management-level contract administrator (Contract Administrator) for the State who will work with the Department's Contract Manager to manage the State account, which includes handling questions and resolving issues. The Contract Administrator will be responsible for addressing broad Contract issues and requests made by the Department or a Customer. The Contract Administrator must have the authority and ability to address and correct any issues related to the implementation and operation of the Contract. Contractor shall notify the Department's Contract Manager of any changes in assignment of the Contract Administrator, in writing via email, within two (2) business days of the new assignment.

32 Personnel Training and Resources

Contractor shall ensure that all counter personnel at all rental locations in Florida are trained on the terms and conditions and the rental rate structure of the Contract. Contractor shall provide counter personnel with written or electronic materials that provide guidance and instructions for renting vehicles to Customers in accordance with the terms and conditions of the Contract. All out-of-state counter personnel must have contact information for Contractor's Contract Administrator or other Contractor staff educated on the terms and conditions of the Contract to seek guidance when providing rental services to Customers.

33 Telematics Reporting

When requested by the Department, Contractor shall provide any telematics data that is collected while Renters are operating rental vehicles under the Contract, unless the release of collected data is prohibited by applicable law. Telematics data shall be provided to the Department in the format agreed upon between Contractor and the Department and shall include the specific data sought at the time of the request. The Department reserves the right to require Contractor to provide telematics reporting on a recurring basis (monthly, quarterly or annually) during the term of the Contract.

34 Customer Survey

The Department will provide Customers with a voluntary Customer survey. The Customer survey will assist the Department in verifying Contractor's compliance with the Contract. The Customer survey will additionally assist the Department in verifying that Contractor is providing Renters with satisfactory customer service.

Renters "overall experience" shall be rated as satisfactory on at least ninety (90) percent of Customer surveys. For purposes of this section, satisfactory "overall experience" shall be

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measured on a ten-point scale. A satisfactory “overall experience” is any score greater than five (5).

35 Required Service Levels and Financial Consequences

Financial consequences will be assessed for failure to timely perform or submit a report as required by the Contract. Financial consequences will be assessed on a daily or per occurrence basis for each individual failure until the performance or submittal is accomplished to the satisfaction of the Department and will apply to each target period beginning with the first full month or quarter of the Contract’s performance and each and every month and quarter thereafter. The Department may collect financial consequences by reducing payments to Contractor or require Contractor to pay via check or money order in US Dollars and made out to the Department within thirty (30) calendar days after the required report submission date. The Department reserves the right to withhold payment, require Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date, or implement other appropriate remedies, such as Contract termination or non-renewal, when Contractor has failed to perform/comply with the provisions of the Contract.

Contractor shall meet the performance levels specified in the following table:

	Deliverable	Performance Metric	Measurement	Consequences for Non-Performance
1	Vehicles for Renters will be available pursuant to the reservation	All reserved vehicles will be available in accordance with Section 5 and 6 of this Statement of Work (SOW).	1) No vehicle provided to Renter: As reported by Renter 2) Downgrade vehicle provided to Renter: According to rental data	1) No Vehicle provided to Renter: $75 per occurrence Downgrade vehicle provided to Renter: $50 per occurrence
2	Upon vehicle pickup, Renter will be provided with a Clean Vehicle	All Renters will receive a Clean Vehicle at pickup in accordance with Section 7.4 and 7.7 of the SOW.	No more than three (3) Renter complaints received by the Department’s Contract Manager or listed in the Department’s Customer survey	$50 for each occurrence after the third occurrence, per quarter
3	Upon vehicle pickup, Renter will be provided with a mechanically sound vehicle	All Renters will receive a mechanically sound vehicle at pickup in accordance with Section 7.1, 7.3, 7.4, and 7.5 of the SOW.	No more than three (3) Renter complaints received by the Department’s Contract Manager or listed in the Department’s Customer Survey	$50 for each occurrence after the third occurrence, per quarter.

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	Deliverable	Performance Metric	Measurement	Consequences for Non-Performance
4	Contractor will provide excellent customer service	Renters responding to the Department's Customer survey provide an overall experience score in accordance with Section 34 of the SOW.	Renter's responding to the Department's Customer survey submit an overall experience score of 6 or greater at least 90% of the time when responding to the Department's Customer survey	Customer satisfaction calculated quarterly: 89-85%: $1,000 84-80%: $1,500 Less than 80%: $2,000
5	Contractor will provide Renter with assistance within two (2) hours of reporting breakdowns, unsafe conditions, and emergency assistance support	Contractor will provide assistance in accordance with Sections 14 and 15 of the SOW.	Zero (0) complaints received by the Department's Contract Manager or listed in the Department's Customer survey	$200 per occurrence
6	Invoices will be correct and accurate at the time of submission	98% of Contractor's invoices will be correct, accurate, and in compliance with Section 26 of the SOW.	No more than two (2) percent of Contractor's invoices are inaccurate	$500 per quarter
7	Contractor's reports will be fully and timely submitted to the Department	100% of Contractor's reports will be submitted to the Department in accordance with Section 40 of the SOW.	Zero (0) reports are submitted late or incomplete.	$300 per quarter

36 Purchasing Card

The State has implemented a P-Card program using the Visa platform. The Contractor may receive payments via the state's P-Card in the same manner as any other Visa purchases. P-Card/Visa acceptance for purchase is a mandatory requirement for the Contract but is not the exclusive method of payment. If the State changes its P-Card platform during the term of Contract, the Contractor shall make any necessary changes to accommodate the State's new P-Card platform within thirty (30) days of notification of such change.

37 Business Review Meetings

In order to maintain the partnership between the Department and Contractor, the Department may require a business review meeting each quarter. The Department may require specific attendees associated with Contractor's services provided under this Contract, either in person or by conference call. The business review meeting may include, but is not limited to, the following:

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- Successful completion of deliverables;
- Review of Contractor's performance;
- Review of minimum required reports;
- Addressing any elevated Customer issues; and
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

38 Delays and Complaints

Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the Contract, via the complaint to vendor process outlined in the PUR 7017, Complaint to Vendor, contemplated for this Contract, may result in default proceedings and cancellation of the Contract.

39 Insurance, Loss Deductible

The Customer shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor. Upon request, Contractor shall furnish the Customer an insurance certificate proving appropriate coverage is in full force and effect.

40 Contract Reporting and Documentation

40.1 Monthly Sales Report

Contractor shall submit a monthly sales report electronically, in a format acceptable to the Department, to the Department's Contract Manager within ten (10) calendar days after the close of each month. The Department reserves the right to require Contractor to provide additional reports, lists, or other documentation regarding sales, pricing, fees, or other information, with thirty (30) days' written notice. Failure to timely provide the monthly report, or other reports or documentation requested by the Department, may result in the imposition of financial consequences or in Contractor being found in default and may result in termination of the Contract. Initiation and submission of the monthly report are the responsibility of Contractor without prompting or notification by the Department. Sales will be reviewed on a monthly basis.

At a minimum, the monthly sales report shall contain the following elements:

Element	Description
Contractor/Brand	Identifies the vehicle rental company associated with the rental
Ticket	Rental agreement number; this is a unique identifier for each rental
Reservation Number	Contractor's unique identifier for reservations; not used by the Department's Division of State Purchasing
Account Number	
Account Name	Used to identify agencies/universities vs. OEU and Business vs. Leisure Rentals
Reservation Date	Blank when a reservation is not made in advance (i.e. walk-ins)
Reservation Time	Blank when a reservation is not made in advance (i.e. walk-ins)
Business or Leisure	Indicates whether reservation was a Business Rental or Leisure Rental
Rental Date	
Rental Time	

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CONTRACT EXHIBIT A

Location Name - Pickup	Rental Pickup Location Name (e.g., TALLAHASSEE EAST)
City - Pickup	Rental Pickup Location City
State - Pickup	Rental Pickup Location State
Return Date	
Location Name - Return	Return location name (e.g., TALLAHASSEE EAST)
City - Return	Return location city
State - Return	Return location state
Months Rented	Number of whole months rented (30-day periods)
Weeks Rented	Number of whole weeks rented (7-day periods)
Days Rented	Number of whole days rented (24-hour periods)
Hours Rented	Number of hours rented
Miles Out	Vehicle mileage when the Renter picks up the car
Miles In	Vehicle mileage when the Renter returns the car
Retail Rate for this Rental	Retail rate for a rental similar to this rental
Time/Mileage Amount	Amount charged for time rented plus mileage, if applicable
Total Charge Amount	Total amount charged including all taxes and fees, if applicable
Miles/Day	Calculated field; total miles divided by charge days
Total Tax Amount	State and local tax amount
Surcharge Amount	Combination of other fees not captured in a separate field such as vehicle license recovery fees (VLF) (if not already included in the rental rate) and airport concession fees
FSO Amount	Amount charged for fuel service option, if applicable
GPS Amount	Amount charged for GPS (navigation equipment) rental, if applicable
Other Charges	Amount charged for charges not otherwise included on this list
Description of Other Charges	
Gallons	Number of gallons needed to restore tank to level at pickup, if applicable
Fuel Rate	Cost of fuel per gallon, if applicable
Toll Pass Service Charge	Amount charged for tolls accrued by Renter and equipment rental (if not charge-by-plate)
Vehicle Charged	ACRISS Code for the vehicle type for which the Renter was charged (e.g., CCAR=Compact Car)
Vehicle Reserved	ACRISS Code for the vehicle type that the Renter reserved
Vehicle Driven	ACRISS Code for the vehicle type that the Renter drove
Make	Make of the vehicle that the Renter drove (e.g., CHEV=Chevrolet)
Model	Model of the vehicle that the Renter drove (e.g., TRAV=Traverse)
Year	Year of the vehicle that the Renter drove (e.g., 2017)
Vehicle Identifier	Vendor's unique identifier or Vehicle Identification Number (VIN) for the specific vehicle that the Renter drove

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MOP	Method of Payment (e.g., VISA, CASH, PERSONAL CHECK); does not identify personal vs. business credit card
Renter First Name	
Renter Last Name	
One Way Rental	Indicates "No" if the vehicle was not returned to the pickup location
Airport Rental	Indicates "Yes" if the vehicle was rented from one of Contractor's airport locations
Booking Source	How the reservation was made (e.g., BRANCH, WEB), or WALKUP if no reservation
Adjustment Indicator	Indicates "Adjustment" if changes are made to a rental agreement after it is closed in Contractor's system; these records are not counted as separate rental agreements, but data is compared to the information originally provided by Contractor for the same rental agreement to determine what changes were made (e.g., tax and surcharge refunds, mileage corrections, etc.)
Amount Adjusted	Amount added or deducted (e.g., tax and surcharge refunds, mileage corrections, etc.)

*The Department reserves the right to add required elements and request ad-hoc reports, as needed.

40.2 MFMP Transaction Fee Report

Contractor is required to submit monthly Transaction Fee Reports in the Vendor Information Portal (VIP).. These reports are due fifteen (15) calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the Transaction Fee and Reporting section and Training for Vendors subsections under Vendors on the MFMP website. For additional resources to learn more about the MFMP Transaction Fee Report, please refer to either the Department's online training or the Department's MFMP TV YouTube channel to watch the Transaction Fee Reporting for State Contracted Vendors video. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 AM to 6:00 PM Eastern Time.

40.3 On-line Reservation System Uptime Report

Contractor shall submit a quarterly report to the Department electronically, providing evidence of reservation system uptime through the use of a 3rd party. System uptime shall meet the requirements of Section 10.1.

41 Rate Adjustments

41.1 General Provisions

41.1.1 Prices established in the Contract shall remain fixed for the first two (2) years of the Contract. Thereafter, Contractor may request a price increase. However, Contractor shall not request, and the Department will not approve, more than one (1) request for a price increase for each subsequent year.

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41.1.2 Requests for price increases must be supported by a change in the Producer Price Index (PPI) for Standard Passenger Car Rental, Series ID 5321115321112. This information is published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), and is available at http://www.bls.gov/data/.

41.1.3 The change in PPI for the first price adjustment after the start date of the initial or renewal term shall be determined using the PPI for the month in which the initial Contract or renewal was executed and the latest available non-preliminary PPI at the time of the price adjustment request; a preliminary PPI is indicated on the BLS website with a "(P)" notation. The change in PPI for second and subsequent price adjustments shall be determined using the latest PPI that was used to support the previous price adjustment and the latest available non-preliminary PPI at the time of the request.

41.1.4 When requesting a price increase, Contractor shall submit a written justification to the Department's Contract Manager detailing the reason(s) for the request; an increase in the PPI is insufficient justification for a price increase by itself. Price increases shall not exceed the percent change in PPI or three (3) percent, whichever is less. The percent change in PPI shall be calculated using the following formula: (B - A) / A = Z

Where:

A = earliest PPI (PPI at time of initial Contract or renewal execution or previous price adjustment)

B = latest PPI (latest available non-preliminary PPI at time of price adjustment request)

Z = percent change in PPI

41.1.5 The Department reserves the exclusive right to approve or deny a requested increase and to determine the amount of the increase. The Department's determination regarding price increases is final, binding on all parties, and not subject to appeal.

41.1.6 No Contract price increases will be considered if Contractor has outstanding, overdue reports or documentation, including, but not limited to, a monthly sales report pursuant to Section 40.1, above, or an MFMP Transaction Fee Report pursuant to Section 40.2, above, or with outstanding fees or monies due under this Contract.

41.1.7 The Department reserves the right to request price decreases at any time during the term of the Contract if it is found to be in the best interest of the State.

41.1.8 Contractor may offer price decreases at any time during the Contract period.

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41.2 Initial Term of the Contract

41.2.1 Contract price increases may not exceed more than three (3) percent per year, and the aggregate amount of all requested increases may not exceed nine (9) percent during the initial term of the Contract.

41.2.2 If Contractor intends for its adjusted pricing to apply to the rental rates during any renewal period, Contractor shall advise the Department of its intention at the time it submits the requested price increase.

41.3 Renewal Years of the Contract

For years in which a Contract renewal is exercised, Contract price increases may not exceed more than three (3) percent per year, and the aggregate amount of requested increases for all renewal years of the Contract may not exceed ten (10) percent of the initial term of the Contract.

42 Car Share Program

Upon the Department's request, the Contractor shall advise the Department of the status and size of its car share program. Upon Contract amendment, the Contractor shall offer a car share program at an agreed upon price not to exceed Contract's highest vehicle rental price. The car share program shall be subject to the same terms and conditions of the Contract.

43 Electric Vehicles

Upon the Department's request, the Contractor shall advise the Department of the status and size of its electric vehicle fleet. Upon Contract amendment, the Contractor shall offer electric vehicles for rent at an agreed upon price not to exceed 110% of the rental price of a non-electric vehicle in a comparable Class. Electric Vehicles shall be subject to the same terms and conditions of the Contract.

44 E-Verify

The following language supersedes section 13.2 of the Special Contract Conditions.

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Vendor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a

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subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

45 Limitation of Liability

The following language supersedes Section 7.6, Limitation of Liability, of the Special Contract Conditions.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. Upon notice to the Contractor, the Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like reasonably asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

46 Data Security

The following language supersedes Section 9, Data Security, of the Special Contract Conditions.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor reserves the right to assert that certain information contained within the findings are Trade Secret pursuant to Section 8 of the Special Contract Conditions. Furthermore, pursuant to s. 282.318, F.S., findings relating to a security incident are confidential and exempt from s. 119.70(1), F.S. and s. 24(a), Art. I of Florida's Constitution. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information. Notwithstanding the foregoing, Contractor may securely transmit information outside of the United States to facilitate international reservations and payment processing. Contractor shall maintain an attestation of compliance from a third party that any payment processing that occurs outside of the United States is, at a minimum, Level I Merchant Payment

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Card Industry (PCI) compliant. The Contractor shall provide upon request documentation regarding the Contractor's attestation of compliance, including all supporting and related materials.

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Rental Vehicles
Contract No. 78111808-20-1
Contract Exhibit B
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

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If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

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4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.
Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under

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the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

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6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will

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be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.
All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark,

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copyright, patent, trade secret, or e-vtual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor

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shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

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8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

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10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

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11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.
The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the

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related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within

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five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;
(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

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Contract Exhibit E

Offered Brands Acknowledgement

Contractor's Name: Avis Budget Group

Offered Brands

- Avis Budget Group will offer the following Brands for inclusion on the State of Florida's Contract for Rental Vehicles:

  1) Avis

  2) Budget

- By signing below, Contractor agrees to comply with Section 9 of Contract Exhibit A, *Statement of Work*, which requires that services provided through Contractor's multiple Brands shall be provided at the same Contract rates and shall comply with all terms and conditions set forth in the Contract. Contractor is fully responsible for the compliance and performance of its Brands.

Company's Authorized Representative

Signature:

Date: 8/26/20

Printed Name: Beth Schoeller

Position Title: National Account Manager, Government

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO.: 1
Contract No.: 78111808-20-1
Contract Name: Rental Vehicles

This Contract Amendment to Contract No. 78111808-20-1 ("Contract") is made by the State of Florida, Department of Management Services ("Department") and Avis Budget Group, Inc. ("Contractor"), with its principal place of business located at 379 Interpace Pkwy, Parsippany, NJ 07054, collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Contract which became effective on September 8, 2020, for the provision of Rental Vehicle Services;

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in Section 3, Rental Agreement of the Contract and Section 6 of Exhibit B, Special Contract Conditions, subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Amendment. Contract Exhibit A, Statement of Work, subsection 41.1.1 – 41.1.8 is hereby deleted and replaced in the entirety with the following:

41 Rate Adjustments

41.1 General Provisions

41.1.1 Prices established in the Contract shall remain fixed for the first two (2) years of the Contract. Thereafter, Contractor may request a price increase. However, Contractor shall not request, and the Department will not approve, more than one (1) request for a price increase for each subsequent year.

41.1.2 Requests for price increases must include supporting documentation showing adequate justification for the proposed increase. Documentation may include but is not limited to; U.S. Producer Price Index (PPI) for Standard Passenger Car Rental, Series ID PCU5321115321112, Consumer Price Index (CPI) for Car and truck rental in the U.S., Series ID CUSR0000SETA04 or other supporting data. This information is published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), and is available at https://www.bls.gov/data/.

41.1.3 When requesting a price increase, Contractor shall submit a written justification to the Department's Contract Manager detailing the reason(s) for the request; an increase in the PPI or CPI alone is not considered adequate justification for a price increase. Price increases shall not exceed three (3) percent of line-item rates.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO.: 1
Contract No.: 78111808-20-1
Contract Name: Rental Vehicles

41.1.4 The Department reserves the exclusive right to approve or deny a requested increase and to determine the amount of the increase. The Department's determination regarding price increases is final, binding on all parties, and not subject to appeal.

41.1.5 No Contract price increases will be considered if Contractor has outstanding, overdue reports or documentation including, but not limited to, a monthly sales report pursuant to Section 40.1, or an MFMP Transaction Fee Report pursuant to Section 40.2, or with outstanding fees or monies due under this Contract.

41.1.6 The Department reserves the right to request price decreases at any time during the term of the Contract if it is found to be in the best interest of the State.

41.1.7 Contractor may offer price decreases at any time during the Contract period.

II. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when executed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

DocuSigned by:
By: Pedro Allende
C94713929499485...

Name: **Pedro Allende**
Title: **Secretary, DMS**
Date: 5/31/2024 | 1:13 PM EDT

Contractor:
Avis Budget Group, Inc.

DocuSigned by:
By: Beth Kinerk
A7932E4E0E85423...

Name: Beth Kinerk
Title: Sr. VP, Sales/Authorized Signatory
Date: 5/16/2024 | 11:00 AM EDT

ITEM NO. 11.C

North Bay Village
Recommendation Memorandum

DATE: October 1, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: **A Resolution Approving Work Order ARD24.04 with Ardurra Group Inc. in the amount of $108,660 for Easement/Land Acquisitions for the Stormwater Program Proposed Pump Station & Outfall Locations - Interim Village Manager Frank Rollason (Public Works Director Marlon Lobban)**

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO ARDURRA GROUP, INC. FOR EASEMENT ACQUISITION SERVICES FOR OUTFALLS AND STORMWATER PUMP STATIONS IN AN AMOUNT NOT TO EXCEED $108,660; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve Work Order ARD24.04 with Ardurra Group, Inc. in the Amount of $108,660.00 for Easement & Land Acquisition associated with the Stormwater & Roadway Improvement Program.

BACKGROUND AND ANALYSIS

North Bay Village's stormwater system consists of a series of interconnected pipe which ultimately discharge into Biscayne Bay. Due to its location within Biscayne Bay, the Village is vulnerable to rising sea levels, rising groundwater and increased rainfall, hurricanes, and storm surges. To address these concerns and plan for the future, the Village has developed a strategic Stormwater Master Plan (SWMP) to protect the Village's critical infrastructure, defend against decreasing property values, improve the quality of stormwater discharges to Biscayne Bay, and increase overall community resilience.

As part of the Stormwater Improvement Program, Ardurra Engineering will support the Village

with professional services in the form of Easement Acquisition & Coordination Services for the implementation and execution of projects identified in the SWMP specifically involving stormwater pump stations and new/upsized outfalls.

A summary of the required easements as well as their prioritization is included below:

Task	Description
1	Coordination Meetings
2	Easement Identification and Mapping
3	Public Engagement for Easement Acquisition
4	Easement Sketch and Legal Services
5	Existing Outfall Valves Condition Assessment

The objectives of this work order include:

- Assist the Village in securing necessary easements for the installation and maintenance of stormwater outfall pipes and stormwater pump stations.
- Assist the Village with compliance of legal and regulatory requirements for the easement acquisition processes.

Easement Acquisition Services for New Outfalls and Stormwater Pump Stations has been divided into the following tasks:

1. Project Management & Coordination Meetings
2. Easement Identification and Mapping
3. Public Engagement for Easement Acquisition
4. Easement Sketch and Legal Services
5. Existing Outfall Valves Condition Assessment

It is recommended that the Village Commission approve Work Order ARD24.04 with Ardurra Group Inc. in the amount of $108,660 for Easement/Land Acquisitions for the Stormwater Program Proposed Pump Station & Outfall Locations.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

GO Bond account #340.36.538.6307 to pay for the Project #SW24-07.

PERSONNEL IMPACT

NONE

ATTACHMENTS

Resolution - Ardurra - Easements - Stormwater Impr. DOCX
Exhibit A - WO4- Outfalls and Stormwater.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO ARDURRA GROUP, INC. FOR EASEMENT ACQUISITION SERVICES FOR OUTFALLS AND STORMWATER PUMP STATIONS IN AN AMOUNT NOT TO EXCEED $108,660; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 12, 2023, the North Bay Village ("Village") Commission adopted Resolution No. 2023-155 selecting various consultants pursuant to Request for Qualifications No. 2023-005 (the "RFQ") for continuing professional general architectural and engineering services and authorizing the Village Manager to negotiate and execute agreements with the various consultants; and

WHEREAS, pursuant to the Resolution, on May 1, 2024, the Village entered into an agreement with Ardurra Group, Inc. (the "Consultant") as one of the selected firms (the "Agreement"); and

WHEREAS, the Village has begun implementing a Stormwater Master Plan (the "Project"); and

WHEREAS, in accordance with the terms of the Agreement, the Village solicited and the Consultant submitted a proposal to provide easement acquisition services for outfalls and stormwater pump stations that are needed for the Project (the "Services"); and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue a work order to Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A," consistent with the Agreement previously entered into between the Village and Consultant in an amount not to exceed $108,660 (the "Work Order"); and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Authorization. That the Village Commission hereby authorizes the Village Manager to issue the Work Order to Consultant to perform the Services for the Project, in substantially the form attached hereto as Exhibit "A.

Section 3. Implementation. That the Village Manager and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

WORK ORDER No. 04

Dated this_____day of_____, 2024

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

EASEMENT ACQUISITION SERVICES FOR NEW OUTFALLS AND STORMWATER PUMP STATIONS

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and Ardurra Group Inc. (Ardurra), a full-service engineering firm authorized to transact business in Florida ("CONSULTANT"), is pursuant to the RFQ 2023-005 Consultant Services Agreement dated May 1, 2024 and expiring on May 1, 2029 ("MASTER AGREEMENT").

PROJECT DESCRIPTION

The VILLAGE is located within the northeast section of Miami-Dade County, Florida. It consists of three (3) islands surrounded by Biscayne Bay. With approximately 8,200 residents living in 0.37 square miles, the VILLAGE is primarily residential with a mixture of commercial, industrial, and educational facilities. The VILLAGEs stormwater system consists of a series of interconnected pipe which ultimately discharge into Biscayne Bay.

Due to its location within Biscayne Bay, the VILLAGE is vulnerable to rising sea levels, rising groundwater and increased rainfall, hurricanes, and storm surges. To address these concerns and plan for the future, the Village has developed a strategic Stormwater Master Plan (SWMP) to protect the Village's critical infrastructure, defend against decreasing property values, improve the quality of stormwater discharges to Biscayne Bay, and increase overall community resilience.

As part of this Work Order, the CONSULTANT will support the VILLAGE with professional services in the form of Easement Acquisition & Coordination Services for the implementation and execution of projects identified in the SWMP specifically involving stormwater pump stations and new/upsized outfalls. This scope of work outlines the services required for the acquisition of these easements.

A summary of the required easements as well as their prioritization is included below:

Priority	Location / SWMP Phase	Notes
1	Treasure Island / Phase 1	
2	Treasure Island / Phase 2	
3	North Bay Island / Phase 1	
4	North Bay Island / Phase 2	
5	Treasure Island / Phase 3	
N/A	Harbor Island / Phase 1	No easement required. Village Owned Property

The Objectives of this work order include:

- Assist the VILLAGE in securing necessary easements for the installation and maintenance of stormwater outfall pipes and stormwater pump stations
- Assist the VILLAGE with compliance of legal and regulatory requirements for the easement acquisition processes
- Minimize disruption to property owners and maintain positive community relations

Work Order # 4 – "Easement Acquisition Services for New Outfalls and Stormwater Pump Stations" has been divided into the following tasks:

Task	Description
1	Project Management & Coordination Meetings
2	Easement Identification and Mapping
3	Public Engagement for Easement Acquisition
4	Easement Sketch and Legal Services
5	Existing Outfall Valves Condition Assessment

GENERAL REQUIREMENTS

Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the VILLAGE the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the VILLAGE. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The VILLAGE shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the VILLAGE with a marked up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

The CONSULTANT shall submit a preliminary project schedule as an exhibit to this Work Order. The schedule shall be prepared in Microsoft Project and shall include the Consultant's best estimate as to the project start date.

Within 10 business days after receiving the Notice to Proceed and prior to beginning work, the CONSULTANT shall submit a final project schedule to the VILLAGE for approval. No work shall commence without an approved schedule. The final schedule shall include design, permitting activities, submittal review timeframes, and other project activities as required to complete the work. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

Permitting

The CONSULTANT shall coordinate with the VILLAGE, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require permits for this project. The CONSULTANT shall provide an estimate of fees and duration associated with the permitting process. Some of the regulatory or permitting agencies associated with this project include, but are not limited to:

- N/A

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT shall be as follows:

Task 1 – Project Management & Coordination Meetings

The CONSULTANT will attend regular monthly meetings with program leadership to ensure easement acquisitions are well-coordinated, productive, and conducive to achieving each of the Stormwater Master Plan project's goals. The CONSULTANT will also facilitate the meeting and provide relevant meeting notes. Twelve (12) monthly progress meetings have been estimated. Additionally, CONSULTANT will facilitate meetings with Village legal team to discuss easement acquisition process, proposed easement locations among others. Three (3) meeting with the Village's legal team have been estimated.

- **Kickoff Meeting:** Organize a kickoff meeting with Village officials to discuss project goals, timelines, and responsibilities
- **Coordination Plan:** Develop a detailed coordination plan outlining steps for communication with property owners, Village staff, and other stakeholders
- **Timeline:** Create a project timeline with milestones for each phase of the easement acquisition process

Deliverables

- Meeting notes and action items
- Coordination plan
- Project timeline

Task 2 – Easement Identification and Mapping

- **Property Identification:** Identify all properties affected by the five (5) proposed stormwater

outfalls and stormwater pump stations
- **Mapping:** Develop detailed maps indicating the locations of required easements for outfall pipes and pump stations
- **Records Search:** Conduct records searches of the Miami-Dade County Property Appraiser and Clerk of Courts records to confirm property ownership and identify any existing encumbrances
- **Evaluate Site Constraints:** Investigate Site constraints to determine if the proposed location of outfalls is the most appropriate option based on space availability between properties as well as building setbacks and others to ensure the outfalls may be constructed at the proposed locations. Additionally, the CONSULTANT will evaluate siting options and required footprint for the proposed stormwater pump stations to validate the constructability of this infrastructure

Deliverables
- Easement Maps
- Site Constraint Assessments

Task 3 – Public Engagement for Easement Acquisition

3.1 Strategic Communications Plan

- The CONSULTANT will develop and follow a structured communication strategy to ensure the community/property owners are well informed, involved, and supportive of stormwater improvements which aim to improve local water management infrastructure by acquiring easements necessary for constructing and maintaining new pump stations and outfall systems. This project will help mitigate flooding, enhance stormwater management, and ensure the community's long-term environmental sustainability.
- The Strategy Communication Plan will include:
    1. Stakeholder Identification and Analysis - Identify all stakeholders who will be affected by or have an interest in the project(s) and the different SWMP phases:
    2. Key Messages - Develop clear, consistent messages to communicate to the community the purpose, benefits, process and how to get involved
    3. Communication Channels - Use a variety of communication channels to reach different segments of the community
    4. Engagement Strategies – Identify and establish strategies to engage the community such as site visits, one-on-on meetings, and feedback forms
    5. Timeline - Develop a timeline outlining key milestones and communication activities
    6. Documentation and Reporting - Keep detailed records of all communication activities and stakeholder interactions

3.2 Communication Collaterals

- The CONSULTANT will develop collaterals about the easement acquisition process, fostering transparency and trust throughout the process, and providing clear, comprehensive, and accessible information. Collaterals developed should include information regarding the benefits to property owners, the environment and the Village and addressing coming concerns. Printing of collaterals is not required under this scope of services. The following collaterals will help ensure that property owners understand the process, their rights, and the benefits of the SWMP projects:

1. **Detailed Project Fact Sheet**
   - Content: Specific details about the easement acquisition process, impacts on properties, compensation information, and contact details for questions
   - Design: One or two pages with bullet points and headings for easy navigation
   - Distribution: Include with mailed notices, hand out at meetings, and provide online. Distribution and posting online to be completed by Brizaga
   - Quantity: One per phase, six total

2. **Personalized Letters**
   - Content: Tailored information for each property owner, including specific impacts on their property, proposed easement boundaries, and next steps.
   - Design: Formal letter format with a personal touch to address individual concerns.
   - Distribution: Mail directly to property owners. Distribution and posting online to be completed by Brizaga.
   - Quantity: One tailored to each phase, six total

3. **FAQs Document**
   - Content: Common questions and answers regarding easement acquisitions, legal rights, compensation, and project benefits.
   - Design: Clear Q&A format, organized by topic.
   - Distribution: Mail, online, at meetings, and in community centers. Distribution and posting online to be completed by Brizaga.
   - Quantity: One FAQ, updated twice

4. **Maps and Diagrams**
   - Content: Visual representations of the project area, showing which properties will be affected and how.
   - Design: High-quality, easy-to-read maps with legends and labels.
   - Distribution: Include with mailings, display at meetings, and provide online. Distribution or for use by Brizaga at public meetings.
   - Quantity: One map per phase, six total

5. **Presentation Slides**
   - Content: Key points of the project, the easement acquisition process, and benefits.
   - Design: Visually engaging slides for use in public meetings and online webinars.
   - Distribution: Present at public meetings and make slides available online. For use by Brizaga in public meetings.
   - Quantity: One PowerPoint presentation supporting easement acquisition process and highlighting the benefits of the program

6. **Feedback Forms**
   - Content: Questions about the property owners' concerns, suggestions, and any questions they might have about the project.
   - Design: Simple and straightforward form, available in both paper and digital formats.
   - Distribution: Include with mailings, provide at meetings, and make available online.
   - Quantity: One

3.3 Property Owner One-on-One Meetings

- Using the collaterals developed above and after coordination with the Village's legal team, the CONSULTANT will assist the Village Public Works Department and Public Outreach team to schedule one-on-one meetings with the property owners to identify their concerns, discuss the benefits of the SWMP and how an easement would benefit them personally and the community as a whole. It is anticipated that 24 meetings will be required. Additional meetings may be required and can be supplemented at a later date. For each meeting, the CONSULTANT will coordinate with the project team and property owner to find mutually beneficial date and time, prepare an agenda with key messaging, conduct meeting and follow up with notes and action items.

Deliverables

- Meeting agenda and meeting minutes for each one-on-one meeting with property owners

Task 4: Easement Sketch and Legal Services

- The objective of this Task is to create accurate sketches and legal descriptions for easement acquisitions, ensuring compliance with local, state, and federal regulations. These documents will support the legal process of securing easements from property owners.
- The CONSULTANT will develop five (5) Site Surveys and Easement Sketch & Legal for the corresponding portion of the stormwater PS and a Sketch and Legal for the outfall
- The Consultant will collaborate with project stakeholders, including surveyors, engineers, and legal teams, to gather necessary information and ensure accuracy
- The Consultant will submit drafts of sketches and legal descriptions for review and incorporate any feedback or revisions before final submission
- Easement Sketch and Legal services will be provided as follows:
    - Temporary Construction easement sketch and legal documents for outfalls and stormwater pump stations and or/control panels, as well as permanent sketch and permanent sketch and legal documents for outfalls and stormwater pump stations and or/control panels: $1,800 each for a total of $9,000 for five (5) easements.

Deliverables

- Easement Sketches (Construction & final easements): Prepare detailed sketches of the easement areas, showing boundaries, dimensions, existing features, and the relationship to nearby landmarks or property lines.
- Legal Descriptions: Draft precise legal descriptions of the easement areas

Task 5 – Existing Outfall Valves Condition Assessment

- The CONSULTANT will perform an investigation from the sea wall/land side during low-tide conditions to obtain the photographic Record and Coordinates of 26 outfall valves for the outfalls that were previously rehabbed under the original 2018 Outfall Rehab Program as to document the present condition of the outfall and check valves
- Coordination with private property owners to access the Outfall location may be required. CONSULTANT will coordinate with the Village prior to contacting any residents for required access to outfalls.

Deliverables

- Condition Assessment report of 26 outfall valves

PROJECT ASSUMPTIONS

- All requested information will be made available by the VILLAGE
- The VILLAGE's staff will be available to attend meetings and assist with site visits and provide access to the outfall structure locations.
- All materials & deliverables shall be submitted electronically to the VILLAGE
- No design and/or permitting services are included in this Scope of Work as it is considered maintenance work, and no outfalls will be upsized
- Stormwater Modeling is not anticipated as part of this project.
- Surveying services will not be performed by the CONSULTANT
- Geotechnical services will not be performed by the CONSULTANT
- The CONSULTANT shall implement an internal Quality Assurance/Quality Control (QA/QC) Process to ensure proper design and adhere to the VILLAGE and all applicable standards.
- No permitting is anticipated as part of this project
- Work within private property is not included on this project
- CONSULTANT is responsible for the Health & Safety of its employees only

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Work Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the AGREEMENT. The VILLAGE, as indicated in the AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services within six months of the written Notice to Proceed.

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not to exceed method of compensation, except Subtask 4, which will be performed using the Lump Sum Method. The total hourly rates payable by the VILLAGE for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts, except Subtask 4 which will be provided as a lump sum task:

1. Project Management & Coordination Meetings	$23,600.00
2. Easement Identification and Mapping	$13,860.00
3. Public Engagement for Easement Acquisition	$47,240.00
4. Easement Sketch and Legal Services	$9,000.00
5. Existing Outfall Valves Condition Assessment	$14,900.00
Grand Total	**$108,660.00**

VILLAGE CONTACTS

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Name of *PM*, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Delroy Peters
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Paola Davalos
Ardurra Group, Inc
1000 NW 57th Ct, Suite 800
Miami, FL 33126
Email: padavalos@ardurra.com
Phone: 786-873-5200

SIGNATURE PAGE
NORTH BAY VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

By: _____
Marlon Lobban
Village Public Works Director
This Work Order approved pursuant to [check one and initial]:
☐ ___Manager Purchasing Authority (§36.25 Village Code)
☐ ___Resolution No. _____

By: _____
Dr. Ralph Rosado, Ph.D, AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

SIGNATURE PAGE
CONSULTANT/CONTRACTOR

WITNESSES:

_____

_____
[Witness print/type name]

_____

_____
[Witness print/type name]

(CORPORATE SEAL)

ARDURRA GROUP, INC

_____

_____
[Print Name, check title]

☐ President ☐ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

_____
Secretary

_____
[Print 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

Exhibit A – Work Break Down Fee Schedule

North Bay Village

RFQ 2023-005 - Work Order No. 4

EASEMENT ACQUISITION SERVICES FOR NEW OUTFALLS AND STORMWATER PUMP STATIONS

Proposed Fee Schedule
Appendix A

												Remarks
		Principal	Project Manager	PIO/Communication Manager	Surveyor	GIS Specialist	Designer	Construction Manager	Total Hours	Fee Breakdown	Subtotal	
	Rate, $/Hr	$280.00	$235.00	$200.00	$160.00	$127.00	$135.00	$175.00				
Task												
1	**Project Management Services & Coordination Meetings**	2	80	8	0	0	20	0	110	$23,660.00	$23,660.00	Time & Materials
2	**Easement Identification & Mapping**	2	12	0	0	40	40	0	94	$13,860.00	$13,860.00	Time & Materials
3	**Public Engagement for Easement Acquisition**	0	8	216	0	0	16	0	240	$47,240.00	$47,240.00	Time & Materials
3.1	Strategic Communications Plan		4	40			8		52	$10,020.00		
3.2	Communication Collaterals		4	80			8		92	$18,020.00		
3.3	Property Owner One-on-One Meetings			96			0		96	$19,200.00		
4	**Easement Sketch and Legal Services**	0	0	0	56.25	0	0	0		$9,000.00	$9,000.00	Lump Sum
5	**Existing Outfall Valves Condition Assessment**	2	4	0	0	0	50	38	94	$14,900.00	$14,900.00	Time & Materials
	Total (Hours)	**6**	**112**	**224**	**56**	**40**	**142**	**38**	**778**			
	Sub-Total Labor Fee									**$108,660.00**	**$108,660.00**	
	ODC's (Mileage, Reproduction & Reimbursable) (See Appendix B)										**$0.00**	
	Sub-Total Labor Fee/ODC										**$108,660.00**	
	Total Project Cost (Labor/ODC)										**$108,660.00**	
	% Utilization	**0.77%**	**14.40%**	**28.79%**	**7.23%**	**5.14%**	**18.25%**	**4.88%**	**100.00%**			
	Total ($)	**$1,680.00**	**$26,320.00**	**$44,800.00**	**$9,000.00**	**$5,080.00**	**$19,170.00**	**$6,650.00**	**$0.00**		**$108,660.00**	

ITEM NO. 11.D

North Bay Village
Recommendation Memorandum

DATE: October 1, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: A Resolution Approving a Florida Department of Environmental Protection (FDEP) Grant Agreement for Harbor Island Outfall Improvement Project - Interim Village Manager Frank Rollason (Public Works Director Marlon Lobban)

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A $2,000,000 STATE APPROPRIATION FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE VILLAGE'S HARBOR ISLAND OUTFALL IMPROVEMENT PROJECT; APPROVING A GRANT AGREEMENT WITH FDEP (C2302); PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

It is recommended that the Village Commission accept the $2,000,000 State Appropriation and Execute Grant Agreement C2302 with the Florida Department of Environmental Protection for the upgrade of the existing stormwater infrastructure.

BACKGROUND AND ANALYSIS

The State of Florida has secured record funding for our state's environment, including grant programs that serve our communities and protect our natural systems. To implement this unprecedented investment, the Florida Department of Environmental Protection (FDEP) launched a grant portal to provide eligible entities, such as local governments, higher education and nonprofit organizations, the opportunity to submit proposals that bolster existing efforts to protect and restore Florida's water resources.

FDEP began accepting project proposals for water-related projects for Fiscal Year 2024-25, which met the criteria for their Water Quality Implementation Grant program. The program helps communities address wastewater (including septic-to-sewer conversions), stormwater, agricultural and other projects to reduce nutrients in our waterbodies. Grants include the

Water Quality Improvement Grant, the Indian River Lagoon Water Quality Improvement Grant, the Biscayne Bay Water Quality Improvement Grant and the Caloosahatchee Water Quality Improvement Grant.

In June 2022, North Bay Village (NBV) completed and adopted a comprehensive Stormwater Master Plan (SWMP) in order to identify and prioritize flooding and water quality improvements within the Village. While flooding was not as significant of a concern for Harbor Island than other parts of the community, water quality improvements were included, as the health of Biscayne Bay is a top priority for the Village and its Commission. A goal of the SWMP is to improve the water quality of stormwater discharge into Biscayne Bay and this project focuses on the goal of water quality improvement.

The Village intends to upgrade the existing stormwater infrastructure with this grant supporting the implementation of baffle boxes, pollution control structures, or other comparable infrastructure that directly improves the water quality of stormwater discharge in the Harbor Island neighborhood, implementing the recommendations provided in the Grantee's SWMP. The Grantee will design and install baffle boxes, pollution control structures, or other comparable infrastructure for the updated outfall locations on Harbor Island. There are currently 13 outfalls, and some may be consolidated as part of this project. Baffle boxes or pollution control structures are underground structures used in stormwater management systems to capture debris, sediment, and pollutants from stormwater runoff, and will immediately improve the water quality of the stormwater discharge.

It is recommended that the Village Commission accept the $2,000,000 State of Florida FDEP to provide financial assistance to the Village for the design, permitting, and construction of the Project. The Approval would also authorize the Village Manager to execute a grant agreement for the proposed upgrades.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution- FDEP Grant HI Outfall Improvements.DOCX
Exhibit A - Grant Agreement C2302.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A $2,000,000 STATE APPROPRIATION FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE VILLAGE'S HARBOR ISLAND OUTFALL IMPROVEMENT PROJECT; APPROVING A GRANT AGREEMENT WITH FDEP (C2302); PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village wishes to upgrade the existing stormwater infrastructure outfalls on Harbor Island by implementing pollution control structures to improve water quality of stormwater discharge in the Habor Island neighborhood (the "Project"); and

WHEREAS, the Village has been awarded a state appropriation in the amount of $2,000,000.00 (the "Grant") administered by the Florida Department of Environmental Protection ("FDEP") to provide financial assistance to the Village for the design, permitting, and construction of the Project, including public education and a final report on the Project; and

WHEREAS, the Village Commission desires to accept the Grant for the Project and approve the Grant Agreement with FDEP (the "Agreement"), in substantially the form attached hereto as Exhibit "A"; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Grant Accepted. That the Village Commission hereby accepts the Grant.

Section 3. Approval. That the Village Commission hereby approves the Agreement in substantially the form attached hereto as Exhibit "A."

Section 4. Authorization. That the Village Manager is hereby authorized to execute the Agreement, in substantially the form attached hereto as Exhibit "A," and any required or related agreements, amendments, extensions, or documents which are required to implement the purposes of this Resolution and the Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in furtherance hereof as may be needed for the portion of the Project that is not covered by the Grant.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andrew Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of _____, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): North Bay Village Harbor Island Outfall Improvement Project

Agreement Number: C2302

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: North Bay Village

Entity Type: Local Government

Grantee Address: 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141

FEID: 59-6000388

(Grantee)

3. Agreement Begin Date: Upon Execution

Date of Expiration: 6/30/2026

4. Project Number: N/A *(If different from Agreement Number)*

Project Location(s): 25.848791, -80.158656

Project Description: This project will upgrade the existing stormwater infrastructure through the implementation of pollution control structures that directly improves the water quality of stormwater discharge in the Harbor Island neighborhood of Miami-Dade County.

5. Total Amount of Funding: $2,000,000

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐ Federal	FY 23-24 GAA Line Item #1823	$ 2,000,000.00
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ 2,000,000.00

6. Department's Grant Manager

Name: Kristi Kerrigan or successor

Address: Coral Protection and Restoration Program, 3301 Gun Club Rd., West Palm Beach, Florida 33406

Phone: 561-681-6632

Email: Kristi.Kerrigan@FloridaDEP.gov

Grantee's Grant Manager

Name: Marlon Lobban or successor

Address: 1666 Kennedy Causeway, 3rd floor, North Bay Village, Florida 33141

Phone: 305-756-7171 ext. 66

Email: mlobban@nbvillage.com

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
■ Attachment 2: Special Terms and Conditions
■ Attachment 3: Grant Work Plan
■ Attachment 4: Public Records Requirements
■ Attachment 5: Special Audit Requirements
■ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
■ Exhibit A: Progress Report Form
■ Exhibit B: Property Reporting Form
■ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
■ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☒ Exhibit I: Forced Labor Attestation Form	
☒ Additional Exhibits (if necessary): Exhibit G Photo Release Form, Exhibit J Contractual Services, Exhibit K Final Report Template	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

North Bay Village **GRANTEE**

Grantee Name

By _____ Date Signed

(*Authorized Signature)*

Frank Rollason, Village Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ Date Signed

Secretary or Designee

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

Coral Protection and Restoration Program Additional Signatures

Kathleen Czaia Digitally signed by Kathleen Czaia
Date: 2024.08.15 12:25:38 -04'00'

DEP Environmental Manager, Kathleen Czaia

Kristi Kerrigan Digitally signed by Kristi Kerrigan
Date: 2024.08.15 18:04:47 -04'00'

DEP QC Reviewer, Kristi Kerrigan

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price

subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT**

TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized

aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

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

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

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Dievelopment at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.
The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.
The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.
If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.
All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.
The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.
If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.
If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.
To the extend authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.
If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;

(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or

(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and

(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. C2302

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is North Bay Village Harbor Island Outfall Improvement Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
For purposes of this Agreement, the Grantee will be considered the owner of any nonexpendable and/or nonconsumable personal property or equipment costing $5,000 or more purchased for the completion of the Project under a subcontract. Upon satisfactory completion of this Agreement, the Grantee will require its subcontractor to account for and report on all nonexpendable and/or nonconsumable personal property or equipment purchased under its subcontract in accordance with the Grantee's financial reporting and inventory control requirements. Based on the subcontractor report, the Grantee will submit Exhibit B, Property Reporting Form, to the Department with any applicable requests for reimbursement. Nonexpendable and/or nonconsumable personal property or equipment purchased for the Project by a subcontractor is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72 and/or Chapter 69I-73, F.A.C., as applicable, and should be capitalized, when appropriate, in accordance with GAAP and the Grantee's financial reporting requirements. The following terms shall apply:

a. The Grantee and/or its subcontractor(s) shall have use of the nonexpendable and/or nonconsumable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
b. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the nonexpendable and/or nonconsumable personal property or equipment in good operating condition.
c. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable and/or nonconsumable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.
d. The Grantee is responsible for keeping a current and accurate inventory of any nonexpendable and/or nonconsumable personal property or equipment in accordance with its financial reporting and inventory control requirements. The Department may request an annual copy of these inventory records for the life of the Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement with the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. *C2302* – North Bay Village

ATTACHMENT 3

I. PROJECT TITLE: North Bay Village Harbor Island Outfall Improvement Project

II. PROJECT LOCATION(S): The Project will be located in the Harbor Island neighborhood, which is located within North Bay Village in Miami-Dade County, Florida; Latitude/Longitude of the entrance of the neighborhood is 25.848791 N, 80.158656 W.

III. PROJECT BACKGROUND: In June 2022, North Bay Village (NBV) completed and adopted a comprehensive Stormwater Master Plan (SWMP) in order to identify and prioritize flooding and water quality improvements within the Village. While flooding was not as significant of a concern for Harbor Island than other parts of the community, water quality improvements were included, as the health of Biscayne Bay is a top priority for the Village and its Commission. A goal of the SWMP is to improve the water quality of stormwater discharge into Biscayne Bay and this Project focuses on the goal of water quality improvement.

IV. PROJECT DESCRIPTION: North Bay Village intends to upgrade the existing stormwater infrastructure with this grant supporting the implementation of baffle boxes, pollution control structures, or other comparable infrastructure that directly improves the water quality of stormwater discharge in the Habor Island neighborhood, implementing the recommendations provided in the Grantee's SWMP. The Grantee will design and install baffle boxes, pollution control structures, or other comparable infrastructure for the updated outfall locations on Habor Island. There are currently 13 outfalls, and some may be consolidated as part of this Project. Baffle boxes or pollution control structures are underground structures used in stormwater management systems to capture debris, sediment, and pollutants from stormwater runoff, and will immediately improve the water quality of the stormwater discharge.

V. TASKS AND DELIVERABLES:

Task #1: Design and Permitting

Description: The Grantee will complete the design of baffle boxes, pollution control structures, or other comparable infrastructure for the updated outfall(s) on Harbor Island and obtain all necessary permits for construction of the Project utilizing existing agreement with a Florida-licensed engineering firm for stormwater work.

Deliverables: The Grantee will submit:

- **Deliverable 1.1:** An electronic copy of the final design, including professional certification as applicable.
- **Deliverable 1.2:** A list of all required permits identifying issue dates and issuing authorities.
- **Deliverable 1.3:** Upon request, copies of obtained permits or permit related correspondence or documentation and/or a paper copy of the final design.

Payment Request Schedule: Grantee may submit a single payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task #2: Construction

Description: The Grantee will construct baffles boxes, pollution control structures, or other comparable infrastructure for the outfall locations in accordance with the final design(s) and required permits. Outfall locations may be consolidated as part of this Project and there are currently 13 on Harbor Island. The Grantee will utilize an existing agreement with a Florida-licensed engineering firm for stormwater work for oversight and appropriate contractor for the installation of the infrastructure improvements. The swiftness of the installation of the infrastructure improvements depends greatly on the permitting process. The Grantee will be responsible for the cost of any components not related to water quality improvements.

Interim Deliverables: The Grantee will submit the following interim deliverables on quarterly basis:

- **Deliverable 2.1:** Signed acceptance of the completed work by the Grantee.
- **Deliverable 2.2:** Contractor's Application and Certification for Payment (see below for details).
- **Deliverable 2.3:** Dated color photographs of on-going work representing time period covered in payment request.

Payment Request Schedule: Grantee may request payment quarterly with quarterly interim deliverables and a Contractor's Application and Certification for Payment with appropriate supporting documentation. Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Final Deliverables: The Grantee will submit the following final deliverables demonstrating baffle box, pollution control structures, or comparable infrastructure construction completion:

- **Deliverable 2.4:** Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task.
- **Deliverable 2.5:** Written verification that the Grantee has received record drawings and any required final inspection report(s) for the Project.
- **Deliverable 2.6:** Signed acceptance of the completed work by the Grantee.
- **Deliverable 2.7:** Signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

Task #3: Public Education

Description: The Grantee will provide public education information about the Project and its environmental benefits in the following formats: website updates, brochure flyer, social media posts, and a video explaining the Project. The Grantee will provide the Department's Grant Manager an opportunity to review the materials prior to publication (Deliverables 3.1, 3.2, and 3.3).

Deliverables: The Grantee will submit:

- **Deliverable 3.1:** Copy of draft print-ready brochures submitted for review and approval prior to final printing and distribution.

- **Deliverable 3.2:** Provide the active link for the website as designed or updated with Project information with expectation that draft material is provided for review prior to finalization.
- **Deliverable 3.3:** Draft materials for social media posts submitted for review and approval prior to presentation and/or meetings are held.
- **Deliverable 3.4:** A final copy of the brochure flyer and a narrative regarding the distribution of the flyers, including numbers and locations.
- **Deliverable 3.5:** Final copies of the social media post, including the dates of publications and platforms.
- **Deliverable 3.6:** A final copy of the video created for distribution.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task #4: Final Report

Description: The Grantee will prepare an **Exhibit K Project Final Report** template summarizing the results of the Project, including all tasks in the Grant Work Plan. The Final Report must include at a minimum (however headers can be modified accordingly):

- Executive summary (500 words or less) of the main findings/outcomes of the Project and how it contributes to improving water quality in Biscayne Bay.
- Introduction that includes the Project location and background, overview of the Project goals, description and timeline, grant award amount and anticipated benefits.
- Methodology that describes the specific methods and approach of the Project (section header may be modified accordingly).
- Discussion and outcomes of the Project including any significant unexpected delays, and/or other significant deviations from the original Project plan.
    - Summary of activities completed and those not completed and why, as well as a brief summary of any additional phases yet to be completed.
    - Discussion of Project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original Project plan.
- Further recommendations and future directions shall also be included.
- Photo documentation of work performed (before, during and after), appropriate figures (site location, site plan[s]. etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the Project.

Final report must comply with Section 508 of the U.S. Rehabilitation Act (as amended), Florida Statute Chapter 282, and Florida Administrative Code (FAC) Rule: 60-8.002.

Deliverables: The Grantee will submit:

- **Deliverable 4.1:** An electronic copy of the draft Final Report using the Exhibit K Project Final Report template in Word format submitted to the Department's Grant Manager for review prior to submission of the Final Report.
- **Deliverable 4.2:** An electronic copy of the Final Report, with all suggested changes incorporated, in Word and PDF format submitted to the Department's Grant Manager for review and approval. Final report must be 508-compliant.

Payment Request Schedule: Grantee may submit a single payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

VI. PERFORMANCE MEASURES: The Grantee will submit all deliverables electronically for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline below. The Department's Grant Manager will review the deliverable(s) and provide any comments to the Grantee for incorporation. Once the deliverables have been verified that they meet the specifications in the Grant Work Plan and the task description (including any work being performed by any subcontractor(s)), Department's Grant Manager will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed.

The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided in writing.

VII. CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. **If the Grantee does not meet a deadline for any deliverable, the Department may reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.**

VIII. PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form (no more frequently than quarterly). All payment requests must be accompanied by the approved Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) business days to review and approve or deny the payment request.

IX. PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task Due Date	Deliverable Due Date/ Frequency
1	Design and Permitting	Contractual Services	$50,000	Upon Execution	12/31/2025	Single
2	Construction	Contractual Services	$1,920,000	Upon Execution	03/31/2026	Quarterly (1/15, 4/15, 7/15, 10/15)
3	Public Education	Contractual Services	$25,000	Upon Execution	03/31/2026	Single

4	Final Report	Contractual Services	$5,000	Upon Execution	03/31/2026	Single
		Total	**$2,000,000**			

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	FDEP, FY23-24 GAA Line Item #1823	2023-2024	37.112	Biscayne Bay Water Quality Improvement Grant	$2,000,000.00	FCO
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$2,000,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
BISCAYNE BAY WATER QUALITY IMPROVEMENT GRANT

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits or Special Activity Licenses are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

2. Accessibility. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

3. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

4. Acknowledgements. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials. The month and year as well as the following language shall be included on the final report:

   "This report was funded under the Biscayne Bay Water Quality Improvement Grant through an agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

5. Exhibit A Quarterly Progress Report. The Grantee shall submit the quarterly progress report as an editable Word document. The report will be reviewed by the Department and any edits will be provided as track changes. Once the quarterly report and deliverables have been approved, the Department Grant Manager or Designee will add their approving signature and the document will be converted to a pdf. The Grantee may then submit all pertinent supporting documents as part of the payment request (Exhibit C).

6. Deliverable Submission. Deliverables shall be submitted electronically unless otherwise agreed upon by the Grantee and the Department. Deliverables shall be organized into folders by Task (Example:

Task 1, Task 2, Task 3, etc.). File names shall be labeled so it's clear which task and deliverable it's satisfying (Example: "Deliverable 1.b_Construction Report").

7. Photo Deliverables. The Grantee must submit Exhibit G Photo Release Form, with the first submission of photo deliverables. When providing photo deliverables, a consistent naming convention will be followed that includes the date, Grantee Name, task number, and a unique identifier of the photo.

8. Exhibit K Final Project Report. If a final report is included as a task or deliverable, the Grantee shall submit the final report using the Exhibit K Final Project Report template, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly progress report, only in instances where the next quarterly report falls after the task completion date.

9. Exhibit J Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit J Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Department Grant Manager (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Exhibit A
Progress Report and Deliverable Submission Form

DEP Agreement No.:	C2302
Project Title:	North Bay Village Harbor Island Outfall Improvement Project
Grantee:	North Bay Village
Grantee Grant Manager Name:	Marlon Lobban
DEP Grant Manager Name:	Kristi Kerrigan
Reporting Period:	

Provide the following information for all tasks identified in Attachment 3 Grant Work Plan:
Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task #1: Design and Permitting

- **Amount completed within this reporting period (%):**
- **Amount completed to date (%):**
- **Progress for this reporting period:** [*Add Text <500 words*]

- **Identify any delays or problems encountered:** [*Add Text <300 words*]

- **Deliverables due for this task; date they were submitted (or expected to be submitted); and how deliverables are submitted/where to find them:**
  - **Deliverable 1.1:** An electronic copy of the final design, including professional certification as applicable.
  - **Deliverable 1.2:** A list of all required permits identifying issue dates and issuing authorities.
  - **Deliverable 1.3:** Upon request, copies of obtained permits or permit related correspondence or documentation and/or a paper copy of the final design.

Task #2: Construction

- **Amount completed within this reporting period (%):**
- **Amount completed to date (%):**
- **Progress for this reporting period:** [*Add Text <500 words*]

- **Identify any delays or problems encountered:** [*Add Text <300 words*]

- **Deliverables due for this task; date they were submitted (or expected to be submitted); and how deliverables are submitted/where to find them: [**
  - **Deliverable 2.1:** Signed acceptance of the completed work by the Grantee.
  - **Deliverable 2.2:** Contractor's Application and Certification for Payment (see below for details).
  - **Deliverable 2.3:** Dated color photographs of on-going work representing time period covered in payment request.

- **Deliverable 2.4 (Final):** Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task.
- **Deliverable 2.5 (Final):** Written verification that the Grantee has received record drawings and any required final inspection report(s) for the Project.
- **Deliverable 2.6 (Final):** Signed acceptance of the completed work by the Grantee.
- **Deliverable 2.7 (Final):** Signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Task #3: Public Education

- **Amount completed within this reporting period (%):**
- **Amount completed to date (%):**
- **Progress for this reporting period:** [*Add Text <500 words*]

- **Identify any delays or problems encountered:** [*Add Text <300 words*]

- **Deliverables due for this task; date they were submitted (or expected to be submitted); and how deliverables are submitted/where to find them: [**
  - **Deliverable 3.1:** Copy of draft print-ready brochures submitted for review and approval prior to final printing and distribution.
  - **Deliverable 3.2:** Provide the active link for the website as designed or updated with project information with expectation that draft material is provided for review prior to finalization.
  - **Deliverable 3.3:** Draft materials for social media posts submitted for review and approval prior to presentation and/or meetings are held.
  - **Deliverable 3.4:** A final copy of the brochure flyer and a narrative regarding the distribution of the flyers, including numbers and locations.
  - **Deliverable 3.5:** Final copies of the social media post, including the dates of publications and platforms.
  - **Deliverable 3.6:** A final copy of the video created for distribution.

Task #4: Final Report

- **Amount completed within this reporting period (%):**
- **Amount completed to date (%):**
- **Progress for this reporting period:** [*Add Text <500 words*]

- **Identify any delays or problems encountered:** [*Add Text <300 words*]

- **Deliverables due for this task; date they were submitted (or expected to be submitted); and how deliverables are submitted/where to find them: [**
  - **Deliverable 4.1:** An electronic copy of the draft Final Report using the Exhibit K Project Final Report template in Word format submitted to the Department's Grant Manager for review prior to submission of the Final Report.
  - **Deliverable 4.2:** An electronic copy of the Final Report, with all suggested changes incorporated, in Word and PDF format submitted to the Department's Grant Manager for review and approval. Final report must be 508-compliant.

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (Original Ink or Adobe Certified Signature)	Date

For DEP Internal Use Only

This report and the specific deliverables described in this Progress Report and Deliverable Submission Form demonstrate that the work under the tasks outlined in this form was satisfactorily performed and are hereby approved in accordance with the reporting requirements of the above DEP Agreement number.

Signature of DEP Grant Manager or Designee (Original Ink or Adobe Certified Signature)	Date

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit B - Property Reporting Form

Agreement Number: C2302

GRANTEE: In order to comply with applicable state and/or federal regulations, list non-expendable equipment/personal property costing $5,000 or more purchased directly or indirectly under the above Agreement. Complete: 1) a description of the property, 2) the serial number or other identification number, 3) the source, 4) who holds title/ownership, 5) purchase date, 6) cost, 7) DEP's percent share of that cost, 8) location/address of the property, 9) use and condition, 10) any ultimate disposition data, including date of disposal and sale price.

Description	Serial No./ ID No.	Source	Owner	Purchase Date	Cost	% Charged to DEP Grant	Location	Use and Condition	Disposition

Grantee: North Bay Village **Date:** _____ **Grantee Grant Manager**: _____ **Date:** _____

BELOW IS FOR DEP USE ONLY

DEP GRANT MANAGER: Send invoices supporting the cost of the items to Finance and Accounting for the processing of the Grantee's invoice for payment. Maintain a copy of the invoices supporting the cost of each item identified above in your grant agreement file. Refer to Administrative Policy 320 for Property Guidelines.

DEP Grant Manager: _____ Date: _____

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

CORAL PROTECTION AND RESTORATION PROGRAM

INSTRUCTIONS FOR COMPLETING EXHIBIT C

Please scroll down fully to view all instructions on this sheet.

PART 1 - (Page 1) PAYMENT REQUEST SUMMARY FORM *(Summary Information)*

GRANTEE NAME: Enter the name of the grantee's agency.
MAILING ADDRESS: Enter the address to which you want the state warrant (i.e., payment) sent.
DEP AGREEMENT NO.: This is the number on your grant agreement.
REQUEST DATE: This is the date you are submitting the invoice to DEP.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number. This is also known as the invoice number. Example: If this is your first payment request, the value would be 1. If it's your second, the value would be 2, etc.
TOTAL AMOUNT REQUESTED: Enter the total amount being requested in this payment summary request.
TASK/DELIVERABLE NO.: Enter the number of the Task(s) or Deliverable(s) for which you are requesting payment, and as in accordance with Attachment 3, Grant Work Plan.
MATCH AMOUNT REQUIRED BY AGREEMENT: Enter the total amount of match/local cost share that will be provided, and as in accordance with Attachment 3, Grant Work Plan.
PERFORMANCE PERIOD: *(Date Range)* This is the begin and end date in which the work was actually completed. This period must be the same throughout Exhibit C. NOTE: The performance period must be within the grant agreement begin date and grant agreement expiration date.

PART 1 - (Page 1) PAYMENT REQUEST SUMMARY FORM (*Expenditure Summary Table)*

EXPENDITURE CATEGORY: Only those expenditure categories as authorized in Attachment 2 and Attachment 3 or your agreement will be filled in.
BUDGETED AMOUNT: Enter the DEP Amount budgeted, as approved in Attachment 3, Grant Work Plan in your agreement for each applicable expenditure category. Leave the dollar amount at $0.00 for all categories which are not applicable.
AMOUNT THIS REQUEST: Enter the amount for which you are requesting reimbursement. All expenses being requested must have been incurred within the listed performance period.
RETAINAGE WITHHELD: Only **r**equired for State Plan (SRP) and Federal (FRP) implementation projects. Refer to your agreement, attachment 2, item 10. Retainage, to locate your retainage percentage. If retainage does not apply to your agreement, leave this amount at 0%
EXPENDITURES TO DATE: Enter the amount for all expenditures claimed to date from all previous payment requests under the grant agreement, including the current request. If this is your first request, this amount will only be the amount for this request.
BUDGETED AMOUNT REMAINING: This amount will automatically calculate and populate.
MATCHING FUNDS FOR THIS REQUEST: Enter the amount that is being provided as the local cost share, if applicable.
TOTAL CUMULATIVE MATCHING FUNDS: Enter the total amount of matching funds to date including this request.
MATCHING REQUIREMENT REMAINING: This amount will auto populate based on the information placed in "*MATCH AMOUNT REQUIRED BY AGREEMENT*" in the Exhibit C Information Section.
TOTAL AMOUNT DUE: This amount will auto populate based on the information placed in *"TOTAL AMOUNT THIS REQUEST" and "5% RETAINAGE WITHHELD".*

PART 1 - (Page 2) GRANTEE CERTIFICATION

Must have the original signature or Adobe certified signature of both the Grantee's Grant Manager and the Grantee's Fiscal Agent, as identified in the grant agreement.

PART 1 - (Page 3) ENGINEER'S CERTIFICATION

Required if the payment request includes construction activities. Must have the original signature of a Florida Certified Professional Engineer.

PART 2 - (Page 4) SALARY AND FRINGE DETAIL

Documentation for salary and fringe should include timesheets or similar. Sheets should be clearly marked to indicate which hours are applicable to the agreement task(s) for which reimbursement is being requested.

PART 2 - (Page 5) INDIRECT COST DETAIL

All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

PART 2 - (Page 6) CONTRACTUAL SERVICES DETAIL

Every Task Number that is being billed for will get its own line. If the same task number was billed for over multiple invoices in this request, the task will be broken up further on the form, which each occurrence of the task number on a different invoice getting its own line.
Contractor Performance Period: The date range on the invoice or the period over which work was performed by the contractor.

PART 2 - (Page 7) TRAVEL EXPENSE DETAIL

All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S. Receipts may include hotel receipts, mileage logs or rental car receipt…etc. All invoices must be itemized.

PART 2 - (Page 8) EQUIPMENT EXPENSE DETAIL

All costs must be evaluated for reasonableness and for allowability.

PART 2 - (Page 9) MISCELLANEOUS/OTEHR COSTS DETAIL

Please provide clear and specific description of costs.

GRANTEE PAYMENT REQUEST CHECKLIST & SUBMISSION INSTRUCTIONS: *This is a list of all components which must be included in your request to receive reimbursement.*
1. **DELIVERABLE ACCEPTANCE LETTER:** Deliverables for all tasks included in the payment request must be approved in writing by the DEP Grant Manager prior to submitting a payment request. Payment requests will be returned to the Grantee until deliverable approval is provided with the payment request.
2. **EXHIBIT A:** Exhibit A, Progress Report Form, must be submitted with all payment requests and must have either an original signature or an Adobe certified signature.
3. **EXHIBIT H:** If a contractor was used for any work included in the payment request, Exhibit H, Contractual Services Certification, and all required supporting documentation, must be completed and submitted to the DEP Grant Manager **before** payments can be processed.
4. **EXHIBIT C PART II-IV:** For each cost listed in the Part I Expenditure Summary, detailed information must be provided in Part II, III and IV, as applicable. A copy of Part I-IV should be provided **in both PDF and Excel format.**
5. **SUPPORTING DOCUMENTATION:** All other required exhibits and documentation (Exhibit F, DEP Travel Form, Invoices, Timesheets) must be provided with the payment request.
6. **PROOF OF PAYMENT:** Proof of payment (copies of checks, bank statement, pay stubs, etc.) must be submitted for all costs included in the payment request.
Once compiled, send all documentation to: ResilientFloridaGrants@FloridaDEP.gov ***Please use the following email subject line: Grant # ____ Payment Request # ____***

EXHIBIT C

PART 1a - PAYMENT REQUEST SUMMARY FORM

GRANTEE NAME: _____ **DEP GRANT NO.:** _____

MAILING ADDRESS: _____ **REQUEST DATE:** _____

_____ **FINAL INVOICE (Y or N):** _____

_____

PAYMENT REQUEST NO.: _____ **TOTAL AMOUNT REQUESTED:** _____

TASK/DELIVERABLE NO(S).: _____ **MATCH AMOUNT REQUIRED BY AGREEMENT:** _____

PERFORMANCE PERIOD: _____

EXPENDITURE SUMMARY - By Category

EXPENDITURE CATEGORY *(As Authorized)*	DEP BUDGETED AMOUNT	AMOUNT THIS REQUEST	RETAINAGE WITHHELD *(Enter Percentage, Only for Implementation Projects; SRP/FRP)*	RETAINAGE TO DATE *(Including this request)*	EXPENDITURES TO DATE *(Including this request)*	BUDGETED AMOUNT REMAINING	MATCHING FUNDS FOR THIS REQUEST *(page 10)*	TOTAL CUMULATIVE MATCHING FUNDS
			0%					
Salaries/Wages *(page 4)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Fringe Benefits *(page 4)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Indirect Costs *(page 5)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Contractual Services *(page 6)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Travel *(page 7)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Equipment *(page 8)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Rental/Lease of Equipment *(page 8)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Miscellaneous/Other Expenses *(page 9)*	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Retainage (Reimbursed After Final Invoice)		$0.00						
TOTAL AMOUNT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

TOTAL AMOUNT DUE *(Total Amount This Request Minus 5% Retainage Withheld, if applicable)*	$0.00

EXHIBIT C

PART 1b - PAYMENT REQUEST SUMMARY FORM

Payment Request No: _____

Performance Period: _____

EXPENDITURE SUMMARY - By Task

Authorized Tasks	AMOUNT THIS REQUEST	PREVIOUS PAYMENT REQUESTS	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST (*page 10)*	TOTAL CUMULATIVE MATCHING FUNDS
Task 1:	$ -	$ -	$ -	$ -	$ -
Task 2:	$ -	$ -	$ -	$ -	$ -
Task 3:	$ -	$ -	$ -	$ -	$ -
Task 4:	$ -	$ -	$ -	$ -	$ -
Task 5:	$ -	$ -	$ -	$ -	$ -
Task 6:	$ -	$ -	$ -	$ -	$ -
Task 7:	$ -	$ -	$ -	$ -	$ -
Task 8:	$ -	$ -	$ -	$ -	$ -
Task 9:	$ -	$ -	$ -	$ -	$ -
TOTAL AMOUNT	$ -	$ -	$ -	$ -	$ -
TOTAL BUDGET (ALL TASKS)	$ -			$ -	
LESS TOTAL CUMULATIVE PAYMEN	$ -			$ -	
TOTAL REMAINING (ALL TASKS)	$ -			$ -	

EXHIBIT C
PART 1 - GRANTEE CERTIFICATION

I, _____, on behalf of
(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for
(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

1. The disbursement amount requested is for allowable costs for the project described in Attachment 3 of the Agreement.

2. All costs included in the amount requested have been satisfactorily performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.

3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Grantee's Grant Manager Signature	Grantee's Fiscal Agent Signature
Print Name	Print Name
Date	Date

EXHIBIT C

PART 1 - ENGINEER'S CERTIFICATION OF PAYMENT REQUEST

ONLY REQUIRED IF CONSTRUCTION IS PART OF THE REIMBURSEMENT REQUEST

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)

_____, am responsible for overseeing construction of the project
(name of Grantee)

described in the Agreement and do hereby certify that, for DEP Agreement No. _____ and Payment Request No. _____:

1 All permits and approvals required for the construction, which is underway, have been obtained;

2. Payment is in accordance with all applicable construction contract provisions;

3. Construction up to the point of this payment request is in compliance with the approved plans and permits for this project; and

4. All equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection.

_____
Signature of Professional Engineer (Original Ink)

_____
Firm or Affiliation

_____ _____
(Date) (P.E. Number)

EXHIBIT C

PART 2 - SALARY AND FRINGE DETAIL

Payment Request No: _____

Performance Period: _____

Salary

Task No.	Position Title	Employee Name	Performance Period	Total Hours Worked	Hourly Wage	Total Amount Paid	Date Paid	Payment Type Used (Check, EFT…etc.)	Check No. or EFT No. (If applicable)	Amount Claimed in this Request
Example	*Engineer I*	*John Doe*	*1/12/19 - 3/10/19*	*84.00*	*$ 25.00*	*$ 3,500.00*	*3/30/2019*	*Check*	*24589*	*$ 2,100.00*
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
									TOTAL SALARY	$ -

Fringe

Task No.	Position Title	Employee Name	Performance Period	Fringe Rate (% of Salary)	Fringe Amount	Total Amount Paid	Date Paid	Payment Type Used (Check, EFT…etc.)	Check No. or EFT No. (If applicable)	Amount Claimed in this Request
Example	*Engineer I*	*John Doe*	*1/12/19 - 3/10/19*	*15.00%*	*$ 315.00*	*$ 450.00*	*3/30/2019*	*Check*	*24589*	*$ 315.00*
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
									TOTAL FRINGE	$ -

EXHIBIT C
PART 2 - INDIRECT COSTS DETAIL

Payment Request No: _____

Performance Period: _____

Task No.	Indirect Amount Expense	Date Incurred	Description of Indirect Costs	Amount Claimed in this Request
			Total Indirect :	**$0.00**

EXHIBIT C

PART 2 - CONTRACTUAL SERVICES DETAIL

Payment Request No: _____

Performance Period: _____

Task No.	Contractor Name	Contractor Invoice No.	Contractor Invoice Date	Contractor's Performance	Total Invoice Amount	Description of Goods/Services Provided	Payment Type (CC, Check)	Amount Claimed in this Request
1	ABC Inc.	2243	5/1/2023	4/01/2023-4/30/2023	$5,000.00	Description of Goods/Services Provided	Check #00233	$2,000.00
							Total Contractual:	**$0.00**

EXHIBIT C

PART 2 - TRAVEL EXPENSE DETAIL

Payment Request No: _____

Performance Period: _____

		Class A & B Travel ONLY			Class C Travel ONLY					
Task #	**Purpose & Destination**	**Travel Days** *per 112.061(5)(a)*	**Per Diem Rate**	**Per Diem Total**	**Total Subsistence Allowance**	**Mileage**	**Rate per Mile Allowance**	**Total Mileage Cost**	**Other Applicable Expense Detail**	**Other Applicable Expense Cost**
			$ 80.00	$ -	$ -		$ 0.445	$ -		$ -
			$ 80.00	$ -	$ -		$ 0.445	$ -		$ -
			$ 80.00	$ -	$ -		$ 0.445	$ -		$ -
			$ 80.00	$ -	$ -		$ 0.445	$ -		$ -
			$ 80.00	$ -	$ -		$ 0.445	$ -		$ -
			$ 80.00	$ -	$ -		$ 0.445	$ -		$ -
			$ 80.00	$ -	$ -		$ 0.445	$ -		$ -
			$ 80.00	$ -	$ -		$ 0.445	$ -		$ -
			$ 80.00	$ -	$ -		$ 0.445	$ -		$ -
			$ 80.00	$ -	$ -		$ 0.445	$ -		$ -
			$ 80.00	$ -	$ -		$ 0.445	$ -		$ -
			$ 80.00	$ -	$ -		$ 0.445	$ -		$ -
			Total:	**$ -**	**$ -**		**Total Mileage:**	**$0.00**	**Total Other:**	**$0.00**
				Total Per Diem & Subsistence:	**$ -**					

Total Travel Expense: $ -

EXHIBIT C
PART 2 - EQUIPMENT EXPENSE DETAIL

Payment Request No: _____

Performance Period: _____

Direct Purchase of Equipment

Associated Task(s)	Equipment Detail	Quantity	Cost Per Unit	Equipment Cost	Brief Explanation of Equipment Necessity
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
	Total Direct Purchase Equipment:		**$ -**		

Rental/Lease of Equipment

Associated Task(s)	Equipment Details, Including Term of Rental/Lease	Quantity	Cost Per Unit	Equipment Cost	Brief Explanation of Equipment Necessity
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
	Total Rented/Leased Equipment:		**$ -**		

EXHIBIT C

PART 2 - MISCELLANEOUS/OTHER DETAIL

Payment Request No: _____

Performance Period: _____

Task No.	Misc./Other Amount Expense	Date Incurred	Type of Documentation (e.g. receipts, bank statements)	Description of Costs	Amount Claimed in this Request
				Total Misc./Other :	**$0.00**

EXHIBIT C

PART 2 - MATCH DETAIL

DEP GRANT NO.: _____

Payment Request _____ **Match Amount** _____

Invoice Performance Period: _____ **Matching Funds This Request:** _____

Task No.	Contractor Name	Contractor Invoice No.	Contractor Invoice Date	Contractor's Performance Period	Total Invoice Amount	Description of Goods/Services Provided	Payment Type (CC, Check) *If check, provide Check No .*	Amount Claimed in this Request
1	ABC Inc.	2243	5/1/2023	4/01/2023-4/30/2023	$5,000.00	Description of Goods/Services Provided	Check #00233	$2,000.00
							Total Match:	$0.00

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit F

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

North Bay Village is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: C2302

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

State of Florida
Department of Environmental Protection
Forced Labor Attestation Form

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity.

I, , hereby attest under penalty of perjury that North Bay Village does not engage in the use of coercion for labor or services as defined in the relevant section of the regulations.

This attestation is made in accordance with the requirements outlined in section 787.06, F.S., which mandates that upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide an affidavit signed by an officer or representative attesting to the absence of coercion for labor or services.

I affirm that the information provided in this affidavit is true and accurate to the best of my knowledge.

Printed Name:

Title:

Signature: Date:

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
CORAL PROTECTION AND RESTORATION PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit J

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: C2302

Project Title: North Bay Village Harbor Island Outfall Improvement Project

Grantee: North Bay Village

Subcontractor: _____

Note: Submit separate Exhibit J Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit J, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

EXHIBIT K
INSTRUCTIONS FOR COMPLETING
FINAL PROJECT REPORT FORM

The Final Project Report shall contain the following sections: Executive Summary, Introduction, Methodology, Outcomes and Discussion and Further Recommendations. If section header titles need to be modified, consult with the Department's Grant Manager. Final report shall follow Times New Roman and 11pt font with justified paragraphs. Additional styles and figure/table expectations are detailed below.

The Final Project Report shall be submitted electronically to the Department and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant" in all formats provided. Final payment will be held until receipt and approval of the Final Project Report. Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified on page 1 of this Agreement.

1. HEADING 1

1.1. Heading 2

1.1.1.Heading 3

1.1.1.1. Heading 4

1.1.1.2. Heading 3 – 2nd Subheading

1.1.2.Heading 2 – 2nd Subheading

1.2. Heading 2 – 2nd Subheading

***Table 1**: All tables should include a caption and have the header row designated as such. Avoid merging/splitting cells and attempt to keep the columns and rows as consistent as possible. Include a description of the table's contents in the Alt Text Field for 508-compliance.*

Data Column 1	Data Column 2	Data Column 3	Data Column 4

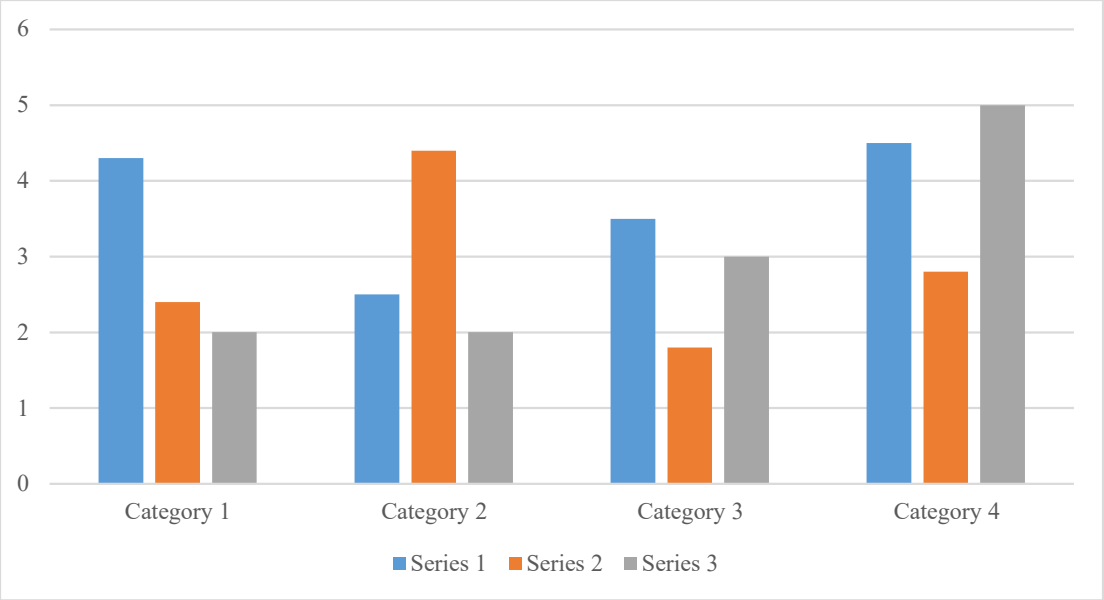

Figure 1: *In the alt text field, include a table of values that the graph is derived from or write a short summary of the data and refer to where the full set of data can be found within the paper.*



Figure 2: *In addition to a descriptive caption, all images must be accompanied by Alt Text describing their contents for 508 compliance.*

NORTH BAY VILLAGE HARBOR ISLAND OUTFALL PROJECT

North Bay Village

DEP AGREEMENT NO. C2302

Final Project Report

Insert Month & Year

This report was funded under the Biscayne Bay Water Quality Improvement Grant through a grant agreement from the Florida Department of Environmental Protection's (DEP) Office of Resilience and Coastal Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Table of Contents

1. Executive Summary (*500 words max)* 4
2. Introduction 4
3. Methodology 4
4. Outcomes and Discussion 4
5. Further Recommendations 4

2. EXECUTIVE SUMMARY (*500 WORDS MAX)*

3. INTRODUCTION

4. METHODOLOGY

5. OUTCOMES AND DISCUSSION

6. FURTHER RECOMMENDATIONS

ITEM NO. 11.E

North Bay Village
Recommendation Memorandum

DATE: October 1, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Marlon Lobban, Public Works Director

SPONSORED BY:

SUBJECT: A Resolution Approving a Contract with BellTower Group, LLC for Grant Writing Services - Interim Village Manager Frank Rollason (Public Works Director Marlon Lobban)

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BELLTOWER CONSULTING GROUP, LLC FOR AS-NEEDED GRANT WRITING SERVICES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING REQUIREMENTS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve a Professional Service Agreement with BellTower Consulting Group, LLC for grant writing and support services structured as an hourly-based agreement and invoiced to the Village monthly as needed.

BACKGROUND AND ANALYSIS

BellTower Consulting Group, LLC specializes in guiding Cities and Counties through the entire grant lifecycle. The team assists municipalities in aligning grants with their strategic priorities. Focused on supporting local governments in Florida, they are well-versed in available grant opportunities and have established strong relationships with grant administrators at the State's leading funding agencies.

Additionally, BellTower supports local governments with comprehensive support in strategic planning, grant management, reporting, policy and procedure development, State revolving loan fund reporting, legislative appropriation requests, post-award management, and tracking developments related to the Bipartisan Infrastructure Law and the Inflation Reduction Act.

The BellTower team is prepared to assist North Bay Village through each stage of the grant-

seeking process. Since 2009, their team has provided exceptional grant writing and support services to Florida's local governments, resulting in our clients securing over $150 million in essential Federal, State, Local, and Private funding.

The consultant shall be compensated at an hourly rate as set forth pricing structure of the enclosed proposal.

It is recommended that the Village Commission authorize the Village Manager to execute a Professional Service Agreement with BellTower Consulting Group, LLC to enhance our ability to access and manage critical funding for Village projects.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
G/L#001.14.513.3160 as needed on a monthly basis.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution - Belltower Consulting - Grant Writing.DOCX
Agreement with Belltower Consulting - Grant Writing.DOCX
North Bay Village Proposal 9.3.24.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BELLTOWER CONSULTING GROUP, LLC FOR AS-NEEDED GRANT WRITING SERVICES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING REQUIREMENTS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") seeks to pursue additional opportunities to obtain grants from federal, state, and local entities for various programs and projects; and

WHEREAS, in 2023, the Village Commission adopted a resolution approving professional services agreements with In Alignment Consulting, LLC, Calvin, Giordano and Associates, Inc., and Ecostrata Services, Inc. to assist the Village with grant writing services on an as-needed basis (the "Services"); and

WHEREAS, at the Village's request, BellTower Consulting Group, LLC (the "Consultant") submitted a proposal to be one of the Village's available consultants to provide the Services; and

WHEREAS, the Consultant performed the Services for the Village for approximately 10 years and is familiar with the Village's grant needs; and

WHEREAS, Section 36.25(L) of the Village Code provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission desires to engage the Consultant to perform the Services on an as-needed basis consistent with the Professional Services Agreement attached hereto as Exhibit "A" (collectively, the "Agreements") in an amount not to exceed budgeted funds; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Commission hereby approves the Agreement in substantially the form attached hereto as Exhibit "A" with the Consultant in an amount not to exceed budgeted funds.

Section 3. Waiver. That the Village Commission hereby waives the competitive procurement requirements of the Village Code pursuant to Section 36.25(L) of the Village Code.

Section 4. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Agreement with the Consultant in substantially the form attached hereto as Exhibit "A," subject to the final approval of the Village Attorney as to form, content, and legal sufficiency. The Village Manager is hereby authorized to expend budgeted funds and take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andy Rotondaro _____
Commissioner Rachel Streitfeld _____

PASSED AND ADOPTED on this 1st day of October, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
BELLTOWER CONSULTING GROUP, LLC

THIS AGREEMENT (this "Agreement") is made effective as of the 1st day of October, 2024 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **BELL TOWER CONSULTING GROUP, LLC**, a Florida Limited Liability Company (hereinafter, the "Consultant").

WHEREAS, the Village desires for Consultant to provide professional Grant Writing and Administrative Services to assist the Village with developing and maintaining a comprehensive grant program to support various operations, including investigation of available grant monies, preparation of grant documents, grant writing, and development of policies and procedures for the Village regarding grant programs ("Services," as further defined below); and

WHEREAS, the Consultant will perform services on behalf of the Village, all as further set forth in the Scope of Services attached hereto as Exhibit A-1 (the "Services"); and

WHEREAS, the Village and Consultant, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Village and the Consultant agree as follows:

1. Scope of Services.

1.1. Consultant shall provide the Services set forth in the Scope of Services and Proposal attached hereto as Exhibits A-1 and A-2, respectively(the "Services"). Consultant shall provide deliverables for various project aspects (each a "Project"), as requested by the Village and detailed in a "Statement of Work" which the Village will provide the Consultant when engaging the Consultant to work on a specific Project.

1.2. Prior to commencement of work on a specific Project, the Consultant will provide the Village with a fixed lump sum cost for the Services set forth in the Statement of Work calculated using the rates set forth on the Rate Schedule attached hereto in Exhibit A-2.

1.3. If the Village approves the fixed lump sum cost for the Project, the Village will provide the Consultant with a Notice to Proceed to perform the Services set forth in the Statement of Work. Consultant acknowledges that it shall not undertake to

perform any Services on any Project until it has received from the Village the Notice to Proceed on such Project.

1.4. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through one year thereafter, unless earlier terminated in accordance with Paragraph 8. At its sole discretion, the Village Manager may renew this Agreement upon the same terms and conditions for up to four additional one-year terms (the "Renewal Option") without further authorization from the Village Commission. The Renewal Option may be exercised at the sole discretion of the Village Manager. Such Renewal Option(s) shall be effective upon written notice from the Village Manager to the Consultant no later than thirty (30) days prior to the date of termination of the initial term or the applicable Renewal Option term.

2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

3.1. Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A-2."

3.2. Additional Services. The Village may from time to time request additional services that are not listed in the Agreement (i.e. staff trainings, project/program management, strategic planning). The parties agree to negotiate in good faith the terms and conditions by which the Consultant would be willing to perform such additional services. Additional Services shall not exceed the fees set forth in the Price Proposal attached hereto as Exhibit A-2.

3.3. Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

4. Subconsultants.

4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Village Manager.

8.3. In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Consultant 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 Village, naming the Village 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 Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

9.1.1. 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 Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

9.1.2. 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 Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Consultant must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm.

9.1.3. 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.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit. If Professional Liability Insurance is required, the Village shall select this box: ☒.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village 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 Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant 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 Village. 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 Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. 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 Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

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

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

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

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. 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.

11.2. 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.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. 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.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1. Consultant 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 Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (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).

16.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Village 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 Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

16.3. Upon request from the Village's custodian of public records, Consultant shall provide the Village 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.

16.4. 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 Village.

16.5. 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 Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.

16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

16.8. <u>Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.</u> IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA L. **CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.**

17. <u>Nonassignability</u>. This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires.

18. <u>Severability</u>. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, 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 Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **State Required Affidavits.** By entering into this Agreement, the Consultant agrees to review and comply with the following state affidavit requirements:

    24.1. Public Entity Crimes Affidavit. Consultant 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.

    24.2. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village 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 entering into this Agreement, the Consultant 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.

24.3. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

24.4. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

25. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26. Non-Exclusive Agreement. The Village reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.

27. Termination Due To Lack of Funding. This Agreement is subject to the condition precedents that: (i) Village funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Village secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Village Commission relative to the Services; and (iii) the Village Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The Village represents to Consultant that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

28. Conflicts; Order of Priority. This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

28.1. First Priority: Base Agreement

28.2. Second Priority: Exhibit A-1: Scope of Services

28.3. Third Priority: Exhibit A-2: Price Proposal

29. Agreement Documents. The following documents shall by this reference be incorporated and made a part of this Agreement:

29.1. Base Agreement

29.2. Exhibit A-1: Scope of Services

29.3. Exhibit A-2: Price Proposal

29.4. Exhibit A-3: Consultant's Proposal

29.5. Exhibit B: Single Execution Affidavits

29.6. Exhibit C: Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts

29.7. Exhibit D: E-Verify Affidavit

29.8. Exhibit E: Affidavit Attesting to Noncoercive Conduct for Labor or Services

29.9. Exhibit F: Affidavit Regarding Prohibition on Contracting with Entities of Foreign Countries of Concern

29.10. Exhibit G: Proof of Insurance

[Remainder of page intentionally left blank. Signature pages follow.]

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

NORTH BAY VILLAGE

By: _____
Frank Rollason
Interim Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
North Bay Village
Attn: Frank Rollason
Interim Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
Villagemanager@nbvillage.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

BELLTOWER CONSULTING GROUP, LLC

By: _____
LaKeesha Morris-Moreau, MSW, GPC
Title: President & CEO

Addresses for Notice:
Bell Tower Consulting Group, LLC
Attn: LaKeesha Morris-Moreau, MSW,GPC
14876 SW 168 Terrace
Miami, FL 33187
786-232-0771 (telephone)
info@belltowergroup.org (email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____(email)

EXHIBIT A-1
SCOPE OF SERVICES

The Consultant can expect to develop and maintain a comprehensive grant program to support various operations, including investigation of available grant monies, preparation of grant documents, grant writing assistance, development of policies and procedures for the Village regarding grant programs. Services and tasks include, but are not limited to the following:

1. Grant Planning and Research
   1.1. Coordinates grant activities with the Village Manager or his designee.
   1.2. Conducts research of available government and private foundation grants, and disseminates grant information regarding availability to appropriate agencies, departments and units.
   1.3. Coordinates with Village staff to identify potential projects and supports the planning, designing, and development of new projects based on Village Master Plans and Needs Analysis.
   1.4. Attends meetings involving joint venture grants, acts as the department liaison with other agencies and community organizations and may represent the Village at grant seminars, conferences and meetings related to potential funding.

2. Grant Writing (up to 10 grants per year)
   2.1. Coordinates and writes grant applications, proposals, and grant amendments. Composes Village Commission agenda items regarding grant applications and administrative tasks related to grant funded projects.
   2.2. Coordinates cooperative efforts from other governmental agencies and their representatives, and community or civic organizations.
   2.3. As required, drafts interagency agreements for finalizing by the Village Attorney's Office as part of the grant application process.
   2.4. Submit grant applications on behalf of the Village once approved by the Village Manager or his designee.

3. Grant Administration
   3.1. Prepares and submits grant progress reports. Collects data and evaluation information on all grants to determine the effectiveness of each program, performs evaluations on each grant received.
   3.2. Prepares and submits monthly financial reimbursement requests and quarterly/annual financial reports.
   3.3. Implements and maintains automated tracking of grant status for auditing/budgeting and other informational needs required for statistical reports and analysis.
   3.4. Provides grant policy and regulation requirements to other department staff and ensures that grants are processed, and programs are carried out in compliance with local, state and federal policies.

3.5. Establishes and maintains a resource library of completed grants, distributes information regarding training classes, workshops, publications, and other resources available from granting agencies, as necessary.

4. Special Projects
   4.1. Plans, researches, coordinates and administers a variety of special projects related to departmental operations.
   4.2. Assists the Village in preparing Legislative Appropriation Packages
   4.3. Provide technical assistance to staff as needed to ensure proper day-to-day program management including budget/financial and reporting requirements.

EXHIBIT A-2

CONSULTANT'S PROPOSAL & COMPENSATION TERMS

EXHIBIT B
SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE CONSULTANT AND NOTARIZED BELOW. IN THE EVENT THE CONSULTANT CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE CONSULTANT IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO ENTER INTO AN AGREEMENT WITH THE VILLAGE.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

_____ By: _____
NAME OF CONSULTANT INDIVIDUAL'S NAME AND TITLE

_____ Date: _____
FEIN OF CONSULTANT

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub.101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

_____
Respondent Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering,

conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

□ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

□ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

□ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Consultant list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

_____
Consultant Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Consultant warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Consultant also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Consultant acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Consultant should the Consultant be selected for the performance of this contract.

_____
Consultant Initials

Business Entity Affidavit

Consultant hereby recognizes and certifies that no elected official, board member, or employee of North Bay Village (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Consultant or Consultant, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or

Consultant. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Consultant. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Consultant recognizes that with respect to this transaction or bid, if any Consultant violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Consultant may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

_____
Consultant Initials

Non-Collusion/Anti-Collusion Affidavit

1. Consultant/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Consultant/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Consultant/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Consultant/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Consultant/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Consultant/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against North Bay Village or any person interested in the proposed Contract.

_____
Consultant Initials

Scrutinized Companies

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

2. If the Agreement that may result from this RFP is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this RFP at its sole option if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

_____
Consultant Initials

Acknowledgment, Warranty, and Acceptance

1. Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Consultant warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Manager.
4. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Consultant list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided

in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Consultant list.

_____
Consultant Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

_____
Consultant Initials

Truth in Negotiation Certificate

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Village, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with North Bay Village.

_____
Consultant Initials

Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Proposals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with North Bay Village. Consultant understands that for the breach or violation of this provision, the Village shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

_____
Consultant Initials

Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows:

In the presence of:

Signed, sealed and delivered by:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

_____

Print Name: _____

Title: _____

Firm: _____

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

EXHIBIT C

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS

(Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

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 any federal agency, a Member of Congress, an officer of 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 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 of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
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 certifyand disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (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.
5. The Contractor described below certifies or affirms the truthfulness and accuracyof 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.

Firm: _____

Authorized Signature: _____ Date: _____

Print or Type Name: _____ Title: _____

Exhibit D

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village 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:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____

Title: _____
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

Exhibit E

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed 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

Exhibit F

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed 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

Exhibit G

PROOF OF INSURANCE

(INSERT COPY OF CONSULTANT'S PROOF OF INSURANCE)



BELLTOWER
GRANT WRITING & BEYOND

NORTH BAY VILLAGE

GRANT SUPPORT CONSULTING SERVICES

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September 3, 2024

Frank Rollason, Interim Village Manager
North Bay Village
1666 Kennedy Causeway 3rd Floor
North Bay Village, FL 33141

RE: Grant Support Consulting Services

Manager Rollason:

Thank you for considering BellTower Consulting Group, LLC for your grant writing needs. Our team stands ready to guide North Bay Village through every step of the grant-seeking process. Since 2009, our team has provided grant writing and support services to local governments in Florida with excellent results. To date, our clients have secured over **$150 million in critical Federal, State, Local, and Private grant funding**. BellTower's team of well-qualified grant writers has over 75 years of combined experience and abides by the ethical standards of the grants professional industry.

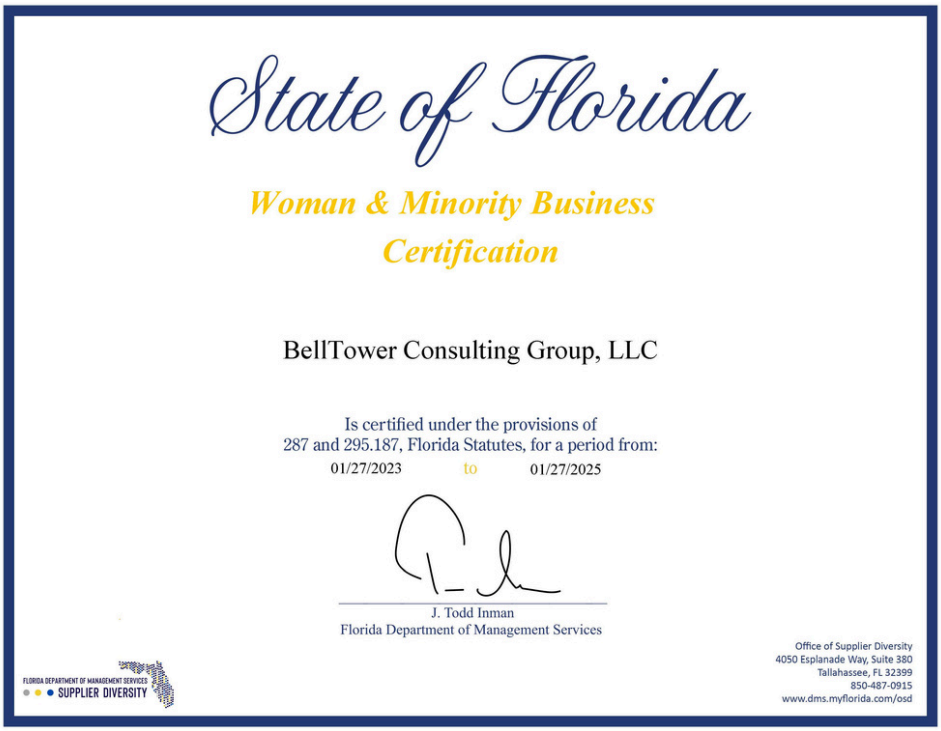
BellTower specializes in helping cities and counties navigate the full grant lifecycle. BellTower's team can quickly assist North Bay Village in identifying grants to match its strategic priorities. Since BellTower focuses on supporting local governments in Florida, we are keenly aware of available grant opportunities and have established a working rapport with many of the contract managers of the State's top funding agencies. Additionally, BellTower supports local governments with strategic planning, policy and procedure development, state revolving loan fund reporting, legislative appropriation requests, post-award management, and monitoring new developments associated with the Bipartisan Infrastructure Law and the Inflation Reduction Act.

I am confident that BellTower can meet the needs of North Bay Village, as indicated in the Scope of Work. If you have any questions, please do not hesitate to contact me at (786)232-0771 or via e-mail at lakeesha@BellTowergroup.org. Thank you in advance for your time and consideration.

Kind Regards,

LaKeesha Morris-Moreau, MSW, GPC*
President & CEO
*Grant Professional Certified

Project Name	North Bay Village Grant Support Consulting Services Date of Submittal: September 3, 2024
Name of Vendor	BellTower Consulting Group, LLC
Number of Years in Business	14
Size of Staff	7
Corporate Certification(s)	State of Florida WMBE U.S. Small Business Adminstration WOSB
Authorized Representative	LaKeesha Morris-Moreau, MSW, GPC 8950 Southwest 74th Court Suite 2201 Miami, FL 33156 Phone: 305-232-0771 E-mail: lakeesha@BellTowergroup.org
Authorized Representative	LaKeesha Morris-Moreau, MSW, GPC President & CEO



State of Florida

Woman & Minority Business Certification

BellTower Consulting Group, LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
01/27/2023 to 01/27/2025

J. Todd Inman
Florida Department of Management Services

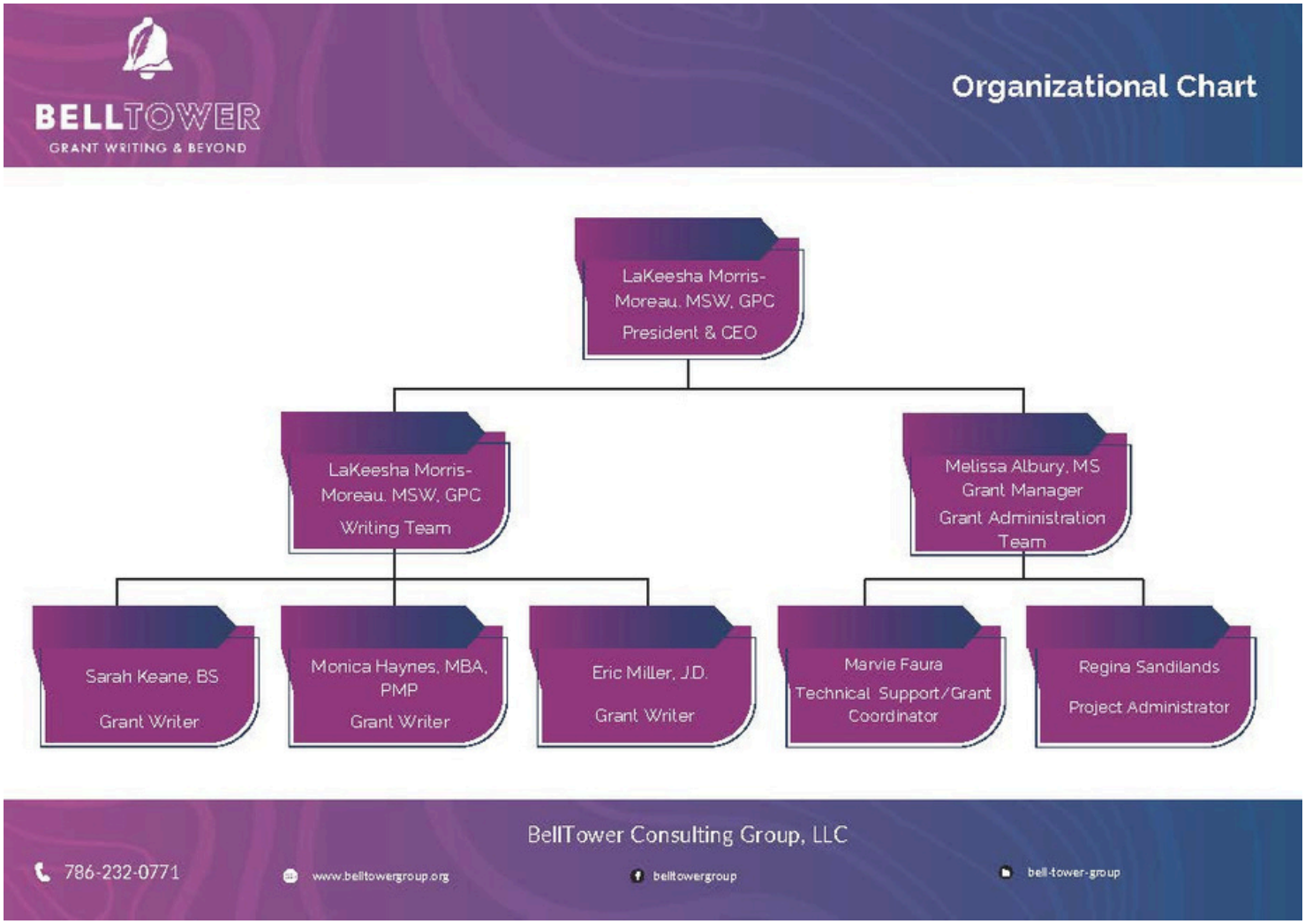
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

Introduction

At the helm of BellTower is a credentialed grant professional with over 20 years of experience, LaKeesha Morris-Moreau, MSW, GPC. In 2016, LaKeesha earned the Grant Professional Certified (GPC) designation, the only nationally accredited professional credential for individuals in the grants field. LaKeesha is 1 of only 472 GPCs worldwide, a clear mark of her experience, dedication, and success in the field. LaKeesha now sits on the National Board of Directors of the Grant Professionals Certification Institute and serves as the GPC Exam Administration Chair, where she has the pleasure of being the first to welcome new credentialed grant professionals.

BellTower has a team of seven (7) staff members. BellTower utilizes its entire team to support our clients. Grants are assigned based on the grant writer's expertise. BellTower does not anticipate subcontracting any grant writing or administration tasks.



Organization and History

BellTower Consulting Group, LLC was incorporated in Florida on October 20, 2009. The company is registered in Sam.gov and certified by the State as a small, women-owned, minority-owned business. LaKeesha Morris-Moreau is the President & CEO of this single-member organization. The organization is registered in E-Verify and maintains the required insurance policies.

Our team is local and familiar with Florida's needs and the grant landscape. We applaud the Village's efforts to be responsible stewards of taxpayers' dollars by supplementing its budget with available grant funding. BellTower understands that North Bay Village is a full-service community dedicated to seeking funding opportunities to protect against disasters, improve access to recreation, safeguard water resources, maintain public safety, and promote economic development.

BellTower maintains contracts or has worked with the following local governments in Florida:

- Town of Cutler Bay
- Miami Shores Village
- City of Miami Springs
- City of Hallandale Beach
- City of North Miami Beach
- City of North Las Vegas Police Dept.
- City of Cape Coral
- City of Florida City
- City of South Miami
- City of North Miami
- Town of Miami Lakes
- City of Plantation
- Miami-Dade County Pubilc Housing

BellTower's Projects In the News (Click Links to View Articles)

BellTower Secures over $20.8 Million in Rebuild Florida Grant Awards for Clients

Hallandale Beach Receives $14,879,219: The City Will Use The Monies For Sewer System Modernization (southfloridasuntimes.com)

Governor Ron DeSantis Announces First Ever Statewide Flooding Resilience Plan

Media - BellTower Consulting Group (belltowergroup.org)

Approach to Providing Requested Services

BellTower excels in obtaining funding for municipal services and capital investments like those sought by North Bay Village. BellTower regularly works with various municipal departments to research and write grants. No project is too big or too small; grant awards have ranged from a $1,000 small police equipment purchase to a transformative $14,879,219 award for sewer system modernization. BellTower works with our clients to identify their funding priorities and tracks federal, state, local, and private funding to meet these needs. In tracking new federal funding, such as the Bipartisan Infrastructure Law, we recognize small and medium-sized cities' challenges in securing these dollars. To ensure that our cities have every opportunity to benefit from these dollars, BellTower tracks the flow of BIL funding at the Federal, State, and Local levels. We then work with our client to develop a plan of action to increase the city's chances of winning the grant award.

Our proven approach to winning grants has resulted in funding awards in the following program areas:

- Rebuild Florida CDBG– Mitigation Program
- US Department of Environmental Protection Public Works Program
- Florida Department of Environmental Protection Parks and Recreation
- Florida Department of Environmental Protection Water Quality Grants
- Protecting Florida Together Water Quality Initiative
- Florida Department of Transportation– Complete Streets and Roadway Improvements
- Safe Routes to School
- US Department of Transportation Safe Streets for All (BIL Funding)
- US Department of Justice (Accreditation, Smart Policing, Body Worn Cameras)
- Hazard Mitigation Grant Program
- Florida Department of State Library Funding
- National Fish and Wildlife– Resiliency and Sustainability
- South Florida Water Management District
- Florida Department of Commerce– Economic Development
- Florida Department of Emergency Management– Flood Mitigation Planning
- Energy Conservation, Efficiency, and Sustainability Initiative
- Programs for Youth and Older Adults
- Florida Communities Trust – Land Acquisition

BELLTOWER
GRANT WRITING & BEYOND

Qualifications & Experience of Key Personnel



LaKeesha K. Morris-Moreau, MSW, GPC | President/CEO

Education: Master of Social Work, Florida International University, Bachelor of Science in Psychology, Jackson State University, All-American Scholar

Overview: LaKeesha has a solid background in securing government and foundation grants from proposal research and development to reporting on compliance and fiscal management. She founded BellTower in 2009 and has led the organization to secure $150 million - and counting - for municipalities and non-profit organizations throughout Florida. In 2016, LaKeesha earned the Grant Professional Certified (GPC) credential from the highly regarded Grant Professional Certification Institute. The GPC is the only professional credential for individuals in the grants field to be recognized by the National Commission for Certifying Agencies. LaKeesha now sits on the National GPCI Board of Directors as the GPC Exam Administration Chair.

Experienced and Proficient in:

- Grant Research, Analysis, and Writing
- Support with Legislative Appropriation Requests
- Strategic Planning
- Policy Development and Contract Compliance
- Best Practices in Program Development
- Quality Assurance Monitoring
- Grant Management
- Training in Grant Writing and Management
- Technical Assistance and Grant Coaching



Melissa Albury | Grants Manager

Education: Bachelor of Business Administration, Florida International University

Overview: Melissa has over 30 years of experience assisting businesses in program management and identifying opportunities to increase efficiency. Melissa is well versed in facilitating federal contracts for private for-profit businesses and local governments. Melissa assists the grant administration team in managing the post-award lifecycle, facilitating contract execution, organizing required documents, grant reporting, and ensuring that the entire team meets project deadlines.

Experienced and Proficient in:

- Project Management
- Cultivating productive relationships with clients and external partners
- Outstanding Communication Skills
- Customer Support & Satisfaction
- Collaborating effectively across all organizational levels
- Capable of building and leading cross-functional teams
- Problem-solving skills and Leadership

BELLTOWER
GRANT WRITING & BEYOND

Qualifications & Experience of Key Personnel



Eric Miller | Grant Writer

Education: Juris Doctor - Florida State College of Law, BS, Economics | BB, Finance - University of Miami

Overview: Eric is an Innovative professional with extensive experience serving in leadership roles at community development focused organizations in both the public and private sectors. He is highly organized and capable of successfully managing a large volume of projects simultaneously in a fast-paced environment. Eric has well-developed interpersonal skills, is adept at building and managing productive relationships, and communicates persuasively over written and verbal mediums. He is self-driven with a creative approach to problem-solving, allowing him to execute leadership directives with minimal supervision in independent and collaborative settings to maximize organizational performance.

Experienced and Proficient in:

- Contract Negotiation and Drafting
- Grant Research and Writing
- Legal Research & Legislative Support
- Risk Mitigation and Liability Management
- Procurement and Contractor Oversight
- Partnership and Resource Development



Sarah Keane | Grant Writer

Education: Bachelors of Arts in English, University of Saint Joseph

Overview: Sarah studied English and has a history of composing grants for educational institutions and local governments, She brings clear and persuasive writing skills to the work environment. Her strong research and analytical skills enable her to utilize data to tell clients' stories in a manner that is relatable. She stays abreast of funding opportunities by preparing BellTower's monthly grant alert newsletter and helping clients find a perfect match.

Experienced and Proficient in:

- Grant Writing
- Analytical and Research Skills
- Maintaining Funding Database
- Proficient in Microsoft Office Suite



Monica Haynes, PMP | Grant Writer

Education: Masters of Business Administration - University of Minnesota
Bachelor of Science, Engineering Management - University of Missouri

Overview: Monica is a results-focus, adaptable grant writer with proven success in writing grants and securing funds, through strategic planning, research, and focused coordination. With a background in engineering, she brings a unique blend of business and technical mastery to plan and execute proposals.

Experienced and Proficient in:

- Grant Writing and Management
- Project Management
- Board Training
- Team Leadership

BELLTOWER
GRANT WRITING & BEYOND

Qualifications & Experience of Key Personnel



Regina Sandilands | Project Administrator

Education: MS Business Management - Saint Thomas University, BA Public Administration - Saint Thomas University, Supervisory Certification Program - Miami-Dade County

Overview: Regina has over 20 years of experience in special project administration and diversity workforce development. Regina is recognized for creating, developing, and executing Workforce Programs, Small Business Programs, Policy Development, Guidelines and Procedures, and Administrative Organization. She aids the team in ensuring federal compliance, particularly on contracts with Section 3, Davis-Bacon, or special procurement regulations. Regina excels in working with governmental entities to develop and execute programs that foster economic growth. She is experienced in developing and implementing employment opportunity plans for small businesses, minority or women-owned businesses, and disadvantaged businesses. Her extensive knowledge base, years of experience, and commitment to empowering small and minority businesses make her an asset to clients and the greater community.

Experienced and Proficient in:

- Project Management
- Creating, developing, and executing various programs
- Systems implementation
- Implementing diversity and inclusion programs



Marvie Estremera | Technical Support | Grant Coordinator

Education: Bachelors of Communication Arts in Audio Visual Communication - Bicol University

Overview: Marvie has over 12 years of experience specializing in creating efficient systems and Standard Operating Procedures that ensure smooth daily operations. She excels in executing ideas and visions efficiently and effectively. She works closely with the team to elevate the organization's efficiency by handling project management tasks, file management, and grant reporting.

Experienced and Proficient in:

- Technical Skills
- Analytical Skills
- Research Skills
- Grant Reporting
- Maintaining project management system
- File Management

Operational Plan

BellTower seeks to become an extension of the Village's team. When onboarding a new client, the grant writer assigned to the Village's first action step is to become familiar with the Village's website. This includes becoming familiar with the Village's Council and key staff members, existing grant resources, demographics, capital improvement projects, and available Master Plans (i.e., Multimodal Transportation Plan, Comprehensive Plan, Floodplain Plan, Parks and Recreation Master Plan, etc.). We believe that doing our homework improves efficiency during the grant writing process. BellTower's **Three-Step Framework** helps our clients navigate the full grant lifecycle.

I. Plan

BellTower Consulting Group will schedule a kick-off meeting with key members of the Village's team. Your grant consultant uses this time to assess grant readiness. This phase includes identifying project priorities and status (shovel-ready projects, design phase projects, and matching funds availability). Within the first 30 days of service, BellTower will provide the designated Village staff member with a **grant calendar or funding needs analysis** aligned with the Village's project priorities and Capital Improvement Plan. The grant calendar will include a list of grant opportunities, funding levels, eligible projects, and a timeline for submittal. The Village is asked to review the grant calendar and determine which opportunities to pursue in the current fiscal year based on the project completion timeline and the funding source's scoring rubric.

The Village's grant calendar is a living document updated regularly as new opportunities are released, due dates are finalized, and priorities shift. When a grant on the grant calendar is released, a summary of the RFP will be submitted to the Village (appropriate Department head) via e-mail. BellTower will also bring to the Village's attention any details to consider before agreeing to move forward with proposal development. This might include public involvement requirements, letters of support/approval from the County or state agencies, requirements for council approval, and scoring criteria.

Grant Research Strategies: BellTower uses multiple open-source and subscription-based grant research tools such as eCivis, GrantFinder, Grants.gov, and GrantStation.com. BellTower also maintains a database of grant opportunities based on our many years of experience in the grant writing field. BellTower uses this data to publish a monthly "Grants for Cities" e-newsletter with grant opportunities curated based on identified funding priorities. Additionally, the Grant Writing Team meets each Friday to discuss grant opportunities that align with our client's needs.

Another key part of Grant Research is understanding how the Village's projects align with regional and national goals and objectives. BellTower reviews strategic plans developed at the county, state, and federal levels to demonstrate project alignment and strengthen the Village's proposals. This research helps to identify opportunities for partnership and other pass-through grants.

When a grant is released at the federal level, the state might set a deadline earlier than the one advertised by the federal government or common grant databases such as those mentioned above. BellTower follows key state agencies to receive notifications directly and avoid missed opportunities to apply for pass-through funding.

An example template of a Grant Calendar for planning purposes:

Month to pursue	Funder	Project	Request Amount	Match	Due Date	Action / Notes
January	FDEP-LWCF	New City Park	$1.5 Million	$1$1	3/15/24	Requires public involvement phase; Requires Proof of Site Control

II. Create

The grant writing phase results in BellTower delivering grant proposals in compliant formats to the Village for submittal. BellTower's strategy for grant writing includes the following:

1. Project Kick-Off: Once the Village "green lights" an RFP, BellTower will host a kick-off meeting to interview the key people involved. BellTower will collect any documents from the Village to understand the project fully. BellTower will also attend bidder's conferences (if available) and contact funders to clarify any questions about the grant submission process. BellTower will provide the Village with a checklist of application-specific items needed to complete the application and a timeline for project completion.

2. Write and Submit 1st Draft: BellTower will write the grant application following the specified RFP requirements. Additionally, BellTower will identify opportunities for interagency collaboration, draft public notices, draft support letters, develop grant-related resolutions and agenda items, and prepare PowerPoint presentations or other documents needed to complete the application process. Once the first draft of the grant application and supporting documents are completed, they are submitted to the Village for review and approval. BellTower will make any requested edits until the grant is approved by the Village and ready for submission.

3. Submit Application to Funder: BellTower collates and labels all grant documents based on the funding agency's packaging requirements. It is the Village's responsibility to secure the necessary signatures. The Village submits the grant application to the funding agency with BellTower's guidance. Alternatively, the Village may give BellTower access to apply on behalf of the Village. A copy of the application package in its entirety, along with proof of submittal, is provided to the Village for its records.

4. Follow-up: Sometimes, the funding agency will request additional information related to the grant application. These requests will go directly to the Village. BellTower will provide technical assistance in responding to these requests. In addition, BellTower will track the status of the application until a funding decision is made.

III. Manage (Optional)

The Grant Management and Administration Services phase results in BellTower ensuring that the Village complies with post-award reporting requirements. BellTower is available to provide on-demand technical assistance and staff training to ensure that the project implementation team can complete the project and draw down 100% of eligible expenses resulting from the grant award. Here is an overview of BellTower's approach to developing a successful grant management program.

1. Contract Execution: BellTower will support Village Staff by completing the necessary documents (work plan, budget, attestation forms, match commitment forms, etc.) to allow the Funding Agency to develop the contract agreement. BellTower can also prepare the Management Letter/Memo and Resolution to authorize the Village Manager to accept the grant award and enter into a contract agreement.

2. Project Orientation: BellTower aims to ensure that the Village is supported in complying with the responsibilities listed in its grant contracts and well prepared for the annual fiscal audits. BellTower conducts a project orientation to ensure the entire team is aware of key elements of the contract, project deliverables, project timelines, and documentation requirements.

If necessary, BellTower will assist the Village in developing a Grant Management Manual or updating its policies and procedures to comply with state or federal regulations. For example, the Grants Management Manual might include a fiscal compliance checklist, public notice templates, Section 3 compliance, ADA Compliance, Limited English Proficiency, Equal Employment Opportunity, Conflict of Interest, and Contractor Oversight. BellTower is also available to assist the engineering team and key personnel in developing bid documents that comply with state or federal regulations—understanding that funding guidelines flow to the Village's contractors and subcontractors. In addition, BellTower will work with the engineering team and key personnel to ensure that all contractors comply with the policies and procedures outlined in the bidding documents.

This task will be accomplished by any combination of strategies, such as providing an overview of compliance requirements during the kick-off meeting with vendor(s), developing checklists to share with the project team, and periodically conducting administrative monitoring of the vendors for compliance. All contractors and subcontractors must know the contract requirements to protect the Village from having its grant reimbursement requests denied due to non-compliance.

BellTower will attend any necessary meetings and work proactively with key personnel to ensure the team knows the data needed to complete progress reports, staffing reports, fiscal reports, and reimbursement requests. This information will be collected from key personnel regularly and compiled to complete the appropriate report forms. The completed report and backup documentation will be provided to the Village's project lead for submission to the funding agency.

3. Grant Closeout: BellTower will facilitate the closeout reporting process once the project is completed. This task includes compiling all deliverables identified in the Grant Agreement, collecting invoices and proof of payment, the Engineer's Certification, photographs of the project, and other documents that were asked for. The completed closeout package will be submitted to the Village's project lead for review, and once all authorized representatives approve it, it will be submitted to the funding agency. Finally, BellTower will provide the Village with a project folder containing all reports and documents prepared on behalf of the Village. The Village shall maintain all documents for five (5) years of project closeout or as indicated in each grant agreement.

Grant Management Dashboard

Our approach to **records management is tailored to meet the needs of our clients.** BellTower has created a customized grant dashboard for our clients. It provides an easily accessible way for clients to keep track of grant-funded projects. The Village's dashboard will be branded with its logo and color scheme. BellTower will work with the Village to identify any additional data tracking that needs to be added to the dashboard. The benefit of BellTower's system is that clients do not need to log in to a system to navigate the portal and find the documents needed. The dashboard provides an easy-to-navigate snapshot of all grant-related activities and post-award reporting. From the dashboard, the Village will see the status of grant awards for each department, including the project work plan and timeline and how much money has been awarded vs. reimbursed to the Village.

The Village will have access to the software system to view its dashboard anytime. In addition to the dashboard, the project management tool serves as a repository for grant applications, contract agreements, and reports. During the grant management phase, BellTower communicates with the Village directly from the software system. The benefit of this is that all communications related to a particular grant project are maintained in the system, eliminating lost emails. The Village can use this customized dashboard for all its grant projects, even if BellTower is not writing or administering it. Click the link to view a brief demonstration of the Customized Grant Dashboard.

BellTower is accustomed to working with our clients' lobbyists to complete legislative appropriation requests and to advocate for approval of the Village's grant applications. Additionally, we realize the valuable role that our clients' in-house or contracted engineering teams play in the success of infrastructure projects. We work with this team to develop grant-related technical reports and data. We are well-versed in securing funding for public infrastructure and grants for the police department, social services, special events, transportation services, and more.

Finally, clients turned to us to assist in recovery efforts related to natural and medical disasters. BellTower assists clients in navigating the emergency expense reimbursement process and ARPA reporting. We live in unprecedented times with millions of dollars flowing from the federal government, and cities are tasked with quickly developing new programs and fast-tracking eligible projects. To add another layer of difficulty, rules, regulations, and allowable expenses are subject to change as state and federal priorities shift. BellTower's team consistently reviews the appropriate websites for new directives and attends workshops to remain updated on new developments.

Sample of Grant Successes (5-year)

	Project Name	Fiscal Year of Award	Funder	Award Amount	Brief Scope of Work
1	Hallandale Beach Sewer System Modernization	FY2021-2022	Florida Department of Economic Opportunity (FDEO)	$14,879,219	Writing and Management
2	North Miami Beach Water Distribution and Transmission System Improvements	FY2021-2022	Florida Department of Economic Opportunity (FDEO)	$11,700,000	Writing
3	North Bay Village 4337-279-R - Utility Undergrounding	FY2019-2020	Florida Department of Emergency Management (FDEM)	$11,000,047	Writing and Management
4	Hallandale Beach Water Resiliency Project	FY2021-2022	Florida Department of Economic Opportunity (FDEO)	$8,237,600	Writing and Management
5	North Miami Beach Sewer Collection System Improvements and Resiliency Project	FY2021-2022	Florida Department of Economic Opportunity (FDEO)	$6,000,000	Writing
6	North Bay Village Coastal Resiliency Project-Island Walk Seawall	FY2022-2023	Florida Department of Environmental Protection (FDEP)	$3,000,000	Writing and Management
7	Hallandale Beach Lift Station 8 and Force Main Rehabilitation Project	FY2018-2019	Economic Development Administration (EDA)	$2,813,471	Writing and Management

	Project Name	Fiscal Year of Award	Funder	Award Amount	Brief Scope of Work
8	North Miami Septic to Sewer Conversion	FY2022-2023	Florida Department of Environmental Protection (FDEP)	$2,300,000	Writing
9	Miami Springs Water Quality Improvements to C-6 Miami Canal-East Drive and Oakwood Drive Drainage Improvements	FY2023-2024	Florida Department of Environmental Protection (FDEP)	$2,000,000	Writing
10	Miami Shores Bayfront Park Seawall Elevation Project	FY2022-2023	Florida Department of Environmental Protection (FDEP)	$1,000,000	Writing
11	Miami Springs City-wide Sidewalk Connectivity Phase I Project	FY2022-2023	Florida Department of Transportation (FDOT)	$1,000,000	Writing
12	South Miami Sunset Drive Traffic Calming and Beautification	FY2022-2023	Florida Department of Transportation (FDOT)	$800,000	Writing
13	North Bay Village Civic Pocket Park on East Drive	FY2021-2022	Florida Department of Environmental Protection (FDEP)	$850,000	Writing and Management
14	Town of Cutler Bay SW 82nd Avenue Roadway Improvements	FY2022-2023	Florida Department of Transportation (FDOT)	$800,000	Writing and Management

	Project Name	Fiscal Year of Award	Funder	Award Amount	Brief Scope of Work
15	Cutler Bay Canal Bank Restoration Floodplain Management Project	FY2022-2023	Florida Department of Environmental Protection (FDEP)	$750,000	Writing and Management
16	Cutler Bay Bufferland Wetland Restoration and Water Quality Improvement Project	FY2023-2024	Florida Department of Environmental Protection (FDEP)	$700,000	Writing and Management
17	Cutler Bay Saga Bay 1.7 Sub-Basin Water Quality Improvement Project	FY2019-2020	Florida Department of Environmental Protection (FDEP)	$600,000	Writing and Management
18	C2108 North Bay Village Stormwater Pump Station	FY2022-2023	Florida Department of Environmental Protection (FDEP)	$600,000	Writing and Management
19	LPA0346 North Bay Village Wastewater Pump Station Improvements Project	FY2022-2023	Florida Department of Environmental Protection (FDEP)	$500,000	Writing and Management
20	Hallandale Beach Public Safety Program Phase II	FY2021-2022	U.S. Department of Justice	$500,000	Writing and Management
21	Miami Shores Village 93rd Street Pump Station Mitigation	FY2022-2023	Florida Department of Environmental Protection (FDEP)	$400,000	Writing

Demonstrated Knowledge & Resources

	Project Name	Fiscal Year of Award	Funder	Award Amount	Brief Scope of Work
22	Town of Cutler Bay SW 200th Street and SW 103rd Avenue Traffic Roundabout	FY2022-2023	Florida Department of Transportation (FDOT)	$362,500	Writing and Management
23	Indiantown Emergency Shelter Renovations	FY2020-2021	Florida Department of Economic Opportunity (FDEO)	$350,000	Writing
24	Miami Lakes Comprehensive Vision Zero Safety Action Plan	FY2023-2024	Florida Department of Transportation (FDOT)	$304,000	Writing
25	Miami Shores Drainage Improvement NE 8th Avenue Between 91st and 93rd Street	FY2021-2022	Florida Department of Environmental Protection (FDEP)	$300,000	Writing
26	North Miami Vision Zero Safety Action Plan	FY2023-2024	Florida Department of Transportation (FDOT)	$271,840	Writing
27	Cutler Bay Bufferland Restoration Project	FY2022-2023	Florida Department of Environmental Protection (FDEP)	$250,000	Writing and Management
28	North Bay Village Kennedy Causeway Complete Streets Project	FY2020-2021	Florida Department of Transportation (FDOT)	$232,010	Writing and Management

Demonstrated Knowledge & Resources

	Project Name	Fiscal Year of Award	Funder	Award Amount	Brief Scope of Work
28	LPA0031 - North Bay Village Stormwater Pump Station	FY2020-2021	Florida Department of Environmental Protection (FDEP)	$200,000	Writing and Management
29	Cutler Bay Transit Expansion Project	FY2021-2022	Florida Department of Transportation (FDOT)	$195,000	Writing and Management
30	North Miami Watershed Planning Grant	FY2022-2023	Florida Department of Emergency Management (FDEM)	$150,000	Writing

Total: $73,045,687

Prior Experience and References

BellTower currently has contracts with the following municipalities. BellTower provides grant research, grant writing, grant management, and staff coaching/technical assistance.

Client	Point of Contact Name and Title	Email
Town of Cutler Bay 10720 Caribbean Blvd. Suite 105 Cutler Bay, FL 33189 (305) 234-4262	Ralph Casals Town Manager	rcasals@cutlerbay-fl.gov
Miami Shores Village 10050 NE 2nd Ave Miami Shores, FL 33138 (305) 762-4851	Lisa Keeley Grants & Special Projects Manager	keeleye@msvfl.gov
Town of Miami Lakes 6601 Main Street Miami Lakes, FL 33014 (305)-364-6100 ext. 1225	Renee Wilson Grants & Governmental Affairs Manager	wilsonr@miamilakes-fl.gov

BellTower's Pricing Structure

BellTower understands that North Bay Village seeks to select and contract with one or more Consultants to provide grant writing and support services. BellTower also offers monthly retainer packages starting at $4,000 for grant research and writing. In many cases, BellTower has become the Village's grants department. This retainer model is ideal for municipalities that do not have a dedicated staff member to monitor the grant lifecycle. BellTower is willing to prepare a monthly retainer package for grant writing only, grant writing and administration, or grant administration only. BellTower's cost proposal included in this grant package is based solely on an hourly rate. BellTower does not bill our clients based on a percentage of the grant amount.

Grant Type	Hourly Rate	Average # of Hours	Avg. Total
Federal Grant	$224.00	50	$11,200
State Grant	$224.00	30	$6,720
Local/Foundation Grant	$224.00	25	$5,600
Letter of Intent	$224.00	15	$3,360

Additional Rates:

- Rush orders are those in which a first draft is needed within one (1) week for State and Local Grants and two weeks for Federal Grants. A 50% rush fee will be added to the hourly rate.
- Minimum and Not-to-Exceed Rate: The minimum rate is $2,240, and the not-to-exceed rate is generally $15,000. The Village will receive a written cost estimate for each project prior to commencement.
- Hourly rate for Grant Administration/Post Award Management is $150/Hour
- Hourly rate for Staff Training or Grant Award Kick-Off Meetings is $224.00/Hour (virtual)
- Daily Rate for in-person training is $2,240 per trainer (rate includes travel and lodging)

ITEM NO. 11.F

North Bay Village
Recommendation Memorandum

DATE: October 1, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: A Resolution Approving First Amendment to Contract with TFR Enterprises for Disaster Debris Removal - Interim Village Manager Frank Rollason

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RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE DISASTER DEBRIS REMOVAL CONTRACT WITH T.F.R. ENTERPRISES, INC.; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve an amendment to the disaster debris removal contract to provide for month-to-month renewals during the solicitation process.

BACKGROUND AND ANALYSIS

On July 10, 2018, the Village Commission adopted Resolution No. 2018-52, awarding a contract for disaster and debris management services (the "Services") to T.F.R. Enterprises, Inc. (the "Contractor") pursuant to RFP No. 2018-003. The initial term of the Agreement was three (3) years from October 11, 2018, through October 11, 2024, with three (3) additional one (1) year renewals. The Services are required in the event of a declared disaster or emergency event, such as a hurricane or tropical cyclone event. The Village is in the process of competitively procuring a new contract for the Services but requires the Services during the pendency of the procurement.

The Village wishes to amend the term of the Agreement on a month-to-month basis to allow the Contractor to perform the Services until a successor contractor is selected through the

solicitation process.

It is recommended that the Village Commission approve the amendment to the disaster debris removal contract to provide for month-to-month renewals during the solicitation process.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution - TFR Enterprises For Disaster Debris Removal.DOCX
First Amendment -TFR Enterprises- Disaster Debris Removal .DOCX
Disaster Debris Removal - TFR Enterprises Inc 2018.pdf
Renewal thru 10.18.24.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE DISASTER DEBRIS REMOVAL CONTRACT WITH T.F.R. ENTERPRISES, INC.; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 10, 2018, the North Bay Village ("Village") Commission adopted Resolution No. 2018-52, awarding a contract for disaster and debris management services (the "Services") to T.F.R. Enterprises, Inc. (the "Contractor") pursuant to RFP No. 2018-003; and

WHEREAS, the initial term of the Agreement was three (3) years from October 11, 2018, through October 11, 2024, with three (3) additional one (1) year renewals; and

WHEREAS, the Services are required in the event of a declared disaster or emergency event, such as a hurricane or tropical cyclone event; and

WHEREAS, the Village is in the process of competitively procuring a new contract for the Services, but requires the Services during the pendency of the procurement; and

WHEREAS, the Village Commission desires to approve a First Amendment to the Agreement (the "First Amendment") in substantially the form attached hereto as Exhibit "A" to extend the term of the Agreement on a month-to-month basis during the pendency of the procurement; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. The Village Commission approves the First Amendment to the Agreement with the Consultant.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the First Amendment to the Agreement with the Consultant

in substantially the form attached hereto as Exhibit "A," subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

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

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this 1st day of October, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

FIRST AMENDMENT TO
DISASTER DEBRIS REMOVAL CONTRACT
BETWEEN
NORTH BAY VILLAGE
AND
T.F.R. ENTERPRISES, INC.

THIS FIRST AMENDMENT to the **DISASTER DEBRIS REMOVAL CONTRACT** (the "First Amendment") is entered into as of the ____ day of _____, 2024 (the "Effective Date of First Amendment"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **T.F.R. ENTERPRISES, INC.**, a Texas Profit Corporation authorized to do business in Florida (hereinafter, the "Contractor"). Collectively, the Village and the Contractor are referred to as "Parties."

WHEREAS, on July 10, 2018, the Village Commission adopted Resolution No. 2018-52, awarding a contract for disaster and debris management services (the "Services") to T.F.R. Enterprises, Inc. (the "Contractor") pursuant to RFP No. 2018-003; and

WHEREAS, the initial term of the Agreement was three (3) years from October 11, 2018, through October 11, 2024, with three (3) additional one (1) year renewals; and

WHEREAS, the Services are required in the event of a declared disaster or emergency event, such as a hurricane or tropical cyclone event; and

WHEREAS, the Village is in the process of competitively procuring a new contract for the Services, but requires the Services during the pendency of the procurement; and

WHEREAS, the Village wishes to amend the term of the Agreement on a month-to-month basis; and

WHEREAS, the Village and Contractor wish to modify the terms of the Agreement in accordance with the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Village and Contractor agree as follows: [1]

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.

2. **Amendment of Paragraph 2 of the Agreement.** Paragraph 2 of the Agreement is amended as follows:

> 2. Term of Contract. The term of the Contract for Services shall be thirty (36) months from date of award. The Village shall have three (3) one (1)

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

year renewal options and shall take effect on the date (the "Effective Date") of its execution by the VILLAGE Manager or his designee. Beginning October 12, 2024, this Agreement shall automatically renew on a month-to-month on the same terms as set forth herein until the Village Manager provides written notice of termination.

3. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.

4. **Agreement Ratified**. Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

5. **Defined Terms**. All initial capitalized terms used in this First Amendment but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

6. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this First Amendment shall have the same force and effect as an original hereof.

[Remainder of page intentionally left blank. Signature pages follow.]

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

NORTH BAY VILLAGE

By: _____
Frank Rollason
Interim Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
North Bay Village
Attn: Frank Rollason
Interim Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
VillageManager@nbvillage.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
hsera@wsh-law.com (email)

T.F.R. ENTERPRISES, INC.

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:

_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:

_____
_____
_____
_____
_____(telephone)
_____(email)

DISASTER DEBRIS REMOVAL CONTRACT

THIS CONTRACT is made and entered this the 11th day of October 2018, by and between **North Bay VILLAGE**, a political subdivision of the State of Florida, (hereinafter referred to as the " VILLAGE") and **TFR Enterprises, Inc**, a corporation duly authorized to do business in the State of Florida, (Hereinafter referred to as ("CONTRACTOR").

WHEREAS, the Village desires to retain the services of a competent and qualified CONTRACTOR to provide disaster debris removal services; and

WHEREAS, the Village solicited for these CONTRACTOR services through an advertised request for proposal and received responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the VILLAGE intends to engage the CONTRACTOR to provide disaster debris removal services;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the VILLAGE and CONTRACTOR hereby agree, as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in North Bay VILLAGE's Request for Proposal No. 2018-003 regarding debris removal. **Work will commence only upon a VILLAGE issued Notice to Proceed.** "Exhibit 1" (TFR Enterprises, Inc.'s price proposal to the VILLAGE's RFP) and the Request for Proposal are hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance. Work of this contract shall be completed within thirty (30) calendar days of the date of the Notice to Proceed.

1.1 CONTACTOR acknowledges that the VILLAGE may engage a secondary or tertiary vendor to provide the services described in the VILLAGE'S RFP and that the VILLAGE will only authorize the CONTRACTOR to perform the services for the VILLAGE when the VILLAGE determines in its sole and absolute discretion to do so.

2. **TERM OF CONTRACT**. The term of the Contract for Services shall be thirty (36) months from date of award. The Village shall have three (3) one (1) year renewal options and shall take effect on the date (the "Effective Date") of its execution by the VILLAGE Manger or his designee.

3. **PAYMENT TO CONTRACTOR**. CONTRACTOR shall submit invoices to the VILLAGE weekly and shall receive from the VILLAGE the amounts set forth in "Exhibit 1" ("Compensation Schedule") being the applicable unity prices multiplied by those quantities agreed to by the VILLAGE's appointed Debris Monitor. The Compensation Schedule identifies all the equipment, labor and other cost classifications for the Services the Contractor will perform pursuant to this Contract and the associated amounts the VILLAGE will pay the Contractor for the differing types of Services performed. The VILLAGE is not obligated to pay the Contractor a fee for any work performed or Services provided that is not listed on the Compensation Schedule.

3.1 All CONTRACTOR'S invoices for payment must reference this Contract and must be submitted using a form approved by the VILLAGE.

3.2. The CONTRACTOR shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to the VILLAGE at the address provided herein. The CONTRACTOR will clearly state "Final Invoice" on the Contractor's final/last billing for the Services rendered to the VILLAGE for each disaster or emergency event project. The CONTRACTOR'S submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the VILLAGE. The account for each disaster or emergency event project will be closed upon the VILLAGE's receipt of a Final Invoice. The CONTRACTOR hereby waives any charges not properly included in its Final Invoice for a disaster or emergency event project.

3.3. The VILLAGE's payment of the Final Invoice shall not constitute evidence of the VILLAGE'S acceptance of the Contractor's performance of the Services or the County's acceptance of any work.

3.4. The CONTRACTOR'S project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of all charges and requested reimbursements stated in each invoice.

3.5 The VILLAGE will withhold retainage in an amount equal to ten percent (10%) of the amount due and owing the CONTRACTOR pursuant to each approved invoice for payment submitted to the County. The retainage shall be released to the CONTRACTOR when all the CONTRACTOR'S work for a particular disaster or emergency event project has been completed and approved by the VILLAGE.

3.6. The VILLAGE agrees to pay CONTRACTOR at the rates specified in "Exhibit 1" for Services performed to the satisfaction of the VILLAGE, in accordance with this Contract. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to the VILLAGE by the end of each week during which Services are performed. A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by the VILLAGE.

4. **INDEPENDENT CONTRACTOR.** VILLAGE and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of the VILLAGE for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For Purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. CONTRACTOR'S RESPONSIBILITES. The CONTRACTOR shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Contract. The VILLAGE'S review, approval, acceptance, or payment for any of the CONTRACTOR'S Services shall not be construed to: (i) operate as a waiver of any rights of the VILLAGE possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the CONTRACTOR'S performance or nonperformance of this Contract. The CONTRACTOR shall be and will always remain liable to the VILLAGE in accordance with applicable law for any and all damages to the VILLAGE caused by the

CONTRACTOR'S negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Contract.

5. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the VILLAGE and its officials, agents and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration (arising out of or resulting from CONTRACTOR'S performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

   CONTRACTOR shall purchase and submit to the VILLAGE both a payment bond and a performance bond for the work being performed.

   In addition, CONTRACTOR shall comply with Florida Workers' Compensation laws and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by law. CONTRACTOR shall also maintain Employers' Liability insurance limits of not less than $1,000,000 per accident and $1,000,000 each employee for injury or disease. CONTRACTOR shall name the VILLAGE as an additional insured on all insurance policies.

   Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

   $1,000,000 per occurrence / $2,000,000 aggregate – Bodily Injury Liability, and
   $1,000,000 – per occurrence / $1,000,000 annual aggregate – Commercial General Liabilty
   $100,000 – Property Damage Liability, or
   $1,000,000 per occurrence / $2,000,000 aggregate – Combined Single Limit Bodily Injury and Property Damage

   The CONTRACTOR shall maintain during the life of this contract automobile/vehicle liability insurance. Such coverage shall be written on a comprehensive form covering owned, non-owned and leased vehicles. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of $1,000,000.

   CONTRACTOR, upon execution of this Contract, shall furnish to the VILLAGE a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintain adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of Florida. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in Florida. The CONTRACTOR shall at all times comply with the terms of such insurance policies, except as they may conflict with existing Florida laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR'S liability and obligations under the Contract.

6. **HEALTH AND SAFETY**. CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required by OSHA and all other regulatory

agencies while providing Services under this Contract. Contractor shall assign a safety officer to the project for the duration of the contract.

7. **NON-DISCRIMINATION IN EMPLOYMENT**. CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law, or this provision, this Contract may be canceled, terminated, or suspended in whole or in party by the VILLAGE, and CONTRACTOR may be declared ineligible for further VILLAGE contracts.

8. **SUB-CONTRACTING**. CONTRACTOR shall not discriminate against any potential sub-contractor because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that historically underutilized businesses, women owned businesses, and minority owned businesses are given a chance to provide sub-contracting work under this contract. Additionally, all sub-contractors shall be treated fairly and legally with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by the VILLAGE, and CONTRACTOR may be declared ineligible for further VILLAGE contracts. CONTRACTOR is allowed to sub-contract a portion of the work performed under this contract. However, CONTRACTOR must first obtain the VILLAGE'S consent prior to hiring a sub-contractor.

9. **GOVERNING LAW**. This Contract shall be governed by and in accordance with the laws of the State of Florida. All actions relating in any way to this Contract shall be brought in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. The prevailing party in any lawsuit arising under this Contract shall be entitled its reasonable attorney's fees and costs.

10. **TERMINATION OF CONTRACT**. This Contract may be terminated, without cause, by either party at any time upon giving thirty (30) days written notice to the other party. This termination notice period shall start upon mailing of the notice of termination via certified mail ("Notice"). Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

    This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

    Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

    10.1. Upon receipt of the VILLAGE'S Notice, the CONTRACTOR shall:

        10.1.1. Immediately discontinue all affected Services unless the Notice directs otherwise, and

10.1.2. Deliver to the VILLAGE all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONTRACTOR in performing the Contract, which is completed or in process.

10.1.3. Unless in dispute or subject to the VILLAGE'S right of set-off or other remedy, the CONTRACTOR shall be paid for Services actually rendered to the date of termination.

11. **SUCCESSORS AND ASSIGNS**. CONTRACTOR shall not assign its interest in this Contract without the written consent of VILLAGE. CONTRACTOR has no authority to enter into contracts on behalf of VILLAGE.

12. **COMPLIANCE WITH LAWS**. CONTRACTOR represents that it is in compliance with all federal, state, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all federal, state, or local laws.

13. **NOTICES**. All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

North Bay Village
Attention: Lewis Velken, Interim Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

With Copy:
Law Office of Norman C. Powell
Attention: Norman C. Powell, Village Attorney
1666 J.F. Kennedy Causeway, Suite 300
North Bay Village, Florida 33141

TFR Enterprises, Inc
Attention: Tiffany Jean
601 Leander Drive
Leander, TX 78641
512-565-0710

14. **RECORDS RETENTION AND REVIEW**. The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them available to the VILLAGE for a period of seven (7) years following the receipt of final payment for the services referenced herein.

15. **AUDIT RIGHTS**. For all Services being provided hereunder, the VILLAGE shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

16. **VILLAGE NOT RESPONSIBLE FOR EXPENSES**. VILLAGE shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

17. **EQUIPMENT**. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing. CONTRACTOR must utilize mechanical equipment to load the debris and CONTRACTOR must reasonably compact debris into trucks and trailers in accordance with FEMA requirements and guidelines.

18. **ENTIRE CONTRACT**. This Contract, including "Exhibit 1", and the Request for Proposal, shall constitute the entire understanding between VILLAGE and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

19. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

20. **EXISTENCE**. CONTRACTOR warrants that it is a corporation duly organized, validly existing, and is duly qualified to do business in the State of Florida and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

21. **CORPORATE AUTHORITY**. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.

22. **WRITTEN NOTICE TO PROCEED**. The VILLAGE shall issue an official written Notice to Proceed for the services referenced in the contract. The notice shall be sent via facsimile followed by regular mail. Under no circumstances shall the VILLAGE be liable for any services rendered unless the written Notice to Proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written Notice to Proceed.

23. **AMENDMENTS**. This contract shall not be modified or otherwise amended except in writing signed by authorized personnel on behalf of both parties. All change orders shall be in writing. Oral changes are expressly prohibited and will not be recognized.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

CONTRACTOR	NORTH BAY VILLAGE, FLORIDA
BY: _____	By: _____
NAME: Tipton F. Rowland	NAME: Lewis Velken
TITLE: CEO	TITLE: Interim Village Manager

RFP # 2018-003
Disaster and Debris Management Services

1. PURPOSE

North Bay Village (Village) is seeking proposals from qualified firms, hereinafter referred to as the Contractor or Debris Management Contractor (DMC), to provide Disaster and Debris Management Services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP), RFP No. 2018-003.

The Village is seeking proposals to establish a pre-need, pre-event contract with a qualified and experienced emergency and debris management firm, herein after referred to as Contractor or Debris Management Contractor (DMC), to provide services to the Village during disaster or emergency events. Disasters include natural events such as hurricanes, tornadoes, windstorms, floods, and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. In the event of a disaster or emergency, the DMC shall service the Village first and be on-call to provide all support services necessary to insure the safety and well-being of all residents and visitors to the Village. DMC may also be called upon throughout the year to render services to assist the Village with special needs and events other than full-scale disasters, as determined by the Village Manager. The Village retains the right to obtain similar services from additional contractors.

Services may include, but not be limited to, large-scale debris removal, separation, storage, processing and disposal; managing and operating Temporary Debris Management Sites (TDMSs); demolition and demolition debris removal; solids and liquids handling and removal; hazardous waste handling; tree trimming, stump grinding and removal; marine salvage operations; waterway debris clearing; sand removal from roads, streets and rights-of-way; emergency berm construction; provision of ice, water and generators; project management assistance; and assistance with Federal and State reporting and reimbursement efforts.

The Village's expectation is that by hiring a professional Debris Management Contractor (DMC) to assist the Village in a disaster event, the Village is fully dependent and relying upon the professional expertise, training and experience of the DMC. The DMC shall be fully responsible to advise the Village on the do's and don'ts of the Stafford Act, Federal Emergency Management Administration (FEMA) procedures and/or other governmental regulatory agencies and insurance companies. DMC shall perform all work in compliance with such regulations, representing the Village to ensure maximum financial recovery.

DMC will work under the direction of the Village's Contract Manager. The Village Manager will issue the Notice to Proceed to start work and the notice to reduce resources and to end work. All payments under the contract resulting from this RFP shall be made only for services approved by the Contract Manager.

To be eligible for award of a contract in response to this RFP, the Proposer must demonstrate that it has successfully completed services, as specified in this solicitation and are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for North Bay Village.

RFP # 2018-093
Disaster and Debris Management Services

1. PURPOSE

North Bay Village (Village) is seeking proposals from qualified firms, hereinafter referred to as the Contractor or Debris Management Contractor (DMC), to provide Disaster and Debris Management Services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP), RFP No. 2018-093.

The Village is seeking proposals to establish a pre-need, pre-event contract with a qualified and experienced emergency and debris management firm, herein after referred to as Contractor or Debris Management Contractor (DMC), to provide services to the Village during disaster or emergency events. Disasters include natural events such as hurricanes, tornadoes, windstorms, floods, and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. In the event of a disaster or emergency, the DMC shall service the Village first and be on-call to provide all support services necessary to insure the safety and well-being of all residents and visitors to the Village. DMC may also be called upon throughout the year to render services to assist the Village with special needs and events other than full-scale disasters, as determined by the Village Manager. The Village retains the right to obtain similar services from additional contractors.

Services may include, but not be limited to, large-scale debris removal, separation, storage, processing and disposal; managing and operating Temporary Debris Management Sites (TDMSs); demolition and demolition debris removal; solids and liquids handling and removal; hazardous waste handling; tree trimming, stump grinding and removal; marine salvage operations; waterway debris clearing; sand removal from roads, streets and right-of-way; emergency berm construction, provision of ice, water and generators; project management assistance; and assistance with Federal and State reporting and reimbursement efforts.

The Village's expectation is that by hiring a professional Debris Management Contractor (DMC) to assist the Village *in a* disaster event, the Village is fully dependent and relying upon the professional experience, training and experience of the DMC. The DMC shall be fully responsible to advise the Village on the do's and don'ts of the Stafford Act, Federal Emergency Management Administration (FEMA) procedures and/or other governmental regulatory agencies and insurance companies. DMC shall perform all work in compliance with such regulations, representing the Village to ensure maximum financial recovery.

DMC will work under the direction of the Village's Contract Manager. The Village Manager will issue the Notice to Proceed to start work and the notice to reduce resources and to end work. All activities under the contract resulting from this RFP shall be made only for services approved by the Contract Manager.

To be eligible for award of a contract in response to this RFP, the Proposer must demonstrate that it has successfully completed services, as specified in this solicitation and are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for North Bay Village.

The selected firm must be experienced and knowledgeable in Federal Emergency Management Administration (FEMA) and Insurance reimbursement rules and procedures and must demonstrate such to the Village in its proposal and subsequent selection process presentations. The selected firm must also demonstrate experience and knowledge with state, local and federal environmental regulating and permitting agencies. The selected firm will be responsible for staying current with all FEMA and other agencies guidelines and regulations and will be responsible for advising the Village from beginning to end to ensure maximum financial recovery for the Village.

The Village shall issue a separate Request for Proposals, (RFP) for "Disaster/Debris Monitoring Services and Financial Recovery Assistance." The proposer (Consultant/Debris Monitor Consultant) for "Disaster/Debris Monitoring Services and Financial Recovery Assistance" shall not be employed or affiliated with the proposer (Contractor/Debris Management Contractor) for "Disaster and Debris Management Services." **Therefore, a proposer (including any employees or affiliated companies) can only submit a proposal for one of the two RFP's.**

2. BACKGROUND

North Bay Village is a Village Manager/Commission form of government. It serves an area of approximately 1.5 square miles with an estimated population of approximately 8,949. North Bay Village is a three-island community (interconnected by Kennedy Causeway) in Biscayne Bay and situated in northeast Dade County, between the cities of Miami and Miami Beach. As per the 20101 US Census North Bay Village has 3,264 households. The Village's fiscal year begins October 1 and ends September 30th. North Bay Village provides the following services to its residents:

- Law Enforcement including Dispatch Services
- Construction and maintenance of streets, sidewalks, storm drainage, and public parks
- Village planning, zoning, subdivision and building code regulation and enforcement
- Contracted Post Office facilities
- Tot Lot Playground
- Community Park
- Water, Sewer Storm Water, and Sanitation service
- Transportation Fund

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- Transportation Fund

North Bay Village was incorporated in 1945. Harbor Island and Treasure Islands were annexed several years later. Broadcast Key, also known as Cameo Island, was annexed in 1963. During its early years, North Bay Village was primarily a haven for winter residents. The Village became widely known for its popular restaurants and nightclubs, which attracted celebrities like Frank Sinatra and Judy Garland.

The majority of today's residents live here year-round. North Bay Village continues to be home to several of South Florida's most popular restaurants, as well as a variety of business enterprises, apartment buildings, condominiums and 394 single-family homes.

Located in the southeast region of the State, the Village may experience massive destruction from the impact of a hurricane landfall, violent storms spawning tornadoes, and other natural or manmade disasters or emergencies.

As a full-service community providing for the economic sustainability of business and residential life, efficient and effective recovery of debris is paramount following a disaster event. North Bay Village is a unique small community in the fact that it has its own Police Department as well as its own Public Works Department. The Public Works Department operates our owned water utilities, sewer utilities & sanitation, providing personalized services to our residents that most small communities these no longer provide in house rather they receive these services from the County. Since we perform mostly all of our public works services in house, we therefore, are faced with the high maintenance that comes along with these aging complex systems.

The Village is seeking a highly experienced and highly qualified Disaster and Debris Management Contractor to protect the health, safety, and welfare of our community should disaster strike.

3. DEFINITIONS

3.1. **Choke Point** means an inspection site where all trucks must pass.

3.2. **Clean As You Go Policy** means clearing all debris from each street or work zone on the first pass, whenever possible.

3.3. **Construction and Demolition Debris (C&D Debris)** means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning (HVAC) systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly as found in Chapter 62-701, Florida Administrative Code.)

3.4. **Contract Manager** means the Village's representative duly authorized by the Village Manager to provide direction to the DMC regarding services provided pursuant to this RFP and resulting contract.

3.5. **Debris** means all forms of disaster-related debris, including Vegetative Debris, Mixed Debris, Solids and Liquids.

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3.6. **Debris Management Contractor (DMC)** means the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

3.7. **Debris Monitor** means the firm retained by the Village to monitor the DMC's activities pursuant to its contract with the Village and to ensure compliance with FEMA requirements.

3.8. **Drop-Off Site** means a site established for residents of the North Bay Village to drop off debris.

3.9. **Electronic Waste (E-Waste)** means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.

3.10. **Eligible Debris** as determined by FEMA Section #325 Debris Management Guide and other applicable regulations means debris resulting from a Presidentially declared disaster whose removal, as determined by the Village Manager or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery.

3.11. **Federal Aid Eligible Roads** means roads that are paved, gravel or dirt and are eligible for repair or replacement.

3.12. **FDEP** means the Florida Department of Environmental Protection.

3.13. **FDOT** means the Florida Department of Transportation.

3.14. **FEMA** means the Federal Emergency Management Administration.

3.15. **FFWC** means the Florida Fish and Wildlife Conservation Commission.

3.16. **FHWA** means the Federal Highway Administration.

3.17. **Global Positioning System (GPS)** means a global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the Earth, where there is an unobstructed line of sight to four or more GPS satellites.

3.18. **Hazardous Stump** means an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.

3.19. **Hazardous Waste** means materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, in accordance with Environmental Protection

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Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

3.20. **Household Hazardous Waste** means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

3.21. **Mixed Debris** means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, solids, liquids, etc.

3.22. **Liquid Debris** means containers of petroleum based liquids, solvents, chemicals, etc.

3.23. **Notice to Proceed** means the written notice given by the Village Manager (or designee) to the DMC of the date and time for work to start.

3.24. **NRCS** means Natural Resources Conservation Service.

3.25. **OSHA** means the U.S. Department of Labor's Occupational Safety and Health Administration.

3.26. **Project Manager** means the DMC's representative authorized to make and execute decisions on behalf of the DMC.

3.27. **Temporary Debris Management Site (TDMS)** means a location where debris is temporarily stored, reduced, segregated, and/or processed prior to final disposal.

3.28. **Vegetative Debris** means clean, woody debris and other organic materials that can be chipped and mulched.

3.29. **White Goods** means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

4. GENERAL REQUIREMENTS

4.1. DMC shall supply all labor, supervision, materials, equipment, facilities, power, communications, provisions, and other services and supplies necessary for, or incidental to, the performance of debris removal and disposal services as described in this RFP, in accordance with all laws, regulations and FEMA requirements. Any and all services provided by DMC and labor, materials and equipment used by DMC, and its subcontractors, must comply fully with all Federal, State and local laws, regulations and guidance.

Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

3.20. **Household Hazardous** Waste means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

3.21. **Mixed Debris** means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, solids, liquids, etc.

3.22. **Liquid Debris** means containers of petroleum based liquids, solvents, chemicals, etc.

3.23. **Notice to Proceed** means the written notice given by the Village Manager (or designee) to the DMC of the date and time for work to start.

3.24. **NRCS** means Natural Resources Conservation Service

3.25. **OSHA** means the U.S. Department of Labor's Occupational Safety and Health Administration.

3.26. **Project Manager** means the DMC's representative authorized to make and execute decisions on behalf of the DMC.

3.27. **Temporary Debris Management Site (TDMS)** means a location where debris is temporarily stored, reduced, segregated, and/or processed prior to final disposal.

3.28. **Vegetative Debris** means clean, woody debris and other organic material that can be chipped and mulched.

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4.2. DMC shall submit with its response to this RFP an operational plan to demonstrate compliance with the bid specifications.

4.3. DMC shall disclose current and future debris management contractual obligations within the State of Florida with their proposal and annually thereafter throughout the term of the contract to provide reasonable assurance that such obligations will not preclude DMC from meeting its obligations under this contract. Such disclosure shall be provided in report form listing the number of accounts individually, by population served, and percentage of DMC available resources committed to these other accounts. Report will also indicate available resources dedicated to North Bay Village. The expectation is that in the event of a disaster, DMC shall service the North Bay Village first.

4.4. DMC shall not accept, solicit, or contract any local work (within Miami-Dade County not currently under contract) with other governments, private businesses, homeowners, or others while actively performing debris management services for North Bay Village during an emergency event, without the express written consent from the Village.

4.5. DMC's Project Manager or a higher ranking decision-making designee shall be physically present at the Village's Emergency Operations Center within twenty-four (24) hours after the thirty-six (36)-hour hurricane warning is issued. DMC's duties shall include, but are not limited to, assisting in the impact assessment and required resources; assessing damage; coordinating helicopter survey; preparing for first push; ordering and staging equipment and supplies; coordinating the opening of TDMSs; and assisting in coordinating the action plan to be operational in the first twenty-four (24) hours.

4.6. DMC shall commence debris management services within twenty-four (24) hours of issuance of Notice to Proceed. DMC shall mobilize a minimum of fifty percent (50%) of the required resources within forty-eight (48) hours of issuance of Notice to Proceed and one hundred percent (100%) of the required resources within ninety-six (96) hours. The Village may issue Notice to Proceed twenty-four (24) to forty-eight (48) hours prior to a storm event, depending upon the magnitude of the event, in order to allow sufficient time to prepare for commencement of operations.

4.7. DMC shall provide a Clean As You Go Policy and supervise and enforce such policy during debris management operations.

4.8. DMC shall provide the following annual services at the DMC's expense:

4.8.1.1. DMC shall attend and participate in an annual meeting with the Village, usually held in May.

4.8.1.2. DMC shall prepare and present a written plan of operations, including a clear description of the percentage of work DMC may subcontract out and a list of subcontractors, at an annual meeting with the Village.

4.8.1.3. Upon request, DMC shall annually review and visit, with Village staff, the TDMS(s) to be used during the coming year.

4.8.1.4. DMC shall provide phone consultations and reference information to Village staff upon request.

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4.9. DMC shall notify the Village within twenty-four (24) hours of any Notices of Violation or other notice of any legal or regulatory actions taken against DMC or its subcontractors while conducting work within the scope of this contract. DMC shall be responsible for responding to and completing any corrective action necessary in response to such notice, and for any fines resulting from any violations of Federal, State or local laws or regulations.

4.10. DMC shall be paid for any special tasks requested by the Village and as agreed to by DMC and the Village based on the hourly rate schedule contained herein.

4.11. To the extent required by applicable federal and state regulations, the Village must approve all of DMC's subcontractors prior to their providing service. DMC shall not use a subcontractor or material supplier to whom the Village reasonably objects. DMC shall supply the Village, as part of the annual plan of operations, a list of local individuals and firms under contract. All debris management subcontractors shall work for the DMC rather than the Village. All subcontractors will operate in strict accord with local, State, and Federal laws governing the type of work to be performed.

4.12. DMC agrees to hire or contract with willing local individuals and firms to provide labor and equipment for emergency services and to give local firms working within the Village and/or Miami-Dade County the first opportunity when awarding subcontracted work.

4.13. DMC agrees to provide all required documentation with supporting backup information as required by Federal, State and Local agencies for the reimbursement of Village expenses associated with any emergency event in addition to those specified in Section 9, "Documentation Management and Support".

5. DEBRIS REMOVAL

DMC shall provide debris collection and removal activities including, but not limited to, the following types of tasks:

5.1. **FEMA Compliance** – DMC shall work closely with the Village's Debris Monitor to ensure that all work is FEMA-compliant and all documentation is properly obtained, including GPS coordinates and photos. DMC's failure to utilize federally-approved documentation while performing work may result in nonpayment of services to the DMC by the Village.

5.2. **Emergency Road Clearance** – Immediately following a disaster, it may be necessary for DMC to cut, toss and/or push debris from primary transportation routes as identified and directed by the Village. Payment under this item will be on an hourly basis for Labor and Equipment as listed under Section B and C on the **Proposal Form (Attachment B)**. This hourly work will only be conducted for the first seventy (70) hours only unless otherwise agreed in writing.

5.3. **Debris Removal from Public Rights-of-Way** – As identified and directed by the Village, DMC shall provide all labor, services, equipment, materials, and supplies necessary to collect Vegetative Debris and Mixed Debris from the Village rights-of-way and public property. DMC shall provide debris collection in a systematic manner. DMC shall haul all debris to

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designated TDMSs or other temporary staging areas, disposal sites, or recycling centers, as determined by the Contract Manager. DMC shall segregate all debris to the extent practical. Vegetative Debris and other natural materials that can be chipped, mulched, burned and disposed of in some other similar manner and shall be handled separately from Mixed Debris.

5.4. **Demolition of Structures, Debris Removal from Private and Publicly Owned Property** – Should an imminent threat to life, safety and health to the general public be present on private property (right-of-entry program) or publicly owned property other than rights-of-way, DMC, as directed by the Village, shall demolish structures and remove and relocate the debris to the public rights-of-way. This service shall commence upon receipt of the completed right-of-entry forms, hold harmless agreements, non-duplication agreements, and an address-specific Notice to Proceed, and subsequent approval of such Notice to Proceed by the Village. DMC shall place all debris collected through this process in the public right-of-way, where the above Scope of Services (Debris Removal from Public Rights-of-Way) shall commence. DMC shall obtain three (3) written quotes for such work and select a subcontractor upon approval by the Village's Contract Manager.

5.5. **Stump Removal, Backfill and Haul** – As identified and directed by the Village, DMC shall remove Hazardous Stumps, haul each stump to a TDMS or other designated site and backfill each stump hole with compatible material as determined by the Village and DMC. Each stump shall be inspected by Village and DMC inspectors and documented as to the appropriate size and payment category. Payment for stumps with a diameter of twenty-four (24) inches or less (as measured two feet from the ground) will be included in the cubic yard price for debris removal. Stumps with a diameter of greater than twenty-four (24) inches will be paid at a separate cubic yard price based on the Stump Conversion Table in **FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility**, dated May 2007, or any subsequent edition. All stumps that are in the public rights-of-way but not in the ground shall be picked up, transported to a TDMS or other designated site, and included in the overall cubic yard price for debris removal. DMC shall provide and transmit photographs and GPS coordinates of questionable debris or trees or stumps to the Contract Manager to obtain Village or FEMA review and approval.

5.6. **Leaning Trees and Hanging Limbs** – DMC shall trim, cut and/or fell leaning trees (leaners) and/or hanging limbs (hangers) only upon prior written consent of the Contract Manager. Each tree and limb shall then be placed in the public right-of-way where such debris shall be removed and included in the overall cubic yard price for debris removal. A fallen tree that extends onto the public right-of-way from private property shall be cut at the point where it enters the right-of-way, and that part of the debris which lies within the right-of-way shall be removed.

5.7. **Multiple Schedule Pass** – DMC shall make as many passes as necessary, unless otherwise directed by the Contract Manager, to collect all Vegetative Debris and Mixed Debris set out by residents for collection within the rights-of-way from both sides of the roadway. DMC shall not move from one designated work area to another designated work area without approval from the Debris Monitor or Contract Manager.

5.4. **Demolition of Structures, Debris Removal from Private and Publicly Owned Property** – Should an imminent threat to life, safety and health to the general public be present on private property (right-of-entry program) or publicly owned property other than rights-of-way, DMC, as directed by the Village, shall demolish structures and remove and relocate the debris to the public rights-of-way. This service shall commence upon receipt of the completed right-of-entry forms, hold harmless agreements, non-duplication agreements, and an address-specific Notice to Proceed, and subsequent approval of such Notice to Proceed by the Village. DMC shall place all debris collected through this process in the public right-of-way, where the above Scope of Services (Debris Removal from Public Rights-of-Way) shall commence. DMC shall obtain three (3) written quotes for such work and select a subcontractor upon approval by the Village's Contract Manager.

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5.8. **Removal from Waterways and Drainage Systems** – DMC shall remove storm-generated debris from waterways and drainage systems, including drainage canals, retention areas, creeks and ditches.

5.9. **Security of Debris during Hauling** – DMC shall secure debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, DMC shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, DMC will survey the primary routes used by DMC for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadways.

5.10. **Damage by DMC** – DMC shall restore and/or repair, at DMC's expense, all damaged infrastructure (curbs, sidewalks, water meters, utility lines, etc.) if the damage is caused by DMC's activities. DMC is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways and sprinkler heads and valves. If any direct or indirect damage occurs to public or private property, on account of any act, omission, neglect or misconduct in the execution of the work on the part of DMC, such property shall be restored by DMC at its expense to a condition similar or equal to that existing before such damage or injury, or DMC shall repair such damage in a manner acceptable to the Contract Manager. DMC shall respond to complaints immediately or within twenty-four (24) hours and repair any damage within the timeframe established by the Village. In the event DMC fails to respond in a timely manner, the Village may respond and perform damage repairs as necessary and all costs for labor, equipment and supplies shall be deducted from the DMC's invoice. Additionally, DMC's continuous and repetitive incidents of "failure to respond" as contracted may be considered cause to cancel this contract.

5.11. **Eligibility of Debris** – The Contract Manager or Debris Monitor will have load site monitors stationed at designated Choke Points. The Contract Manager or Debris Monitor will also have roving monitors that will observe DMC operations to ensure that only Eligible Debris, as determined by FEMA regulations, is removed from the specified locations as designated. Each truck that is observed picking up material outside of the designated rights-of way or assigned work zone, or material that is classified as ineligible, will have all loads hauled that day deducted and the load tickets invalidated. DMC shall be responsible for any hauling, processing and disposal costs charged to the Village by that truck during that day.

5.12. **Onsite Chipping** – In areas not accessible by debris removal equipment and as directed by the Contract Manager, DMC will chip limbs, branches, foliage, etc., onsite using a hand-fed chipper. DMC will collect chipped and other tree debris immediately following completion of the chipping and haul the mulch or chipped debris to a final disposal site as determined by the Contract Manager.

5.13. **Interference with Disaster Recovery Efforts** – DMC shall conduct its work so as not to interfere with the disaster response and recovery activities of Federal, State and local government or agencies, or of any public utilities.

5.14. **Accumulation of Debris** – No debris shall be allowed to accumulate or be stored on public property or private property at any time without proper authorization from the Contract

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Manager. Under no circumstances shall the accumulation of brush, limbs, cut trunks, logs, or other debris be allowed on a public right-of way in such a manner as to result in a hazard to the public.

5.15. **Monitoring of DMC Removal Activities** – The Contract Manager and Debris Monitor will monitor all DMC operations. DMC is expected to work closely with the Debris Monitor and has the responsibility to follow FEMA procedural protocol and guidelines, obtaining all required documentation during the performance of work. Each truck driver will be given a load ticket that validates where the material originated. The quantity of debris hauled will be estimated at the TDMSs by the Village or Debris Monitor. The estimated quantity will be recorded on the load ticket and a copy of the load ticket will be given to the truck driver.

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6. TEMPORARY DEBRIS STORAGE AND REDUCTION (TDSR) SITES

6.1. The TDMS location(s) identified by the Village for use in 2018-2019 shall be determined at the time of the emergency by Miami Dade County. DMC and the Village will annually review these and any alternate sites for debris management to identify the TDMSs for use during each year of this contract. TDMSs shall be for the exclusive use of the North Bay Village.

6.2. DMC shall be prepared to establish additional TDMSs as deemed necessary by the Village to ensure an adequate number of TDMSs for the amount and location of debris. DMC will be responsible for obtaining necessary permits and conducting the required environmental investigations and documentation.

6.3. DMC shall have TDMSs ready to open and receive debris within twenty-four (24) to thirty-six (36) hours of notification by the Contract Manager. TDMSs will be activated on an "as needed" basis. In the event that no Village TDMSs are opened, DMC shall transport debris directly to a disposal facility identified by the Village.

6.4. DMC will thoroughly videotape and/or photograph each TDMS before any activities begin, and will periodically update video and photographic documentation to track site evolution and will retain all recorded documentation to be made available upon request by the Village which documentations shall be separated by date of recording.

6.5. DMC shall provide all equipment and personnel to manage, maintain, and operate the TDMSs. The number of active sites will be determined by the Contract Manager and/or Debris Monitor based on the severity of the disaster. The Contract Manager will provide access and authorization to DMC to operate on the designated TDMSs, including all information in the Contract Manager's possession regarding the sites that is necessary for successful operation. Pre-event planning information shall be included in the annual plan of operations.

6.6. DMC will provide a site operations plan for review and approval by the Contract Manager prior to beginning work. At a minimum, the plan will address the following:

6.6.1.1. Access to the site.
6.6.1.2. Site management, to include point of contact, organizational chart, etc.
6.6.1.3. Traffic control procedures.
6.6.1.4. Site security.
6.6.1.5. Site safety.
6.6.1.6. Site layout/segregation plan.
6.6.1.7. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water run-off as appropriate.

6.7. DMC will be responsible for preparing each TDMS to accept debris including, but not limited to, any site work and materials necessary to build and maintain stabilized roads for ingress or egress or any roads throughout the site; construction of two (2) roofed inspection towers (one for incoming vehicles and one for outgoing vehicles) of sufficient height and design for a

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6.6.1.6. Site layout/segregation plan
6.6.1.7. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water run-off as appropriate

6.7. DMC will be responsible for preparing each TDMS to accept debris including, but not limited to, any site work and materials necessary to build and maintain stabilized roads for ingress or egress or any roads throughout the site; construction of two (2) roofed inspection towers (one for incoming vehicles and one for outgoing vehicles) of sufficient height and design for a

minimum of three (3) inspectors; any environmental requirements such as wind-born debris control fencing, silt fencing or water retention berms; construction of an area for an office trailer and parking; and any other items necessary for site operations and management. DMC will be responsible for providing portable sanitary facilities and sewage treatment; potable water, fuel, and electricity and other utilities at the TDMSs. DMC shall provide utility clearances as appropriate.

6.8. DMC shall be responsible for installing site security measures and maintaining security for operations at the site.

6.9. DMC shall process Vegetative Debris and Mixed Debris delivered to TDMSs on a daily basis. Prior to processing, all debris shall be segregated between Vegetative Debris, C&D Debris, White Goods, E-Waste, Hazardous Waste, and other Mixed Debris so as to maximize recovery and recycling efforts with Village approval. Processing may include, but is not limited to, reduction by tub grinding, air curtain incineration when approved, or other alternate methods of reduction such as compaction. The Contract Manager will determine the method to be used based on environmental and operational considerations. Incineration is not a preferred method of debris reduction for the Village and therefore, will not be used.

6.10. DMC shall chip/grind Vegetative Debris within forty-eight (48) hours of receipt at a TDMS. Chips/mulch should be stored in piles no higher than fifteen (15) feet and meet all local regulations and laws. No more than seven (7) days of chipped debris shall remain on the ground at a TDMS.

6.11. DMC shall ensure that every load entering or leaving the TDMSs is inspected by the Village's Debris Monitor and that proper documentation is completed, including a load ticket, to verify and document the contents and cubic yards.

6.12. DMC shall be responsible for proper handling, storage, and disposal of any Hazardous Waste brought to the TDMSs in accordance with Federal, State, and local laws and regulations. DMC shall provide a suitable area at each TDMS to accommodate all Hazardous Waste. The area shall be lined with impervious material surrounded with berms or other containment structures to contain any potential leakage. There will be no water run-offs or leakage from the TDMS site.

6.13. DMC shall be responsible for transporting and disposing of all materials received and processed at the TDMSs in accordance with all applicable Federal, State and local laws and regulations. DMC shall be responsible for locating disposal sites in the best interest of the Village and present such sites to the Village for review. DMC shall obtain, on behalf of the Village, and shall provide the Village with a written contract for each disposal site. The Village shall direct waste flow and approve all disposal sites prior to use. DMC shall be responsible for documenting cubic yardage or tonnage and tip fee rates without mark-up for reimbursement. Tipping fees should **not** be included in the prices listed on the **"Proposal Form" (Attachment B)**. The Contractor will be reimbursed for receipted cost of the tipping fee. Any fee/cost levied as a result of non-compliance with any requirement of the contract

minimum of three (3) inspectors; any environmental requirements such as wind-born debris control fencing, silt fencing or water retention berms; construction of an area for an office trailer and parking; and any other items necessary for site operations and management. DMC will be responsible for providing portable sanitary facilities and sewage treatment; potable water, fuel, and electricity and other utilities at the TDMSs. DMC shall provide utility clearances as appropriate.

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6.10. DMC shall chip/grind Vegetative Debris within forty eight (48) hours of receipt at a TDMS. Chips/mulch should be stored in piles no higher than fifteen (15) feet and meet all local regulations and laws. No more than seven (7) days of chipped debris shall remain on the ground at a TDMS.

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documents or those of the disposal facility shall be endured by the Contractor at no additional cost to the Village.

6.14. DMC shall reclaim each TDMS to its pre-use condition within thirty (30) calendar days of receiving the last load of disaster-related debris. Closure shall include, but not be limited to, removal of all equipment and debris, grading the site to historical conditions, seeding and mulching of exposed areas, repairing irrigation fences and roads, and removing all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.). The site will be restored in accordance with all local and contractual requirements.

7. RESIDENTIAL DROP-OFF SITES

The Village may elect to open a number of Drop-Off Sites to allow Village residents to drop off debris. In the event such sites are utilized, DMC shall be responsible for managing debris at the sites including, but not limited to, providing equipment to manage debris piles, loading debris for transport, hauling debris to a TDMS or other designated site, and restoring the site to its pre-use condition. No reduction activities will be permitted at the Drop-Off Sites.

8. ADDITIONAL SERVICES

DMC may be requested to perform the services detailed below:

8.1. **Marine Debris Removal** – DMC shall clear canals and waterways of debris and fallen trees as identified and directed by the Village in writing. DMC shall obtain three (3) quotes for such work and select a subcontractor upon approval by the Village's Contract Manager. DMC shall ensure all work is eligible and documented in compliance with FEMA or NRCS requirements for reimbursement.

8.2. **Removal of Vehicles and Vessels** – DMC, as directed by the Village, shall remove vehicles and vessels from land and waterways. DMC shall obtain three (3) quotes for such work and select a subcontractor upon approval by the Village's Contract Manager.

8.3. **Dead Animal Carcasses** – DMC shall collect, transport and dispose of dead animal carcasses including, but not limited to, dead livestock, poultry and large animals, in any permissible manner consistent with Federal, State and local laws and regulations.

8.4. **White Goods** – DMC should expect to encounter White Goods available for disposal. DMC shall remove and recover Freon from any White Goods, such as refrigerators, freezers or air conditioners, in accordance with applicable regulations. DMC shall recycle all eligible White Goods in accordance with all Federal, State and local laws and regulations. White Goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling or recycling.

8.5. **E-Waste** – DMC shall remove, haul and recycle in any permissible manner consistent with Federal, State and local laws and regulations, E-Waste from public property and rights-of-way.

documents or those of the disposal facility shall be ordered by the Contractor at no additional cost to the Village.

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8.5. **E-Waste** – DMC shall remove, haul and recycle in any permissible manner consistent with Federal, State and local laws and regulations, E-Waste from public property and right-of-way.

8.6. **Emergency Potable Water** – DMC shall provide the Village with whole pallets of individually bottled drinking water. Pallets shall hold cases of sixteen (16) ounce bottles delivered, in cases of twenty-four (24) bottles, on pallets in trailer truck load quantities. The Village will instruct DMC as to the number of pallets needed, location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary.

8.7. **Emergency Ice** – DMC shall provide the Village with whole pallets of cubed ice made from potable water in individually packaged bags between five (5) and ten (10) pounds. The Village will instruct DMC as to the number of pallets needed, location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary and the delivery vehicle may be required to stay with the ice for several days.

8.8. **Other Services as Requested** – DMC shall also provide other related services as requested by the Village.

9. DOCUMENTATION MANAGEMENT AND SUPPORT

DMC shall provide data management and support to the Village during the emergency recovery effort including, but not limited to, the following:

9.1. DMC shall utilize load tickets provided by the Debris Monitor to track and document the removal and management of Eligible Debris. DMC shall ensure that load tickets meet the requirements of FEMA and other Federal, State, or local reimbursement agencies.

9.2. Each load ticket shall contain the following information:

9.2.1.1. Prime Contractor name.
9.2.1.2. Village contract/Disaster number.
9.2.1.3. Load ticket number.
9.2.1.4. Sub-Contractor name.
9.2.1.5. Truck Driver name.
9.2.1.6. Date and time of pick up.
9.2.1.7. Date and time of delivery.
9.2.1.8. Pick up location (street address or primary street between specific area).
9.2.1.9. Loading Zone Number
9.2.1.10. Debris Clearing Cycle (Push, First Pass, Second Pass, Third Pass, etc.)
9.2.1.11. Truck ID number and capacity.
9.2.1.12. Total cubic yards picked up.
9.2.1.13. Debris classification (Vegetative, White Goods, C&D, Mulch, Stump, etc.)
9.2.1.14. Delivery site.
9.2.1.15. Load Monitor Printed Name and Signature.
9.2.1.16. Dump Monitor Printed Name and Signature.
9.2.1.17. GPS.
9.2.1.18. Photographic documentation

9.3. Load tickets will be issued by the Debris Monitor or Village personnel prior to departure from the loading site or upon arrival at the debris staging area. The Debris Monitor/Village will keep two (2) copies of the load ticket and the vehicle operator will retain the remaining

8.6. **Emergency Potable Water** – DMC shall provide the Village with whole pallets of individually bottled drinking water. Pallets shall hold cases of sixteen (16) ounce bottles delivered, in cases of twenty-four (24) bottles, on pallets in trailer truck load quantities. The Village will instruct DMC as to the number of pallets needed, location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary.

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copies for DMC's records. DMC will scan all load tickets. DMC shall provide scanned copies of all load tickets, as well as a spreadsheet itemizing all load tickets, every thirty (30) days or more frequently as requested by the Contract Manager.

9.4. DMC shall supply certification placards meeting FEMA requirements and place such placards on its vehicles. Placard shall also include the wording "North Bay Village Emergency Debris Contractor" and the DMC's name.

9.5. DMC shall have a system for clearly tracking and documenting all its costs associated with work conducted pursuant to this contract, identifying expenditures eligible for reimbursement, and maintaining documentation of the recovery process.

9.6. DMC will work closely with the Village and applicable Federal, State and local agencies to ensure that the Village's emergency recovery procedures and data documentation for Eligible Debris meet the requirements of the reimbursement agencies. DMC shall provide to the Village all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for Federal and State reimbursement applications. DMC shall provide hard copies and electronic scanned documents with an itemized spreadsheet. DMC shall assist the Village in preparing Federal and State reports and applications for reimbursement, including training agency/department employees. DMC shall review all reimbursement applications prepared by the Village or Debris Monitor prior to submittal for sufficiency in meeting the reimbursement requirements of these organizations and notify the Village or Debris Monitor of any recommended changes, corrections, alterations or deletions. DMC shall assist, as directed by the Village, in responding to Federal and State agency requests for additional information and in negotiations with Federal and State officials. DMC shall retain all documentation and records for a minimum of ten (10) years.

9.7. DMC shall reconcile any discrepancies between the Debris Monitor's daily report and the corresponding load tickets within forty-eight (48) hours.

9.8. DMC shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity; location material is accepted for salvage or recycling, and the value of the salvaged or recycled material. DMC shall provide the value of the salvaged or recycled material back to the Village as a reimbursement credit back to FEMA, as required by FEMA. The value of the material will be defined as the value of the material as paid to DMC by the entity accepting the material for salvage or recycling.

10. STAFF AND EQUIPMENT REQUIREMENTS

10.1. DMC shall have a professional staff with the knowledge, skills and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP, FFWC and other applicable Federal, State or local agency regulations and policies is required.

10.2. DMC shall ensure that its work force, including subcontractors, maintains self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food, and related accommodations in a manner that is consistent with local requirements and minimizing

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adverse effects on the community. Employee overnight camping must be approved by the Contract Manager.

10.3. DMC shall employ a Project Manager and an Operations Manager, both fluent in English, Spanish and Creole who shall be accessible and shall have full authority to act on behalf of DMC and to address and resolve issues that may arise during the course of the work. All communications given to the Project Manager or Operations Manager in writing by the Contract Manager shall be as binding as if given to DMC. The Village expects the DMC to dedicate key employees to this contract for a minimum period of one year in order to fully understand the scope and responsibilities as a first responder. Generally, in preparation of the annual plan of operations, substitution of key employees should commence at the annual meeting in May.

10.4. The Operations Manager shall be on call twenty-four (24) hours per day, seven (7) days per week, and shall be available by cell phone. In the event normal communication (telephone, cell phone, radio, etc.) is unavailable, DMC shall provide its Project Manager and Operations Manager with a reliable means of communication (satellite radio, satellite telephone, etc.) with the Village.

10.5. DMC's Operations Manager shall coordinate daily with the Contract Manager and Debris Monitor, and shall comply with all directions and guidance provided by Federal or State representatives.

10.6. DMC shall attend any and all meetings required by the Contract Manager to evaluate the debris removal and disposal operations.

10.7. All equipment and equipment operators used in the performance of this contract must be in compliance with all applicable Federal, State, and local rules and regulations.

10.8. Prior to start of work, DMC shall submit, electronically and in hardcopy to the Village and Debris Monitor, certification indicating the type of vehicle; make; model; license plate number; DMC equipment number; measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris; and any other information necessary to comply with Federal or State requirements. The measured volume shall be calculated from actual physical measurement performed by DMC and the reported volume shall be the same as shown on the signs affixed to each piece of equipment. DMC and Debris Monitor or Contract Manager shall jointly measure the volume of each piece of equipment calculated from actual interior bed measurements.

10.9. Per **FEMA Recovery Policy RP9523.12**, mechanically loaded vehicles are preferred for debris removal. Hand-loaded vehicles are prohibited unless pre-authorized, in writing, by the Contract Manager or Debris Monitor. The observed capacity of all hand-loaded trucks and trailers shall be reduced by fifty percent (50%) to account for low compaction.

10.10. All trucks and trailers utilized in transporting debris shall have a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris while in transport. All trucks and trailers should be capable of rapidly dumping its load without the assistance of other equipment. Subject to approval by the Village, sideboards or other extensions to the bed

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are allowed provided they meet all applicable rules and regulations and are constructed to withstand severe operating conditions. Vehicles must be re-measured and re-marked if sideboards or extensions are removed or if the vehicle is similarly altered. Vehicle load tarps may be required before the recovery period is complete.

10.11. Equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessively sized equipment (100 cubic yards and up) or non-rubber-tired equipment must be approved for use on the road by the Contract Manager or Debris Monitor.

10.12. All equipment used in the performance of this contract shall be in good operating condition. All equipment, including but not limited to grinding equipment, generators, light towers, etc., shall be equipped with a properly functioning accurate hour meter.

10.13. Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. DMC shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will DMC mix debris hauled for others with debris hauled under this contract. DMC and subcontracted employees are strictly prohibited from engaging in scavenging.

10.14. DMC shall be responsible for obtaining sites to stage equipment, such as trucks, when not in use.

11. REPORTING

DMC shall submit periodic, written reports, in a format required by the Village, documenting the progress of debris removal and disposal. These reports shall include, but are not limited to, the following:

11.1. **Daily Reports** – DMC shall make daily reports to the Village to detail the progress of debris removal and disposal operations. Such reports shall include (1) a description of all areas where work was done, detailing street names and address blocks where debris removal was completed during each pass; (2) types and volumes of debris transported, reduced and disposed; (3) the number of trucks, other equipment and personnel utilized that day; (4) other operational and complaint tracking information as requested by the Village; (5) weather conditions must be included; and (6) photographic documentation of the pick-up site. The format of the reports shall be developed during the pre-event planning and coordination phase.

11.2. **Weekly Summaries** – DMC shall submit, within two days of the close of the week, a summary of all information contained in the daily reports as described above. At the request of the Village, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include DMC or subcontractor name, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable), field monitor name/number, TDMS, tower monitor name, debris materials categorization, location of collection (e.g., ROW), etc.

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11.3. **Damage Reports** - DMC shall notify the Contract Manager, on a daily basis, of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor.

11.4. **Data Reconciliation** – Reconciliation of data will be accomplished weekly between DMC and the Contract Manager or Debris Monitor. All discrepancies will be resolved within five (5) days.

11.5. **Final Project Closeout** – Within thirty (30) days of final inspection and/or closeout of the project by the Village, DMC shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to, the total volume by type of debris hauled, reduced and/or disposed; final disposal locations and amounts of the debris delivered to each; and the total cost of the project invoiced to the Village. DMC shall provide, upon request of the Village and/or no later than project closeout, a release of liens demonstrating that all subcontractors to DMC have been fully paid. DMC will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the Village. Final project reconciliation must be approved by the Village.

11.6. **Report Maintenance** – DMC will be subject to audit by Federal, State and local agencies. DMC shall maintain all reports, records, debris reporting tickets and correspondence related to this contract for a period of not less than ten (10) years.

12. OTHER OPERATIONAL CONSIDERATIONS

12.1. **Inspection** – All emergency debris shall be subject to inspection by the Debris Monitor, Contract Manager, or any public authority in accordance with generally accepted standards to insure compliance with the contract and applicable Federal, State and local laws and regulations. DMC shall, at all times, provide the Debris Monitor and Village access to all work sites, TDMSs and disposal areas.

12.2. **Working Hours** – Unless otherwise approved by the Village, all activity associated with gathering, loading and hauling debris shall be performed during visible daylight hours. DMC may work during these hours seven (7) days per week, including holidays. With Village approval, debris reduction activities at the TDMSs may take place twenty-four (24) hours per day, seven (7) days per week if DMC deems it necessary and safe. DMC shall mandate employee rest breaks and meal time when hourly rates apply and such time shall be posted on invoice. It is expected that DMC shall work daily until project completion. Holiday leave and TDMS closure may be authorized based on operational needs and with Village approval. DMC shall be responsible to coordinate with the Contract Manager in the event weather conditions delay or modify the daily schedule.

12.3. **Traffic Control** – DMC shall mitigate the impact of its operations on local traffic to the fullest extent practicable. DMC is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDMSs. DMC shall provide sufficient signage, flags, barricades and appropriate public safety personnel to ensure the safety of vehicular and pedestrian traffic in all work areas. DMC shall coordinate with local police authorities as required.

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13. TECHNICAL ASSISTANCE

DMC may be requested by the Village to provide technical expertise and guidance to support the Village during the emergency recovery effort including, but not limited to, the following:

13.1. Assisting in emergency debris recovery planning efforts such as disaster recovery plan development and identification of adequate TDMSs and other resources.
13.2. Assisting in determining and assessing the impact and magnitude of the emergency event before federal assistance is requested, identifying damaged locations and facilities, assessing and preparing initial estimates of debris volumes, distinguishing between pre-emergency damage and emergency-generated damage, documenting eligible costs, and describing the physical and financial impact of the emergency.
13.3. Providing training sessions for key Village personnel.
13.4. Assisting with developing, producing or distributing public information.

14. PRICING

Bidder shall provide all-inclusive unit prices that include supplying all equipment, tools, and labor necessary to perform the duties described in the bid item. The documentation and recovery process, including plan development, mobilization, demobilization, record keeping and quality control shall be included in the prices. Disposal costs must be documented and shall be pass-through costs to the Village without markup by the Contractor. Prices must be provided for bid items or Bidder may be deemed non-responsive. The Village reserves the right to select the services required under this Bid as allowed by Village Charter and Code.

14.1. Bid prices assume the distance between the pickup location and TDSR Site. Invoices to be paid based on incoming load tickets
14.2. Bid prices assume the distance between the TDSR Site or other designated location and final disposal site. Invoices to be paid based on outgoing load tickets.
14.3. Contractor will pay disposal fee, if applicable, at final disposal site(s) and bill the Village at cost. Contractor will likewise reimburse Village for any revenue received for salvaged or recycled materials.
14.4. Only for stumps requiring extraction from rights-of-way, including backfill, etc. to be priced using **Stump Conversion Table and Hazardous Stump Worksheet in FEMA Disaster Assistance Policy (DAP) 9523.11** dated May 15, 2007, or any subsequent edition.
14.5. In addition, the Bidder shall provide hourly labor and equipment rates for the items listed in **Attachment B "Proposal Form"**.

15. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the Village and shall expire three (3) years from that date. The Village reserves the right to extend the contract for two (2), additional three-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the Village in writing.

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16. INVOICES

The Contractor should submit regular invoices for no more than 30-day periods. Invoice format and documentation should be acceptable for FEMA reimbursement. Timely invoicing is beneficial for both Village and DMC. Invoices should be submitted within 60 days of service provision to reconcile with supporting documentation prior to payment disbursement.

17. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the Village may, at any time, secure similar or identical services from another vendor at the Village's sole option.

The Village may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the Village prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in their proposal. If the price(s) offered are not acceptable to the Village, and the situation cannot be resolved to the satisfaction of the Village, the Village reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

18. DELETION OR MODIFICATION OF SERVICES

The Village reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the Village, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned.

If the Contractor and the Village agree on modifications or revisions to the task elements, after the Village has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the Village for written approval prior to proceeding with the work.

19. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute trained, qualified, personnel for those listed in the proposal, the Village shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the Village has reasonable evidence to believe that an employee of the Contractor is incompetent, or has performed his or her employment in an objectionable manner, the Village shall have the right to require the Contractor to resolve the situation to the Village's satisfactions, provided, however, that the Contractor shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, Village ordinance, contract or employment or union agreement.

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20. SUBCONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the Village, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the Village, prior to any contract award. The Village reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets Village approval.

Contractor shall ensure that all Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, counsel being subject to the Village's approval or disapproval, and indemnify and hold harmless the Village and the Village's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the Village.

Contractor shall require all of its subcontractors to provide the same coverage that is required for the Contractor, as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

21. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the Village.

22. SAFETY

The Contractor(s) shall adhere to the **Florida Department of Transportation's Manual on Uniform Traffic Control** for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

23. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its' contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the **State of Florida Executive Order Number 11-02 "Verification of Employment Status"**) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

U.S. Department of Homeland Security's E-Verify System Affirmation Statement (Attachment F) should be completed and submitted with Bidder's response to this RFP.

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PROPOSAL REQUIREMENTS:

The following documents will need to be completed, and mailed in a sealed envelope to the Village Clerk as part of the bidder's submittal. The proposer interested in responding to this RFP must provide the information requested below. Submittals that do not respond completely too all requirements specified herein may be considered non-responsive and eliminated from the process.

All proposals shall address and be tabbed/indexed as outlined below:

Title Page: List the following:

RFP Subject: **RFP-2018-003 "Disaster and Debris Management Services"**

1. Date
2. Name of the Firm
3. Contact Person (including title) authorized to represent your firm
4. Telephone Number
5. Email Address
6. Mailing Address

Tab 1 - Table of Contents: Include a clear identification of the material included in the proposal by tab number and page number.

Tab 2 - Letter of Interest: Limit to two (2) pages.

1. Attach a letter of interest that explains your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm including:

    a. Include the size
    b. Range of activities
    c. Years of experience that the proposer has in providing similar services.
    d. Summary of abilities and experience of the firms' professional personnel (More detail to be provided in **Tab 3 - Experience and Ability**)
    e. Summary of past performance of the firm on similar projects (More detail to be provided in **Tab 5 - Previous Experience**)
    f. Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel.
    g. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the North Bay Village.

Tab 3 - Experience and Ability (25 points): The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the in-house staff and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.

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1. Describe the firm's background, history and overall experience.
2. Describe the firm's expertise and experience in performing proposed work.
3. Describe the firm's experience in filing and receiving Federal and State reimbursements.
4. Proposer will provide experienced staff. Certification or active involvement with disaster preparedness agencies is highly desirable such as: NIMS certification, FEMA Region IV, FEMA National Advisory Council, FEMA National Training Programs (NTP), FEMA Center for Domestic Preparedness (CDP), FEMA Emergency Management Institute (EMI), Florida State Emergency Response Team (SERT), and/or Florida Governor's Hurricane Conference training/instructor.
5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary. The Proposer must also provide to the Village the percentage of availability of these employees and/or subcontractors.
6. Identify location of the office responsible for this project, the contact person and supervisory personnel who will work on the project, including the relative experience of all professionals proposed for use on the team in the planning and administration of the project.
7. Provide resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work.
8. Provide resume(s) of the on-site staff to be assigned to the project with emphasis on their experience with similar work.
9. Explain the ability and experience of the field staff with specific attention to project related experience.
10. For Office Staff and On-site Staff show the organization chart as it relates to the project, indicating key personnel and their relationship.
11. If the Contractor proposes to use subcontractors in the course of providing these services to the Village, this information shall be a part of the bid response. Package should also include a list of subcontractors proposed to work on the project including professional services, along with their abilities and qualifications as related to the project's specific requirements and their ability to accomplish the project.
12. List of current and future debris management contractual obligations with their current status and projected termination dates.
    a. Provide reasonable assurance that such obligations will not preclude DMC from meeting its obligations under this contract.
    b. Plan for managing multiple Florida-based debris management contracts
    c. Proposer must currently have a minimum of three (3) full-service Disaster Debris Management contracts in place in which (1) the Bidder is the primary contractor; and (2) the contract is with a government entity with a population of at least 150,000 residents.

Tab 4 – Operational Plan (25 points): The Operational Plan shall demonstrate the proposer's compliance with the bid specifications and demonstrate their understanding of the requirements and needs of this project.

1. The Operational Plan shall clearly address all aspects of the project proposed; including debris management services, pre-planning services, operating plan, mobilization timeframes, staffing, management, employee training, quality assurance, quality control, assistance with FEMA Reimbursement, etc.
2. Organizational structure of firm; chain of command; subcontractor's plan.
3. Define methods used to complete assigned tasks.

1. Describe the firm's background, history and overall experience.
2. Describe the firm's expertise and experience in performing proposed work.
3. Describe the firm's experience in filing and receiving Federal and State reimbursements.
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6. Identify location of the office responsible for this project, the contact person and supervisory personnel who will work on the project, including the relative experience of all professionals proposed for use on the team in the planning and administration of the project.
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Tab 4 – Operational Plan (25 points): The Operational Plan shall demonstrate the proposer's compliance with the bid specifications and demonstrate their understanding of the requirements and needs of this project.

1. The Operational Plan shall clearly address all aspects of the proper proposed; including debris management services, pre-planning services, operating plan, mobilization timeframes, staffing, management, employee training, quality assurance, quality control, assistance with FEMA Reimbursement, etc.
2. Organizational structure of firm; chain of command; subcontractor's plan.
3. Define methods used to complete assigned tasks.

4. Please clearly describe all aspects of the project proposed.
5. Include details of your approach and work plans.
6. Identify any issues or concerns of significance that may be appropriate.

Tab 5 - Previous Experience (20 points): Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein.

1. Confirm that the Proposer is currently, and has been conducting business as, a full-service Disaster Debris Management Contractor for the last ten (10) consecutive years. References should reflect this.
2. Demonstrate that the Proposer has experience performing work as a primary contractor on Disaster Debris Management projects exceeding fifty million dollars ($50,000,000) per event.
3. Details of References should include the following:
   a. Name and location of the project
   b. Provide a detailed description of the comparable projects (similar in scope of services to those requested herein).
   c. Nature of the firm's responsibility on the project
   d. Project owner's representative name, address, phone number, and e-mail address
   e. Project duration and the date the project was completed or is anticipated to be completed.
   f. Size of project including number of residents
   g. Cost of project
   h. Work for which staff was responsible
   i. Contract Type
   j. The results/deliverables of the project

Tab 6 - Financial Capability (5 points): The firm's financial capability is to be addressed and should indicate the resources and the necessary working capital to assure financial stability through to the completion of the project. Proposer must provide the following required documentation related to the firm's financial stability:

1. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for multiple projects during the same time period.
2. Proposer shall provide a notarized letter from a bank verifying an available line of credit in the amount of twenty-five million dollars ($25,000,000) with their proposal response. The Village will not waive this requirement.
3. Proposer shall provide a notarized letter from a surety, not a broker, verifying a bonding capacity of ten million dollars ($10,000,000) and compliance with the information stated in the **"PAYMENT AND PERFORMANCE BONDS"** section of this solicitation. The Village will not waive this requirement.

Tab 7 – Project Cost (25 points):

1. Attachment B: Proposal Form (To be provided in a separate sealed envelope)

4. Please clearly describe all aspects of the project proposed.
5. Include details of your approach and work plans.
6. Identify any issues or concerns of significance that may be appropriate

Tab 5 - Previous Experience (20 points): Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein.

1. Confirm that the Proposer is currently, and has been conducting business as, a full-service Disaster Debris Management Contractor for the last ten (10) consecutive years. References should reflect this.
2. Demonstrate that the Proposer has experience performing work as a primary contractor on Disaster Debris Management projects exceeding fifty million dollars ($50,000,000) per event.
3. Details of References should include the following:
   a. Name and location of the project
   b. Provide a detailed description of the comparable projects (similar in scope of services to those requested herein).
   c. Nature of the firm's responsibility on the project
   d. Project owner's representative name, address, phone number, and e-mail address
   e. Project duration and the date the project was completed or is anticipated to be completed
   f. Size of project including number of residents
   g. Cost of project
   h. Work for which staff was responsible
   i. Contract Type
   j. The results/deliverables of the project

Tab 6 - Financial Capability (5 points): The firm's financial capability is to be addressed and should indicate the resources and the necessary working capital to assure financial stability through to the completion of the project. Proposer must provide the following required documentation related to the firm's financial stability:

1. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for multiple projects during the same time period.
2. Proposer shall provide a notarized letter from a bank verifying an available line of credit in the amount of twenty-five million dollars ($25,000,000) with their proposal response. The Village will not waive this requirement.
3. Proposer shall provide a notarized letter from a surety, not a broker, verifying a bonding capacity of ten million dollars ($10,000,000) and compliance with the information stated in the "PAYMENT AND PERFORMANCE BONDS" section of this solicitation. The Village will not waive this requirement.

Tab 7 – Project Cost (25 points):

1. Attachment B: Proposal Form (To be provided in a separate sealed envelope)

a. Attached is proposal form (Attachment B) where the vendor will complete the proposal checklist and enter their contact information. Proposal form shall be signed by the contact person authorized to represent the contractor. This form must be completed, and submitted with the sealed bid as part of the bidder's submittal. The vendor must provide their pricing along with their bid package.
b. Proposals must contain a manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.
c. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
d. Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

Tab 8 – Other Completed Documents & Forms:

1. Attachment C: Vendor Information Form and a W-9
2. Attachment D: Non-Collusive Affidavit
3. Attachment E: Proposer's Completed Qualification Statement
4. Attachment F: Homeland Security's E-Verify System Affirmation Statement
5. Attachment G: Insurance Certificate
6. Attachment H: Qualification Forms
   - Form 1 – Proposal Pricing Sheet
   - Form 2 – Proposer's Statement of Organization
   - Form 3 – Personnel
   - Form 4 – References
   - Form 5 – Drug Free Workplace
   - Form 6 – Acknowledgement of Addenda
   - Form 7 – Independence Affidavit
   - Form 8 – Certification to Accuracy of Proposal
7. Proposal Security (Bid Bond Form or Cashier's Check)

   a. Each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the North Bay Village on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to VILLAGE and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five-thousand dollars ($5,000).

   b. Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through Demandstar.

   c. Proposers must also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they will be determined as non-responsive.

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d. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked **"BID SECURITY - RFP # 2018-003 Disaster and Debris Management Services"** and sent to the North Bay Village, Village Clerk's Office, 1666 Kennedy Causeway, 3rd Floor, North Bay Village, FL 33141.

e. Please see the Proposal Security Section in the "ADDITIONAL INFORMATION AND INSTRUCTION TO PROPOSERS" section of this RFP.

Tab 9 – Business Structure & Professional Registration Certificates:

1. Proposer must provide proof that it is properly and legally licensed to perform Disaster and Debris Management Services.
2. List appropriate licenses as issued by Miami Dade County and the State of Florida.
3. A reproduction of the firm's current professional registration certificate(s) is required for the services offered and must be in the name of the firm offering said services.
4. Firms must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered.
5. If the firm offering services is a corporation, or joint venture, it must be properly chartered with the Department of State to operate in Florida and provide a copy of the firm's current Florida Corporate Charter.

Tab 10 – Additional Information: Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

EVALUATION OF PROPOSALS & PROCESS OF SELECTION

A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFP. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**

B. The Village will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria

Criteria	**Points**
Experience and Ability	25 points
Operational Plan	25 points
Previous Experience	20 points
Financial Capability	5 points
Project Cost	25 points
Total Points	**100 points**

C. In the event that there are more than three (3) proposers, the Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. Then the Evaluation

d. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked **"BID SECURITY - RFP # 2018-003 Disaster and Debris Management Services"** and sent to the North Bay Village, Village Clerk's Office, 1666 Kennedy Causeway, 3rd Floor, North Bay Village, FL 33141.

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Committee may schedule a second meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.

D. The Evaluation Committee will make a recommendation, to the Village Commission, for the award of contract(s). The Village intends to award contracts to a Primary and a Secondary DMC. The contract(s) shall be awarded to the most responsive/responsible proposer(s) whose proposal is determined to be the most advantageous to the Village taking into consideration the evaluation criteria.

SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	May 31, 2018
Question Due Date	June 8, 2018
Anticipated Date of Issuance for the Addenda with Questions and Answers	**June 11, 2018**
Proposals will be accepted until	12:00 p.m. on June 15, 2018
Proposals will be opened at	1:00 p.m. on June 15, 2018
Evaluation of Proposals by Staff	June 18, 2018 @ 3:00 p.m.
Recommendation of Contractor to Village Commission award	**July 10, 2018**

SUBMISSION REQUIREMENTS

Only sealed bid/proposal **will be accepted at the North Bay Village, Office of the Village Clerk on or before 12:00 p.m. on June 15, 2018.**

The vendor must provide their pricing through the designated lines items listed on the *PROPOSAL REQUIREMENTS* section of this solicitation.

In addition to the sealed bid/proposal submittal, applicants shall submit **six (6) paper copies and two electronic copies** (CDs or USB Drives are acceptable forms of electronic copies) of their sealed submittal, clearly marked **"RFP # 2018-003 Disaster and Debris Management Services", on or before 12:00 p.m. on June 15, 2018** to the:

North Bay Village
Office of the Village Clerk
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA E-MAIL.

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business immediately after the deadline, at the office of the Village Clerk, 1666 Kennedy Causeway, 3rd Floor, North Bay Village, FL 33141.

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In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 756-7171, E-MAIL ADDRESS: YVONNE.HAMILTON@NBVILLAGE.COM, AND MAILING ADDRESS: YVONNE HAMILTON, VILLAGE CLERK, NORTH BAY VILLAGE, 1666 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA 33141).

However, the Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All Proposals received from Proposers in response to the solicitation will become the property of Village and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of Village.

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with Village and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of Village by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Proposer may withdraw its Proposal and the Bid Security will be returned. Thereafter, the Proposer will be disqualified from further bidding on the subject Contract.

To the extent permitted by applicable state and federal laws and regulations, Village reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Proposer, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

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The Contract shall be awarded by Village's Commission to the responsible Proposer whose Proposal is determined to be the most advantageous to Village, taking into consideration the evaluation factors and criteria set forth in the Evaluation of Proposals.

ADDITIONAL INFORMATION AND INSTRUCTION TO PROPOSERS

Any and all "Additional Information and Instructions to Proposers" as provided below that may vary from the General Conditions shall have precedence.

1. **EXAMINATION OF CONTRACT DOCUMENTS:** Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

   The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

2. **ADDENDA or ADDENDUM:** A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the Demandstar website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through Demandstar will be the only official method whereby changes will be made.

3. **INTERPRETATIONS AND QUESTIONS:** If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The Village requires all questions relating to the solicitation be sent five (5) calendar days prior to the bid submittal deadline date through email to the Village Clerk at yvonne.hamilton@nbvillage.com. Responses to the questions will be provided via addendum by the Village Clerk. Questions received after June 8, 2018 shall not be answered. Interpretations or clarifications in response to such questions will be issued via addendum. The issuance of a response via Addendum and shall be the only official method whereby such an interpretation or clarification will be made. It is the Proposer's responsibility to submit a request for clarification or questions.

4. **LIQUIDATED DAMAGES** (in accordance with 2 CFR §200.326 Appendix II to Part 200 (A))

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A. The work to be performed under this Contract shall be commenced as detailed in the Specifications. As a breach of contract would cause a substantial delay in the completion of the required services which affect the safety and welfare of the public, the City hereby incorporated the following liquidated damages.

B. These amounts are not a penalty but liquidated damages to the City. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the CITY as a consequence of such delay. Vendor acknowledges and agrees that damages to CITY from untimely completion are extremely difficult to determine, and accordingly, the Vendor agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.

   a. Failure of the Vendor to meet the 48 hour mobilization requirements as detailed in the Specifications and Requirements. Fee: $1,000 per calendar day.
   b. Failure of the Vendor to repair damage(s) caused by the services provided by the Vendor and its subcontractors under the Contract. Fee: $500.00 per incident.
   c. Application of Liquidated Damages does not release the Vendor from the responsibility of resolving or repairing damage(s).
   d. The CITY is authorized to deduct liquidated damage amounts from the monies due to Vendor for the work under this Contract, or as much thereof as the CITY may, at its own option, deem just and reasonable.

5. **CONFLICT OF INTEREST:** The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of Village or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of Village who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer 's firm or any of its branches or affiliate companies.

6. **ENVIRONMENTAL REGULATIONS:** Village reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify Village immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

7. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES:** The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and Village, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required in order to provide this service.

8. **INDEMNIFICATION:**

   A) GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the

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7. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES:** The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and Village, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required in order to provide this service.

8. **INDEMNIFICATION:**

A) **GENERAL INDEMNIFICATION:** To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the

Village, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

B) **PATENT AND COPYRIGHT INDEMNIFICATION:** Successful Proposer agrees to indemnify, defend, save and hold harmless the Village, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by Village.

The Successful Proposer 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.

Village 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 Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive Village's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

9. **CONTRACT TIME:** By virtue of the submission of his Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

10. **LIQUIDATED DAMAGES FOR BREACH OF CONTRACT:** The Successful Proposer agrees that, if the work, or any part thereof, is not completed within the time specified or any extension thereof, the Successful Proposer shall be liable to the Village in the amount of One Thousand ($1,000.00) dollars for each and every calendar day the completion of the work is delayed beyond the time provided in the contract, as fixed and agreed upon liquidated damages and not as a penalty. Village shall have the right to deduct from and retain out of moneys that may be then due or which may become due and payable to the Successful Proposer, the amount as such liquidated damages.

11. **CONTRACT RELATED TO SERVICES:** A Specimen contract is included herein for general information of bidder. Upon award of the proposal, the awarded contractor shall be required to sign and agree to the terms of the Contract.

12. **PROPOSAL SECURITY:** In accordance with 44 CFR 13.36, the Village shall request a bid guarantee from each bidder. However, since this solicitation will be used on an as needed basis during emergency situations that may result in a large range of costs, the Village cannot estimate a bid price. Therefore, in lieu of requesting a bid guarantee equivalent to five percent of the bid price, the Village shall request a bid guarantee in the amount of five-thousand dollars ($5,000).

Village, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

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Each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the North Bay Village on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to Village and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five-thousand dollars ($5,000).

Proposers must also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they will be determined as non-responsive. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked **"BID SECURITY - RFP # 2018-003 Disaster and Debris Management Services"** and sent to the:

North Bay Village,
Village Clerk's Office
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

The Proposal Security of the Successful Proposer will be retained until such Proposer has executed the Contract and furnished the required insurance, whereupon the Proposal Security will be returned. If the Successful Proposer fails to execute and deliver the Contract and furnish the required insurance and bonds within fifteen (15) calendar days of the Notice of Award, the Village may annul the Notice of Award and the entire sum of the Proposal Security shall be forfeited. The Proposal Security of the three (3) lowest Proposers will be returned within seven (15) calendar days after the Village and the Successful Proposer have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Proposal opening, upon the demand of any Proposer at any time thereafter, provided that he has not been notified of the acceptance of his Proposal. Proposal Security of all other Proposer will be returned within seven (15) calendar days after the proposal opening. The agent or attorney in fact or other officer who signs a Bid Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so.

13. **PAYMENT AND PERFORMANCE BONDS:** The Contractor shall furnish to the Village, prior to the commencement of operations, a Performance and Payment Bond in an amount equal to the value established within an issued Task Order or work authorization, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

The Contractor shall execute and furnish to the Village a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide Village with evidence satisfactory to Village, that such excess risk has been protected in an acceptable manner. The surety company shall

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have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

Two (2) separate bonds are required and both must be approved by the Village. The performance bond shall be conditioned that the Contractor perform the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the Village to the extent of any and all payments in connection with the carrying out of said Contract which the Village may be required to make under the law.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Miami Dade County, with the Contractor to pay all recording costs.

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Attachment A: Cone of Silence
Attachment B: Proposal Form
Attachment C: Vendor Information Form and a W-9
Attachment D: Non-Collusive Affidavit
Attachment E: Proposer's Completed Qualification Statement
Attachment F: Homeland Security's E-Verify System Affirmation Statement
Attachment G: Sample Insurance Certificate
Attachment H: Qualification Forms
- Form 1 – Proposal Pricing Sheet
- Form 2 – Proposer's Statement of Organization
- Form 3 – Personnel
- Form 4 – References
- Form 5 – Drug Free Workplace
- Form 6 – Acknowledgement of Addenda
- Form 7 – Independence Affidavit
- Form 8 – Certification to Accuracy of Proposal

CONTACT INFORMATION

All questions related to this solicitation should be forwarded to Yvonne Hamilton, Village Clerk, yvonne.hamilton@nbvillage.com.

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ATTACHMENT A – CONE OF SILENCE

9.1 Cone of Silence

You are hereby advised that this Request for Proposal No. 2018-003 is subject to the "Cone of Silence" in accordance with Section 38.18 of the North Bay Village Code of Ordinances. A proposer who violates these provisions shall not be considered for this Request for Proposal in addition to any other applicable penalties.

§ 38.18 - Cone of Silence.

(A) Contracts for the provision of goods and services.

(1) "Cone of Silence" is hereby defined to mean a prohibition on:

a. any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

b. any communication regarding a particular RFP, RFQ, or bid between the Mayor or Village Commissioners and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

c. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;

d. any communication regarding a particular RFP, RFQ or bid between the Mayor, Village Commissioners and any member of the selection committee;

e. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or Village Commissioners; and

f. any communication regarding a particular RFP, RFQ or bid between any member of the Village's professional staff and any member of the selection committee.

The Village Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Commission.

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Notwithstanding the foregoing, the Cone of Silence shall not apply to:

a. communications with the Village Attorney and his or her staff;

b. duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;

c. any emergency procurement of goods or services;

d. communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(2) Procedure.

a. A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of the RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the Village Manager or his or her designee shall provide for public notice of the Cone of Silence. The Village Manager shall issue a written notice to the affected departments, file a copy of the notice with the Village Clerk, with a copy to the Mayor and each Village Commissioner, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular RFP, RFQ or bid shall not preclude staff from obtaining industry comment or performing market research, provided all communications related thereto between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff, are in writing or are made at a duly noticed public meeting.

b. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission; provided, however, that if the Village Commission refers the Village Manager's recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation.

(3) Exceptions. The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Commission during any duly noticed public meeting or communications in writing at any time with any Village employee, official or member of the Village Commission unless specifically prohibited by the applicable RFP, RFQ or bid documents.

The bidder or proposer shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request.

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The bidder or proposer shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request.

(B) Penalties. In addition to the penalties provided in this chapter and Miami-Dade County Code Section 2-11.1 (s) and (v), violation of this section by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to the bidder or proposer voidable. Any person who violates a pr0ovision of this ordinance shall be prohibited from serving on a Village competitive selection committee. In addition to any other penalty provided by law, violation of any provision of this ordinance by a Village employee shall subject the employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report the violation to the State Attorney and, or, may file a complaint with the Ethics Commission.

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North Bay Village
Administrative Offices
1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

Disaster and Debris Management Service
RFP No. 2018-003
"Exhibit 1"

PRICE FORM

PRICE PROPOSAL: The Proposer shall provide the hourly rates, unit prices, and equipment rates requested below. These prices and rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.

Part A: HOURLY RATES

1. Project Manager — $ 60.00 per hour
2. Operations Managers — $ 55.00 per hour
3. Crew Foreman — $ 50.00 per hour
4. Skilled Sawman — $ 50.00 per hour
5. Tree Climber — $ 90.00 per hour
6. Administrative Staff — $ 45.00 per hour
7. Chipper Operations — $ 125.00 per hour

Part B: TASK AND FEE UNIT SCHEDULE

1. Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Temporary Debris Staging and Reduction Site per Cubic Yard

1A$ 9.00 (to a location within North Bay Village Legal Boundaries)
1B$ 12.00 (to a location within North Bay Village Legal Boundaries)
1B$ 15.00 (to a location outside of North Bay Village but within Miami Dade County Legal Boundaries)
1B$ 15.00 (to a location within Miami Dade, Broward and Palm Beach counties)
1D$ 15.00 (to a location not within the Tri-County area of Broward, Miami-Dade or Palm Beach counties)

2. Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Final Disposal Site per Cubic Yard

2A$ 9.00 (to a location within North Bay Village Legal Boundaries)

2B$ 12.00 (to a location outside of North Bay Village but within Miami-Dade County Legal Boundaries)

2C$ 15.00 (to a location within Miami-Dade or Palm Beach County Legal Boundaries)

2D$ 15.00 (to a location not within the Tri-County area of Broward, Miami-Dade or Palm Beach Counties)

3. On-site Chipping (as per Section 5.12) to include Loading and Hauling Debris from Public Property and Rights-of-Way to a Final Disposal Site per Cubic Yard

3A$ 70.00 (to a location within North Bay Village Legal Boundaries)

3B$ 75.00 (to a location outside of North Bay Village but within Miami-Dade Legal Boundaries)

3C$ 77.00 (to a location within Broward or Palm Beach County Legal Boundaries)

3D$ 77.00 (to a location not within the Tri-County area of Miami-Dade, Broward or Palm Beach Counties)

4. Management and Operation of a Temporary Debris Staging and Reduction Site per incoming Cubic Yard $3.00

5. Debris Reduction by Chipping/Grinding per Cubic Yard $1.00

6. Freon Management and Recycling Per Unit $1.00

7. Animal Carcass Collection, Hauling, and Final Disposal per Pound $1.00

8. Loading and Hauling Debris Reduction By-Products to a Final Disposal Site per Cubic Yard $9.00

9. Loading and Hauling Household Hazardous Waste to a Final Disposal Site per Pound $1.00

10. Loading and Hauling abandoned vehicles and derelict vessels (land based) to a Final Disposal Site per Unit $150.00

11. Hazardous Stump Removal, Loading and Hauling to a Temporary Debris Staging and Reduction Site:

    A. 24 inch to 35.99 inch diameter Each $300.00

    B. 36 inch to 47.99 inch diameter Each $400.00

    C. 48 inch and larger diameter Each $500.00

12. Hazardous Leaners Loading and Hauling to a Temporary Debris Staging and Reduction Site:

    A. 6 inch to 23.99 inch diameter Each $175.00

    B. 24 inch to 35.99 inch diameter Each $550.00

    C. 36 inch to 47.99 inch diameter Each $950.00

    D. 48 inch and larger diameter Each $1100.00

13. Hangers 2 inches and greater per tree $ 195.00

14. Cleaning of Catch Basins (Includes disposal) Each $ 400.00

15. Cleaning of Drainage Pipes Linear Feet $ 65.00

16. Clean, Fill Dirt per Cubic Yard $ 40.00

17. Clean, Fill Dirt and Sodding per Cubic Yard $ 51.00

18. Re-sodding all areas after debris removal $ 26.00

19. Cleaning asphalt areas after debris removal $ 100.00

Part C: EQUIPMENT RATES

Item / Description – or equivalent		Hourly Price
1.	JD 544 Wheel Loader with debris grapple	$ 145.00
2.	JD 644 Wheel Loader with debris grapple	$ 165.00
3.	Extendaboom Forklift with debris grapple	$ 90.00
4.	753 Bobcat Skid Steer Loader with debris grapple	$ 145.00
5.	753 Bobcat Skid Steer Loader with bucket	$ 155.00
6.	30-50 HP Farm Tractor with box blade or rake	$ 90.00
7.	2 - 21/2 cu. yd. Articulated Loader with bucket	$ 170.00
8.	3 – 4 cu. yd. Articulated Loader with bucket	$ 190.00
9.	JD 648E Log Skidder, or equivalent	$ 110.00
10.	CAT D4 Dozer	$ 80.00
11.	CAT D5 Dozer	$ 110.00
12.	CAT D6 Dozer	$ 135.00
13.	CAT D7 Dozer	$ 145.00
14.	CAT D8 Dozer	$ 235.00
15.	CAT 125 – 140 HP Motor Grader	$ 160.00
16.	JD 690 Trackhoe with debris grapple	$ 170.00
17.	JD 690 Trackhoe with bucket & thumb	$ 175.00
18.	Hand-Fed Debris Chipper	$ 40.00
19.	300 – 400 HP Horizontal Grinder	$ 300.00
20.	800 – 1,000 HP Horizontal Grinder	$ 400.00
21.	30 Ton Crane	$ 200.00
22.	50 Ton Crane	$ 300.00

23.	100 Ton Crane (8 hour minimum)	$ 800.00
24.	40 – 60' Bucket Truck	$ 205.00
25.	Greater Than 60' Bucket Truck	$ 270.00
26.	Fuel / Service Truck	$ 110.00
27.	Water Truck	$ 140.00
28.	Portable Light Plant	$ 45.00
29.	Lowboy Trailer with Tractor	$ 110.00
30.	Flatbed Truck	$ 35.00
31.	Pick-up Truck (unmanned)	$ 10.00
32.	Self-Loading Dump Truck with debris grapple	$ 310.00
33.	Single Axle Dump Truck, 5 – 12 cu. yd.	$ 170.00
34.	Tandem Axle Dump Truck, 16 – 20 cu. yd.	$ 190.00
35.	Tandem Axle Dump Truck, 21 – 30 cu. yd.	$ 195.00
36.	Tandem Axle Dump Truck, 31 – 50 cu. yd.	$ 200.00
37.	Tandem Axle Dump Truck, 51 – 80 cu. yd.	$ 210.00
38.	Temporary Office Trailer DAILY RATE →	$ 400.00

Part D: EMERGENCY POWER GENERATORS AND SUPPORT EQUIPMENT

Item / Description – or equivalent	Cost Per Day (24 hours)	Cost Per Week (7 days)
1. 10 KW Generator	$ 45.00	$ 300.00
2. 15 KW Generator	$ 45.00	$ 300.00
3. 25 KW Generator	$ 50.00	$ 350.00
4. 50 KW Generator	$ 75.00	$ 525.00
5. 75 KW Generator	$ 110.00	$ 750.00
6. 100 KW Generator	$ 120.00	$ 850.00
7. 175 KW Generator	$ 200.00	$ 1400.00
8. 250 KW Generator	$ 245.00	$ 1700.00
9. 300 KW Generator	$ 285.00	$ 2000.00
10. 350 KW Generator	$ 500.00	$ 3500.00
11. 500 KW Generator	$ 615.00	$ 4300.00
12. 750 KW Generator	$ 785.00	$ 5500.00

13. 800 KW Generator	$ 1,000.00	$ 7,000.00
14. 1000 KW Generator	$ 1,215.00	$ 5,500.00
15. 1250 KW Generator	$ 1,355.00	$ 9,500.00
16. 1500 KW Generator	$ 1,500.00	$ 10,500.00
17. 1750 KW Generator	$ 1,640.00	$ 11,500.00
18. Trailers	$ 170.00	$ 1,210.00
19. Cables (400 amp) 50 ft	$ 180.00	$ 1265.00

Part E: OPTIONAL SERVICES

Optional Services	Unit	Price
3. Removal of motor vehicles including towing, processing and disposal	PER Vehicle	$ 300.00
4. Removal of boats including towing, processing and disposal Per LF of	PER LF of Vessel	$ 61.00
5. Provision of emergency potable water	PER Gallon	$ 2.00
6. Provision of emergency ice	PER LB	$ 1.00
7. Temporary bathrooms / port-o-lets PER	PER Unit	$ 175.00
8. Provision of temporary satellite phones PER	PER Phone/Per Day	$ 50.00
9. Sewer and catch basin cleaning including transportation and Disposal	PER EA	$ 410.00

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the Contract by North Bay Village. The undersigned further certifies that he/she has read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Authorized Signatory: _____

Executed by: Tipton F. Rowland

(Type or print name)

Title: CEO

For (Company): TFR Enterprises, Inc.

Address: 1011 Leander Dr. Leander, Tx. 78641

Telephone Number: 512.260.3323 Fax Number: 512.523.1942

Contact Email: tiffany@tfrinc.com

Proposal Checklist

Is there at least ~~five~~ 1 paper copies of the proposal submitted to the Village? Yes ✓ Initial TR

Is there ~~two~~ one electronic copies of the proposal submitted to the Village, along with all the completed attachments (A, B, C, D, E, F, G H, I)? Yes ✓ Initial TR

* according to Addendum #2

Please confirm receipt of addenda:

I received Addendum # 1 Dated June 11, 2018 Initial TR

I received Addendum # 2 Dated June 14, 2018 Initial TR

I received Addendum #____ Dated _____ Initial _____

Did you receive any additional addenda? If so, please specify: _____

PLEASE PRINT

NAME: Tipton F. Rowland

COMPANY: TFR Enterprises, Inc

STREET ADDRESS: 401 Leander Drive

CITY & STATE: Leander, Texas

ZIP CODE: 78641 TELPHONE: (512) 260.3322

EMAIL: tiffany@tfrinc.com

SIGNATURE: [signature]

TITLE: CEO

ATTACHMENT C
Vendor Information Form

Operating Name (Payee)	TFR Enterprises, Inc
Legal Name (as filed with IRS)	TFR Enterprises, Inc
Remit-to-Address (For Payments)	601 Leander Drive
	Leander, TX 78641
Remit-to-Contact Name:	Tiffany Jean
Email Address:	tiffany@tfrinc.com
Phone # and Fax#:	(512)260-3322 or (512)528-1942
Order from Address (For Purchase Orders)	same
Order from Contact Name:	same
Email Address:	
Phone # and Fax#:	
Return-to-Address (For Product returns)	same
Return-to-Contact Name	same
Email Address:	
Phone# and Fax#:	
Payment Terms:	net 10

Type of Business (please check one and provide Federal Tax Identification or Social Security Number)

✓ **Corporation** — **Federal ID Number:** 72-1149862

___ **Sole Proprietorship/Individual** — **Social Security No.:** _____

___ **Partnership**

___ **Health Care Service Provider**

___ **LLC-C (C corporation) – S (S corporation) – P (partnership)**

___ **Other (Specify):** _____

Name & Title of Applicant Tipton F. Rowland

Signature of Applicant _____ **Date:** 6/20/18

Attachment C

Form **W-9** (Rev. January 2011) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return): TFR Enterprises, Inc

Business name/disregarded entity name, if different from above:

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.): 601 Leander Drive

Requester's name and address (optional):

City, state, and ZIP code: Leander, Tx. 78641

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number: ☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number: 72-1114986 2

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

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 on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 6/20/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

ATTACHMENT D

NON-COLLUSIVE AFFIDAVIT

STATE OF Texas

COUNTY OF Williamson

Tipton F. Rowland being first duly sworn, deposes and says that:

BIDDER is the

Owner

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: [signature]

Subscribed and sworn to before me this 20th day of June, 2018.

TIFFANY WILKES
My Notary ID # 123933814
Expires January 27, 2022

Tiffany Wilkes
Notary Public (Signature)

My Commission Expires:
January 27, 2022

ATTACHMENT E

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

TFR Enterprises, Inc
1601 Leander Drive
Leander, Tx. 78641

Contact Person's Name and Title: Tiffany Jean, Contract Administrator

PROPOSER'S Telephone and Fax Number: (512) 260-3322 or (512) 528-1942

PROPOSER'S License Number: CRC1331035
(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: 72-1149862

Number of years your organization has been in business 28 years

State the number of years your firm has been in business under your present business name 28 years

State the number of years your firm has been in business in the work specific to this RFP: 28 years

Names and titles of all officers, partners or individuals doing business under trade name:

Tipton F. Rowland, CEO
Julie Rowland CFO

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☒

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATE. (ATTACH IN PROPOSER EXHIBIT SECTION)

ATTACHMENT E

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the Village and shall render the proposer RFP submittals non-responsive.

None

At what address was that business located?

Name, address and telephone number of surety company and agent who will provide the required bonds on this contract:

Baldwin Cox Allen – Brock Baldwin
5930 Preston View Blvd, Ste. 200
Dallas, Tx. 75240

Have you ever failed to complete work awarded to you? If so, when, where and why?

Never

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

yes

Will you subcontract any part of this WORK? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Depends on the size of the event. If necessary, TFR will sub 10% hauling to Timberline Trading and 10% Tree Trimming to Kansas City Tree.

ATTACHMENT E

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary and involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

N/A

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

N/A

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last ten (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

Please see enclosed.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

N/A

ATTACHMENT E

Has the Proposer, its principals, officers or predecessor organization (s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

N/A

Are you an [X] Original provider [ ] ales representative [ ] ributor, [ ] ker [ ] Manufacturer [ ] other, of the commodities/services proposed upon? If other than the original provider, explain below:

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

Never

Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

Plantation, Florida Hurricane Irma

Homestead, Florida Hurricane Irma

Miami-Dade, Florida Hurricane Irma

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the VILLAGE in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Tipton F. Rowland, CEO

By _____
(Signature)

ATTACHMENT F

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the NORTH BAY VILLAGE by:

Tipton F. Rowland, CEO
[print individual's name and title]

for TFR Enterprises, Inc
[print name of entity submitting sworn statement]

whose business address is 1601 Leander Drive
Leander, Tx. 78641

and (if applicable) its Federal Employer Identification Number (FEIN) is 72-1149802 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person

controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

Signature (Blue ink only)

ATTACHMENT F

STATE OF ~~FLORIDA~~ Texas)
COUNTY OF ~~MIAMI-DADE~~ Williamson)

On this the 20th day of June, 2018, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) Tipton E. Rowland and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Tiffany Wilkes
Notary Public, State of ~~Florida~~ Texas

NOTARY PUBLIC SEAL OF OFFICE

TIFFANY WILKES
My Notary ID # 123933614
Expires January 27, 2022

(Name of Notary Public: print, stamp or type as commissioned.

✓ Personally known to me, or

___ Personal identification:

(Type of Identification Produced)

___ Did take an oath, or

___ Did Not take an oath

ATTACHMENT F1

E-VERIFY ACKNOWLEDGEMENT

RFP#: NBV 2018-003

Project Description: Disaster Debris Management Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant:

1. Shall utilize the United States (U.S.) Department of Homeland Security's E-Verity system to verify employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Contract Firm: TFL Enterprises, Inc.

Authorized Signature: [signature]

Title: CEO Date: 6/20/18

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/21/2018

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 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 Higginbotham Insurance Agency, Inc. 1221 S. Mopac Expy., Suite 160 Austin TX 78746	CONTACT NAME: Raelyn Brannan PHONE (A/C, No, Ext): 817-349-2315 FAX (A/C, No): 817-347-6981 E-MAIL ADDRESS: rbrannan@higginbotham.net
INSURED TFREN T.F.R. Enterprises, Inc. Sharon Lyell 601 Leander Drive Leander TX 78641	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : STARR SURPLUS LINES INS. CO. — 13604 INSURER B : Starr Indemnity & Liability Co. — 38318 INSURER C : Texas Mutual Insurance Company — 22945 INSURER D : Argonaut Insurance Companies — 19801 INSURER E : The Travelers Lloyds Insurance Co — 41262 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1582412375 **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	X COMMERCIAL GENERAL LIABILITY			1000066507171	12/31/2017	12/31/2018	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	X 5,000						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:						ContractorsPollution	$ 1,000,000
B	AUTOMOBILE LIABILITY			1000199116171	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [ ] OCCUR			1000337045171	12/31/2017	12/31/2018	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED X RETENTION $ 0							$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			0001209012 WC928228359384	1/1/2018 1/1/2018	1/1/2019 1/1/2019	[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E B	Leased/Rented Equipment Hired - Physical Damage			QT6608071X472TLC17 1000199116171	12/31/2017 12/31/2017	12/31/2018 12/31/2018	Limit - 700,000 Comp Deductible Collision Deductible	$5,000 Full Deductible $250

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

The General Liability, Auto policies includes a blanket automatic additional insured provision that provides additional insured status to the certificate holder when required by written contract.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

The General Liability, Auto and Workers' Compensation policy includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

See Attached...

CERTIFICATE HOLDER

North Bay Village
1666 Kennedy Causeway
Suite 300
North Bay Village FL 33141
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: TFREN

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	T.F.R. Enterprises, Inc. Sharon Lyell 601 Leander Drive Leander TX 78641
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the certificate holder.

Umbrella is follow form

ACORD 101 (2008/01)

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ATTACHMENT H – QUALIFICATION FORMS

The forms located in this section of the RFP shall be included in the Sealed Proposal. Forms not completed in full may result in disqualification.

(This space intentionally left blank)

ATTACHMENT II – QUALIFICATION FORMS

The forms located in this section of the RFP shall be included in the Sealed Proposal. Forms not completed in full may result in disqualification.

(This space intentionally left blank)

FORM 1
PROPOSAL PRICING SHEET

Provide a proposal containing a total price to perform the work as described in this request for proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount.

	2018	2019	2020
TOTAL FEE	$	$	$

Taxpayer Identification Number: 72-1149862

BIDDER: TFR enterprises, Inc.
(Company Name)

(Signature of Authorized Representative)

Tipton F. Rowland, CEO
(Printed Name and Title)

FORM 2
PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Proposer):
TFR Enterprises, Inc.

Principal Business Address:
601 Leander Drive
Leander, TX 78641

2. Principal Contact Person(s):
Tiffany Jean
(512) 565-0710 cell

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):
Corporation

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
Jifton F. Rowland	12408 Cedar St. Austin 78732	CEO
Julie Rowland	12408 Cedar St. Austin 78732	CFO

* Both authorized to sign

If a corporation, in what state incorporated: Tennessee
Date Incorporated: 12 (Month) 12 (Day) 1989 (Year)
If a Joint Venture or Partnership, date of agreement: _____

5. List all firms participating in this project (including subcontractors, etc.):

Name	Address	Title
1. TFR Ent. Inc	601 Leander Dr. Leander TX 78691	
2. Timberline Trading	PO BOX 643 Lathrop MO. 644465	
Kansas City Tree	5217 Walmer Mission, KS. 66202	

6. Outline specific areas of responsibility for each firm listed in Question 5.

1. Hauling Services
2. Tree Trimming

7. Licenses:

   a. County or Municipal Occupational License No. _____
   (Attach Copy)

   b. Occupational License Classification: _____

   c. Occupational License Expiration Date: _____

   d. Social Security or Federal I.D. No: 72-1149862

FORM 3
PERSONNEL

For each person providing services sought in the RFP, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the Proposer.

A. Name & Title Please see enclosed resumes

B. Years of Experience with this company:
With Other Similar companies:

C. Education:

Degree(s)

Year/Specialization

D. Professional References: (List a minimum of 3)

E. Other Relevant Experience and Qualifications

F. Attach applicable licenses for each individual performing services pursuant to this Contract.

FORM 4
REFERENCES

The Proposer shall provide a minimum of three (3) references of public and or private agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

1. Name of Agency: USACE
   Address: 915 Wilshire Blvd, Suite 930
   Los Angeles, CA. 90017
   Phone Number: (661) 205-7222
   Principal Contact Person(s): Tracy Eccles
   tracy.l.eccles@usace.army.mil
   Year Contract Initiated: 2018
2. Name of Agency: City of Plantation
   Address: 400 NW 73rd Avenue
   Plantation, FL. 33317
   Phone Number: (954) 452-2535
   Principal Contact Person(s): Steve Rodgers
   Srodgers@plantation.org
   Year Contract Initiated: 2017
3. Name of Agency: City of Homestead
   Address: 100 Civic Court
   Homestead, FL. 33030
   Phone Number: (305) 224-4842
   Principal Contact Person(s): Dennis Maytan
   dmaytan@cityofhomestead.com
   Year Contract Initiated: 2017

FORM 5
DRUG-FREE WORKPLACE

The undersigned vendor / contractor (company) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that TAL Enterprises, Inc. does:
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, 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 contractual services that are under consideration a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by 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.

7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature (Blue ink only)

Tipton F. Rowland
Print Name

CEO
Title

6/20/18
Date

Witness my hand and official notary seal/stamp at 601 Leander Dr. the day and year written above

STATE OF ~~FLORIDA~~ Texas)
) SS:
COUNTY OF ~~MIAMI-DADE~~ Williamson)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Tipton F. Rowland as CEO, of TFR Enterprises, Inc, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of TFR Ent. Inc for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. (He/She) is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 20th day of June, 2018.

Tiffany Wilkes
NOTARY PUBLIC

My Commission Expires: January 27, 2022

TIFFANY WILKES
My Notary ID # 123933814
Expires January 27, 2022

FORM 6
ACKNOWLEDGMENT OF ADDENDA

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	6/11/18	Tipton Rowland	CEO	
2	6/14/18	Tipton Rowland	CEO	

North Bay Village
Administrative Offices
1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141
Tel: (305) 756-7171 | Fax: (305) 756-7722 | Website: ww.nbvillage.com

Addendum 1

Issued on June 11, 2018

BID NO. 2018-003
FOR
DISASTER AND DEBRIS MANAGEMENT SERVICES

Issued by: North Bay Village

Sealed Responses clearly labeled with the RFP title and number must be received by mail or hand delivered on or before June 22, 2018, no later than 4:00 P.M. local time. The proposals will be publicly opened shortly thereafter in the Office of the Village Clerk.

Notice to all Bidders:

PROOF OF RECEIPT

Recipient Signature: _____
Print Name: Tipton F. Rowland
Company: TFR Enterprises, Inc.
Date: 6/20/18

SUBMIT WITH BID RESPONSE

North Bay Village
Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website:
www.nbvillage.com

Addendum #2
Issued on June 14, 2018

RFP No. NBV 2018-003
Disaster and Debris Management Services

Notice to Bidders:

Question 1:
What is the correct document number?

Response:
The Request for Proposal Number is RFP No. NBV 2018-003.

Question 2:
When is RFP No. NBV 2018-003 due:

Response:
Sealed Responses clearly labeled with the RFP title and number (Disaster and Debris Management Services - RFP No. NBV 2018-003) must be received on or before June 22, 2018, no later than 4:00 P.M. local time.

Question 3:
Form 1 Proposal Pricing Sheet found on page 60 – As this is a pre-event contract where the quantities are unknown, does the Town want to issue a Not to Exceed price to be used here?

Response:
If the specified number is exceeded, what is the additional cost?

Question 4.
How will the "Labor" Section Brates be evaluated against the Section A – General Services? Do they hold any weight in the total assigned percentage points towards the pricing schedule? If so, how much weight do they hold?

Response:
Disregard Attachment B, Form 1 Proposal Pricing Sheet and use Exhibit 1 attached to this Addendum.

Question 5.
Does the City have a list of approved DMS locations? If so, please provide address?

Response:
The Village does not have a list of DMS locations.

Question 6.
Will DMS locations be inside Town limits?

Response:
DMS locations will be inside the Village limits.

Question 7.
Will the drop off location for citizens be located inside the town limits?

Response:
Yes. The drop off location for citizens will be located inside the town limits.

Question 8.
P. 34 states that Attachment F is the Homeland Security's E-Verify System Affirmation Statement but the form is labeled Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Public Entity Crimes

a. Are we to fill out this form?
b. Do we need the E-verify form?

Response:
Yes. Complete the "Sworn Statement" form included in the package, as well as the Homeland Security's E-Verification System Affirmation Statement Attachment F1 attached to this Addendum.

Question 9.
P. 25 states that the bid security must be submitted through Demandstar. I do not see a section where we can upload documents. Please confirm that this is correct.

Response:
All responses to this Request for Proposal along with any related attachments must be submitted to the Village Clerk's Office at North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141, either by mail or in person on or before 4:00 P.M. on June 22, 2018. No documents are to be provided through DemandStar.

Question 10:

Regarding rfp 2018-003, The rfp states submittal online through demandstar as well as 6 copies and two electronic copies. Is this correct? Are we to submit online as well as 6 copies and two electronic copies?

Response:
All responses to this Request for Proposal along with any related attachments must be submitted to the Village Clerk's Office at North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141, either by mail or in person on or before 4:00 P.M. on June 22, 2018. No documents are to be provided through DemandStar.

Respondents must submit an original unbound package, six (6) additional copies, and one (1) CD ROM to the Office of the Village Clerk, North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

PROOF OF RECEIPT

Recipient Signature: [signature]
Print Name: Tipton F. Rowland
Company: TFR Enterprises, Inc.
Date: 6/20/18

SUBMIT WITH BID RESPONSE

FORM 7
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is CEO of TFR Enterprises, Inc, the Proposer that has submitted the attached Proposal;

2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.

   (b) Additionally, the Proposer agrees and understands that Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

Signature (Blue ink only)

Tipton F. Rowland
Print Name

CEO
Title

6/20/18
Date

[Acknowledgment on following page.]

Witness my hand and official notary seal/stamp at 601 Leander Dr. the day and year written above

STATE OF ~~FLORIDA~~ Texas)
) SS:
COUNTY OF ~~MIAMI-DADE~~ Williamson)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Tipton F. Rowland as CEO, of TFR Enterprises, Inc, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of TFR ent. Inc for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. (He)/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 20th day of June, 2018.

Tiffany Wilkes
NOTARY PUBLIC

My Commission Expires:

TIFFANY WILKES
My Notary ID # 123933814
Expires January 27, 2022

Witness my hand and official notary seal/stamp at 601 Leander Dr. the day and year written above

STATE OF ~~FLORIDA~~ Texas)
) SS:
COUNTY OF ~~MIAMI-DADE~~ Williamson)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Tipton F. Rowland as CEO, of TFR Enterprises, Inc, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of TFR Ent. Inc for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 30th day of June, 2018.

Tiffany Wilkes
NOTARY PUBLIC

My Commission Expires:

TIFFANY WILKES
My Notary ID # 123933814
Expires January 27, 2022

FORM 8
CERTIFICATION TO ACCURACY OF PROPOSAL

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is CEO of TFR Enterprises, Inc. the PROPOSER that has submitted the attached Proposal;

2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;

3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;

4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

5. No information that is included in such Forms, Affidavits or documents is false or misleading.

Signature (Blue ink only)

Tipton F. Rowland
Print Name

CEO
Title

6/20/18
Date

Witness my hand and official notary seal/stamp at 1601 Leander Dr. the day and year written above

STATE OF ~~FLORIDA~~ Texas)
) SS:
COUNTY OF ~~MIAMI-DADE~~ Williamson)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Tipton F. Rowland as CEO, of TFR Enterprises, Inc, an organization authorized to do business in the State of Florida, and acknowledged executing the

foregoing Form as the proper official of TFL Enterprises, Inc for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. (He/She) is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 20th day of June, 2018.

Tiffany Wilkes
NOTARY PUBLIC

My Commission Expires: January 27, 2022

TIFFANY WILKES
My Notary ID # 123933814
Expires January 27, 2022

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
TFR Enterprises, Inc
601 Leander Drive
Leander, TX 78641

SURETY:
(Name, legal status and principal place of business)
Westchester Fire Insurance Company
436 Walnut Street, P.O. Box 1000
Philadelphia, PA 19106

Mailing Address for Notices
Westchester Fire Insurance Company
436 Walnut Street, P.O. Box 1000
Philadelphia, PA 19106

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
North Bay Village
1666 Kennedy Causeway,North Bay Village, FL 33141

BOND AMOUNT: Five Thousand and no/100ths Dollars ($5,000.00)

PROJECT:
(Name, location or address, and Project number, if any)
RFP #: 2018-003, Disaster and Debris Management Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **15th** day of **June** **2018**

Witness: Tiffany Wilkes

TFR Enterprises, Inc *(Principal)* *(Seal)*

By: _____
(Title)

Witness: Sharon Grant
(Witness) **Sharon Grant**

Westchester Fire Insurance Company *(Surety)* *(Seal)*

By: _____
(Title) **Brock Baldwin** Attorney-in-Fact

S-0054/AS 8/10

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2005, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

Does hereby nominate, constitute and appoint Blaine Allen, Brady K Cox, Brent Baldwin, Brock Baldwin, Michael B Hill, Russell Frenzel, Trenae Donovan, William D Baldwin all of the City of DALLAS, Texas, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding FIVE MILLION DOLLARS & ZERO CENTS ($5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 13 day of November 2017.

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney , Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 13 day of November, 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the Cityof Philadelphia the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 26, 2018

Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 15th day of June 2018.

Dawn M. Chloros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER NOVEMBER 13, 2019.

HEAT SENSITIVE SHIELD FADES WITH HEAT OR TOUCH

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

UNAUTHORIZED COPY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

FUZZELL, ROBERT HUNTER
T.F.R., INC. OF TEXAS
601 LEANDER DR
LEANDER TX 78641

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CRC1331035 ISSUED: 08/04/2016

CERTIFIED RESIDENTIAL CONTRACTOR
FUZZELL, ROBERT HUNTER
T.F.R., INC. OF TEXAS

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1608040001603

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CRC1331035	

The RESIDENTIAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

FUZZELL, ROBERT HUNTER
T.F.R., INC. OF TEXAS
601 LEANDER DR
LEANDER TX 78641

ISSUED: 08/04/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1608040001603

2018 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F02000004640

Entity Name: T.F.R., INC. OF TEXAS

Current Principal Place of Business:

601 LEANDER DR
LEANDER, TX 78641

Current Mailing Address:

601 LEANDER DR
LEANDER, TX 78641

FEI Number: 72-1149862

FILED
Jan 15, 2018
Secretary of State
CC4836342045

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	CP	Title	S
Name	ROWLAND, TIPTON F	Name	ROWLAND, JULIE
Address	12408 CEDAR ST	Address	12408 CEDAR ST.
City-State-Zip:	AUSTIN TX 78732	City-State-Zip:	AUSTIN TX 78732

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JULIE ROWLAND SECRETARY 01/15/2018

Electronic Signature of Signing Officer/Director Detail — Date

State of Florida
Department of State

I certify from the records of this office that T.F.R., INC. OF TEXAS is a Tennessee corporation authorized to transact business in the State of Florida, qualified on September 10, 2002.

The document number of this corporation is F02000004640.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on January 15, 2018, 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 Thirteenth day of June, 2018

Ken Detzner

Secretary of State

Tracking Number: CU9920942323

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

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

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CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

Nonsystems

Name/Address of Contractor:

Company Name: T.F.R. ENTERPRISES, INC.

Division Name:

Street Address: 601 LEANDER DR

City: LEANDER

State/Province: TX Zip Code: 786412026

Country: USA

CAGE Code: 0R4H4

DUNS Number: 081346561

PSC: S299 NAICS Code: 562119

Evaluation Type: Final

Contract Percent Complete: 100

Period of Performance Being Assessed: 01/28/2018 - 02/28/2018

Contract Number: W912P814D0019 W912PL18F0021 **Business Sector & Sub-Sector:** Nonsystems - Facilities Services

Contracting Office: W075 ENDIST LOS ANGELES **Contracting Officer:** JAMES M. COSTANTINO **Phone Number:** 213-452-3237

Location of Work:

Santa Barbara County, CA

Award Date: 01/28/2018 **Effective Date:** 01/28/2018

Completion Date: 02/28/2018 **Estimated/Actual Completion Date:** 02/11/2018

Total Dollar Value: $2,378,575 **Current Contract Dollar Value:** $2,378,575

Complexity: Medium **Termination Type:** None

Competition Type: Full and Open Competition after Exclusion of Sources **Contract Type:** Firm Fixed Price

Key Subcontractors and Effort Performed:

DUNS:

Effort:

DUNS:

Effort:

DUNS:

Effort:

Project Number:

Project Title:

Emergency Debris Removal, Toro Basins, Santa Barbara County, CA

Contract Effort Description:

Emergency debris removal from Toro Basins in Santa Barbara County. Contract included management, and safety, of equipment operations, coordinating and scheduling debris removal in an emergency environment. Types of debris included trees, mud, sediment, rocks of all sizes, and other miscellaneous debris. Contract also included asphalt pavement repairs.

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	N/A	Exceptional
Schedule:	N/A	Exceptional
Cost Control:	N/A	N/A
Management:	N/A	Exceptional
Small Business Subcontracting:	N/A	N/A
Regulatory Compliance:	N/A	N/A

Other Areas:

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(1) SAFETY:	Exceptional
(2) :	N/A
(3) :	N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

Assessing Official Comments:

QUALITY: T.F.R. Enterprises, Inc. performed extremely well in an emergency environment. T.F.R. responded with less than 48 hours to the Governments need for assistance removing debris in the Santa Barbara County area, due to rains and flooding that occurred on January 8th, 2018. Contractor submitted comprehensive proposals for the work allowing negotiating and award to occur within 2 days of proposal request letter.
T.F.R. completed their work ahead of schedule and exceeded expectations for quality all while working around the clock, 24 hours per day, 7 days per week.

SCHEDULE: T.F.R. completed the debris removal approximately 2 weeks ahead of the scheduled completion date.

MANAGEMENT: T.F.R. Management met the Governments need for immediate response to the emergency debris mission in Santa Barbara County, CA. T.F.R. scheduled their crews to be onsite within 48 hours of award. Additionally T.F.R. managed crew shifts to work around the clock (24 hours a day, 7 days a week).

OTHER AREAS: SAFETY: While working very difficult schedules and around the clock hours, T.F.R. exceeded safety requirements to ensure safe working conditions. T.F.R. maintained an exemplary safety record on this project while working around the clock hours for multiple weeks with no loss time incidents, safety issues, or concerns.

ADDITIONAL/OTHER: T.F.R. responded quickly to the Governments initial requests. Their efforts contributed directly to the success of the Santa Barbara Floor Debris Removal Mission.

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name: TRACY ECCLES

Title: Contracting Officer's Representative

Organization: US Army Corps of Engineers

Phone Number: 661-265-7222 * 1245 Email Address: tracy.l.eccles@usace.army.mil

Date: 06/06/2018

Contractor Comments:

ADDITIONAL/OTHER: Contractor agrees with the ratings assigned.

CONCURRENCE: I concur with this evaluation.

Name and Title of Contractor Representative:

Name: Tiffany Jean

Title: Contract Administrator

Phone Number: 512-260-3322 Email Address: tiffany@tfrinc.com

Date: 06/07/2018

Review by Reviewing Official:

Review by Reviewing Official not required.

Name and Title of Reviewing Official:

Name:

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Title:

Organization:

Phone Number: Email Address:

Date:

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OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

PUBLIC WORKS DEPARTMENT
Edward J. Consaul,
Director

Plantation
the grass is greener®

CITY COUNCIL
Lynn Stoner, President
Mark Hyatt, Council President ProTem
Jerry Fadgen
Ron Jacobs
Peter S. Tingom

Tipton F. Rowland
TFR Enterprises. Inc.
601 Leander Drive
Leander, Texas 78641

Dear Mr. Rowland,

Please except this letter of recommendation from the City of Plantation, Florida. We would like to thank TFR Enterprises for their immediate response and your diligence with completing emergency debris removal within the time and scope of the terms of our contract. In 2017, Hurricane Irma devastated the city of Plantation, Florida. TFR Enterprises was successful with completing the debris removal and recovery efforts for our community.

Sincerely,

Steve L. Rodgers II
Assistant Director of Public Works
City of Plantation, Florida

750 NW 91st Avenue ◆ Plantation, Florida 33324
954.452.2535 ◆ econsaul@Plantation.org

OVERTON COUNTY GOVERNMENT

317 E. University Street, Suite 1 • Livingston, TN 38570
Phone: (931) 823-5638 • Fax: (931) 823-9417 • E-mail: overtonexec@twlakes.net

Ben Danner
County Executive

May 26, 2015

Tipton Rowland
TFR Enterprises, INC
601 Leander Drive
Leander, Texas 78641

Dear Tipton Rowland

Please accept this letter as a sincere expression of thanks for the excellent service that your company and staff provided to the citizens of Overton County in the removal of vegetative debris resulting from our January 2015 Ice Storm.

We appreciate the cooperation of your personnel throughout the project. The timeliness, diligent work and communication helped make this project successful. The professionalism displayed throughout the contract evidences the highest quality of service, machinery, and personnel.

Please feel free to have future clients contact myself or my staff for a recommendation of TFR Enterprises, INC and the services they provide.

Sincerely,

Ben Danner
Overton County Executive

RANDY
PORTER
COUNTY EXECUTIVE

May 27, 2015

To Whom It May Concern:

RE: TFR Enterprises

TFR Enterprises was chosen as Putnam County's contractor for debris removal from the 2015 Ice Storm that hit our County. We were extremely pleased with the services provided by TFR. All of the employees were very professional, knowledgeable and did a great job. We had over 100,000 cubic yards of debris to remove and I did not have one complaint from the citizens concerning TFR. To me that is absolutely amazing!

I would highly recommend TFR Enterprises for Disaster Recovery and debris removal.

Sincerely,

Randy Porter
County Executive

Putnam County Executive • 300 E. Spring St., Room 8 • Cookeville, TN 38501
PHONE: (931) 526-2161 • FAX: (931) 528-1300 • rporter@putnamcountytn.gov

T.F.R. Enterprises, Inc.
DISASTER RESPONSE DIVISION

Title Page

June 20, 2018
TFR Enterprises, Inc
Tiffany Jean, Contract Administrator
(512) 565-0710
tiffany@tfrinc.com
601 Leander Drive
Leander, Texas 78641

T.F.R. Enterprises, Inc.
DISASTER RESPONSE DIVISION

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T.F.R. Enterprises, Inc.
DISASTER RESPONSE DIVISION

June 20, 2018

North Bay Village
Office of the Village Clerk
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

RE: RFP NO. 2018-003

To Whom It May Concern:

The TFR family wishes you the best in your selection of a Disaster Recovery Contractor. We understand that the selection of an emergency contractor is a major decision and we genuinely appreciate you taking TFR Enterprises into consideration. We comprehend and are undaunted by the challenges you may face, as we have been through the process and recovery with over 150 clients who have been impacted by devastating events. TFR Enterprises, Inc. is a national disaster and debris management corporation based in Leander, Texas. With over 28 years of disaster recovery experience, TFR has collected and processed over 25,000,000 cubic yards of debris. We are proud to be recognized for our quality of work and capabilities by being **awarded two divisions on the ACI-USACE debris removal contract.** TFR is prepared, equipped, and ready to provide you with a turnkey, expedited, cost effective emergency response solution.

Capacity. No job or disaster is too large for TFR to handle. Our experience speaks of itself. In response to the devastating 2005 Hurricane Season where we hauled and processed over **6,000,000 cubic yards** in 180 days, simultaneously managing 14 TDSRS sites. During the 2008 Hurricane Season, TFR executed debris management for **1,800,000 cubic yards** using 10 TDSRS locations. **More recently, the 2017 Hurricane Season proved to be one of the most crippling in US history. TFR managed 21 projects in Texas, Florida, Puerto Rico, and California simultaneously.** With a subcontractor list numbering over 1,000 and a fleet of owned equipment, TFR Enterprises is prepared to tackle your greatest challenges.

Depth. Debris clearing, removal, and processing are only the initial phase of your recovery efforts. There are many ancillary tasks that must be undertaken for you and your citizens to get back to life as it was prior to the storm. TFR has extensive experience in all this work, including: land-clearing, stream and river clearing and diversion, tree removal, trimming and pruning on parks, golf courses and rights-of-way, tree repair and maintenance, debris recycling, tub grinding, hauling and demolition.

In-House Capacity. TFR owns over 150 pieces of equipment, including a fleet of self-loading debris hauling trucks, rubber-tired/tracked loaders, heavy-haulers, excavators, dozers, field offices, and eight (8) Diamond-Z Model 1463 Tub Grinders for vegetative debris reduction (grinding). Not only is this equipment uncommitted on current long-term contracts, but all of it is equipment that is primarily designed for use in debris removal operations. This resource of company-owned and controlled assets allows TFR to provide an expedient response.

With a geographical footprint that allows for quick response to North Bay Village, TFR can respond within hours to immediately begin emergency road clearance services to provide a vital lifeline for federal, state, and local emergency responders to assess damages. TFR's goal is to have a site ready for acceptance of storm-generated debris in less than 24 hours from Notice to Proceed. Our Mobile Command Units have full communications to assist you if your communication abilities have been

compromised. Project teams are immediately available to quantify debris, provide an overall damage estimate, and begin a recovery/removal plan.

At TFR, we know that projects of this scope can be of huge financial burden. Our staff is well trained in the FEMA reimbursement process and we are ready to assist you throughout the entire reimbursement process. **ALL TFR'S CLIENTS HAVE RECEIVED 100% OF THE ELIGIBLE REIMBURSABLE AMOUNT.** Our financial strength allows us to help you get the project kicked off and funded while the reimbursement process begins.

Differentiation. Many firms within our industry can provide the financial stability, past performance, and crews of subcontractors. TFR takes pride in having one of the industry's largest fleet of self owned and maintained equipment. This fleet allows us to mobilize in a more expeditious manner as well as perform many projects without the use of subcontractors; avoiding many of the issues entailed therein.

For contact purposes regarding this response, the Village's contact person will be our Contracts Administrator, Tiffany Jean. Mrs. Jean may be reached on her cell, (512) 565-0710 or via email at tiffany@tfrinc.com. She is ready to assist with any inquiries or concerns that you may have regarding this RFP response.

The principals of TFR Enterprises, Inc. declare that this proposal is in all respects and is submitted in good faith without collusion or fraud and the person signing this proposal is authorized to bind the corporation. Also, should TFR be selected we are committed to exceeding the expectations of this RFP.

TFR guarantees that we will comply with and meet the standards listed in the FEMA "Public Assistance Program and Policy Guide, April 2018."

TFR is currently wrapping up recovery efforts in Puerto Rico. This stage is being managed by one Project Manager and being performed with local subcontractors. Currently, 100% of TFR's resources are available to North Bay Village.

TFR would be the most beneficial contractor to North Bay simply because we're performance driven. This was proven during our capabilities to manage, equip, fund, and successfully close out 21 projects during the 2017 Hurricane Season.

Once again, thank you for the opportunity to submit this proposal for disaster debris removal and disposal to North Bay Village and its representatives.

Sincerely,

Tipton F. Rowland,
CEO/President
601 Leander Drive
Leander, Texas 78641
Office: 512-260-3322 ext. 200

Tab 3: Experience and Ability

Disasters are unpredictable. Disasters can vary in size, scope and intensity. Yet given this inherent unpredictability, governments can take the necessary steps to ensure the safety and relief of their constituency.

"TFR demonstrated knowledge of the work required, provided the necessary equipment to perform the work and performed their work in an expeditious manner."
Jeffrey Callahan, Manager
Boulder County, CO

At TFR, we address the needs of our clients long before the establishment of a relationship. Every project is different. Every state, county or city, desire and highlight different aspects of disaster relief and recovery that they deem MOST important. With this ever-changing landscape in mind, TFR continually stresses the proper due diligence and planning to fully comprehend the type of service that each client desires. We routinely review and criticize our operational and management plans to assure that we present the most practical, efficient structure to complete the project. TFR's knowledgeable management team retains over 55 years of experience responding to hurricanes, floods and other various disasters.



What allows TFR to provide an expedient response? Pre-planning certainly encompasses a large portion of this service. In addition, TFR maintains a fleet of over a hundred (150+) pieces of company-owned equipment pre-positioned across the Southeastern United States. By staging equipment directly outside the impact zone, TFR can respond within hours to immediately begin emergency road clearance services to provide a vital lifeline for federal, state and local emergency responders to assess damages. Furthermore, TFR can prep and construct a TDSR site for immediate acceptance of storm-generated debris in less than 24 hours. To fully augment our operational capacity and to aid the organization of relief efforts, Mobile Command Units can be deployed to enhance response and achieve greater coordination between parties. Concurrently, project teams scour the impacted area to quantify debris, deduce an overall damage estimate and adapt our preplan accordingly.



TFR prepares for economic instability in the immediate aftermath of natural or man-made disasters by maintaining strong relationships with suppliers and organizing resources for dispatch. Additionally, TFR owns the necessary equipment to house and feed personnel temporarily as the local business community reacts and rebounds from such a disaster. Other initial and vital supplies, such as fuel, parts trailers, welders, wood, and other necessities, are brought from the home office to certify that work stoppages shall not occur due to inadequate logistics. However, the backbone of our logistical support team is our maintenance crew. TFR would not be capable of providing the timely, cost-effective service that we do without the knowledge and experience our maintenance crew retains. With a dedicated warehouse at the home office to two (2) traveling equipment trailers, the TFR maintenance crews ensure that our equipment is functioning safely and efficiently with limited downtime. We strive to foresee any potential encumbrances and take the appropriate actions to safeguard against such occurrences.

Operationally, TFR manages on the principal of transparency. We always remain available to answer questions, address issues immediately, and submit reports on time. This is to the benefit of all parties

involved, as this is a team effort to respond to a major disaster. As safety and contract responsibility are the utmost priorities to the principals and officers of TFR, it is the policy of management to see that its employees and subcontractors conduct themselves with integrity and courtesy in the performance of their duties. Following a disaster event, there is an urgency to remediate the damage and return to normalcy as quickly as possible. The principals and officers of TFR firmly believe that this and price competitiveness can be achieved courteously and without sacrificing health, safety and contract integrity.

HISTORY

TFR Enterprises, Inc. is a Texas-based specialty contractor, first incorporated in 1989 in the State of Tennessee, actively participating in disaster recovery contracts nationwide since Hurricane Andrew in 1992. We have a history of safe, rapid and complete service in the industry with federal, state and local governments, providing expedient, cost-effective disaster debris management, removal, reduction and cleanup services to over 150 satisfied clients, as well as numerous private industries funded by the Federal Emergency Management Agency (FEMA).

A family-owned and operated corporation headquartered in Leander, Texas, 20 miles outside Austin, Texas; TFR also owns and operates a tub-grinding division, responsible for vegetative debris reduction and recycling projects. Although disaster response remains our primary scope of business, TFR exploits natural adaptations and synergies to complement our current service offerings to include land clearing, tree removal, trimming and pruning on parks, golf courses and right-of-way, tree repair and maintenance, debris management, tub grinding, hauling and demolition.

TFR owns over 150 pieces of equipment, including debris-handling trucks, such as self-loaders, heavy-haulers, excavators, dozers and numerous mobile command units. To accommodate our client's debris reduction needs, TFR also owns eight (8) Diamond Z 1463 Tub Grinders. With the largest collection of tub grinders in the industry, TFR can rapidly and efficiently dispose of massive amounts of storm generated debris. In addition, to our extensive list of company-owned equipment, TFR maintains highly valued, working relationships with over three hundred (300) subcontractors nationwide, who are versed in TFR project procedures and multiply the resources available to the project.

TFR has completed more than 75 projects in Disaster Response in the last five (5) years. We have successfully performed on USACE projects, and many other federal, state and local government projects. In the past, TFR has received multiple multimillion-dollar task orders from our clients spanning across a large geographical area. By applying our own resources and an efficient operational plan, we completed each designated task on time in compliance with FEMA guidelines.

TFR prides itself on being good at what we do, Debris Removal and Management. TFR dedicates 90% of its business to RFPs secured through federal, state and local governments. TFR owns ALL the resources to set up and operate eight (8) concurrent TDSR sites with our own forces and resources including deploying Mobile Command Units and other necessary equipment to get the job done. Simply put, TFR is results driven.

In addition to its equipment and personnel resources, TFR retains the financial strength to handle multiple large Delivery Orders under numerous contracts. Without difficulty or costly delays, TFR completed twenty-one (21) simultaneous projects in Florida, Texas, and Puerto Rico in the aftermath of a devastating 2017 hurricane season. With contracts, more than $40 MIL and in addition to our capacious past performance record, TFR demonstrated its financial ability to manage multiple projects given a broad geographical area. TFR completed this task through strong financial relationships, a professional

report with countless subcontractors and knowledgeable and reliable in-house resources to the fructification of local governments given varying project scopes.

When you hire TFR Enterprises, you get us, not a General Contractor with mostly subcontractors. We will arrive on time. We will self-perform all key elements of the project to ensure our end service, and in some cases, much of the entire Delivery order with our own equipment and personnel. We can bring our own camps to house our project personnel until community establishments are staffed and operational again. Our service is disaster relief and recovery, which includes the economic impact our stay will have on the local economy. Our goal is to partner with North Bay Village and its community to provide a full-service disaster relief and recovery effort.

TFR's Key Personnel

TFR maintains a team that has been conducting debris removal, reduction and management projects for 28 years. From Hurricane Andrew to the devastating effects of Hurricane Katrina, TFR personnel have participated in relief efforts across the country, on different continents and in varying debris capacities. If awarded, you will be contracting with a company deeply rooted in customer value, experience, and expediency. TFR is proud to present one of the most knowledgeable project teams in this industry.

Key Personnel	Position	Email	Phone
Tipton Rowland	CEO	tiffanyw@tfrinc.com	(281) 731-4398
Julie Rowland	CFO	julier@tfrinc.com	(512) 260-3322
Ronnie Moore, P.E.	VP of Operations	ronnie@tfrinc.com	(512) 779-9926
Dennis Sissell	Safety Manager	tiffanyw@tfrinc.com	(512) 579-9123
Sharon Lyell	Project Administrator	Sharon@tfrinc.com	(512) 576-3000
Tiffany Wilkes	Contract Administrator	tiffanyw@tfrinc.com	(512) 565-0710
Jennifer Frankovsky	Business Development	Jennifer@tfrinc.com	(512) 567-6391
Kevin Rolison	Senior Project Manager	kevin@tfrinc.com	(512) 944-8766
Rigo Mejia	Site Manager	rigo@tfrinc.com	(512) 779-7722
Matthew Kean	Project Manager	tiffanyw@tfrinc.com	(512) 581-8712

Division of Responsibilities

President / Operations Planner

The President will provide financial resources, equipment, and personnel in support of project. Supports and invests authority and oversight to Operations Manger, Safety Officer, Quality Control Officer, Environmental Officer, and Health and Safety Officer.

Vice President / Operations Manager

Has authority to commit Corporation, sign contract and modifications. The Vice President will report to the President and be a liaison between the Company personnel and Client Representative. The VP is responsible for contract interpretation and application to Company personnel, and implementation of Scope of Work.

FEMA Compliance Officer

FEMA Compliance Officer will report to the Operations Planner and Operations Manager. Responsible for reviewing contract documents and ensuring performance is completed to FEMA specifications including, but not limited to, eligibility of debris and Davis Beacon Act standards.

Safety Officer

Safety Officer will report to both the President and Operations Manager. Has complete responsibility and authority over all safety issues at all levels of contract performance including the power to unilaterally alter, suspend and/or halt any operation or portion thereof that endangers or potentially endangers life, health and safety or threatens the protection of the environment. Includes documentation, daily reporting requirements, communication and conducting onsite training and inspections.

Quality Control Officer (System Manager)

Quality Control Officer will report to the Operations Manager. Has complete responsibility and authority over matters relating to contract Scope of Work adherence and assignments of QC personnel to field crews. Includes documentation, daily reporting requirements, and communications.

Environmental Manager

Environmental Manager will report to the Operations Manager. Has complete responsibility and authority over matters relating to compliance with Environmental regulations and requirements, permitting and site inspection and approval. Includes documentation, daily reporting requirements, and communications.

Senior Project Manager

The Senior Project Manager will report to the Operations Manager, responsible for day-to-day operations, includes waste stream documentation, daily reporting requirements, communications, enforcement of Scope of Work, and oversight of Load and Haul and TDSRS Managers.

Project Manager

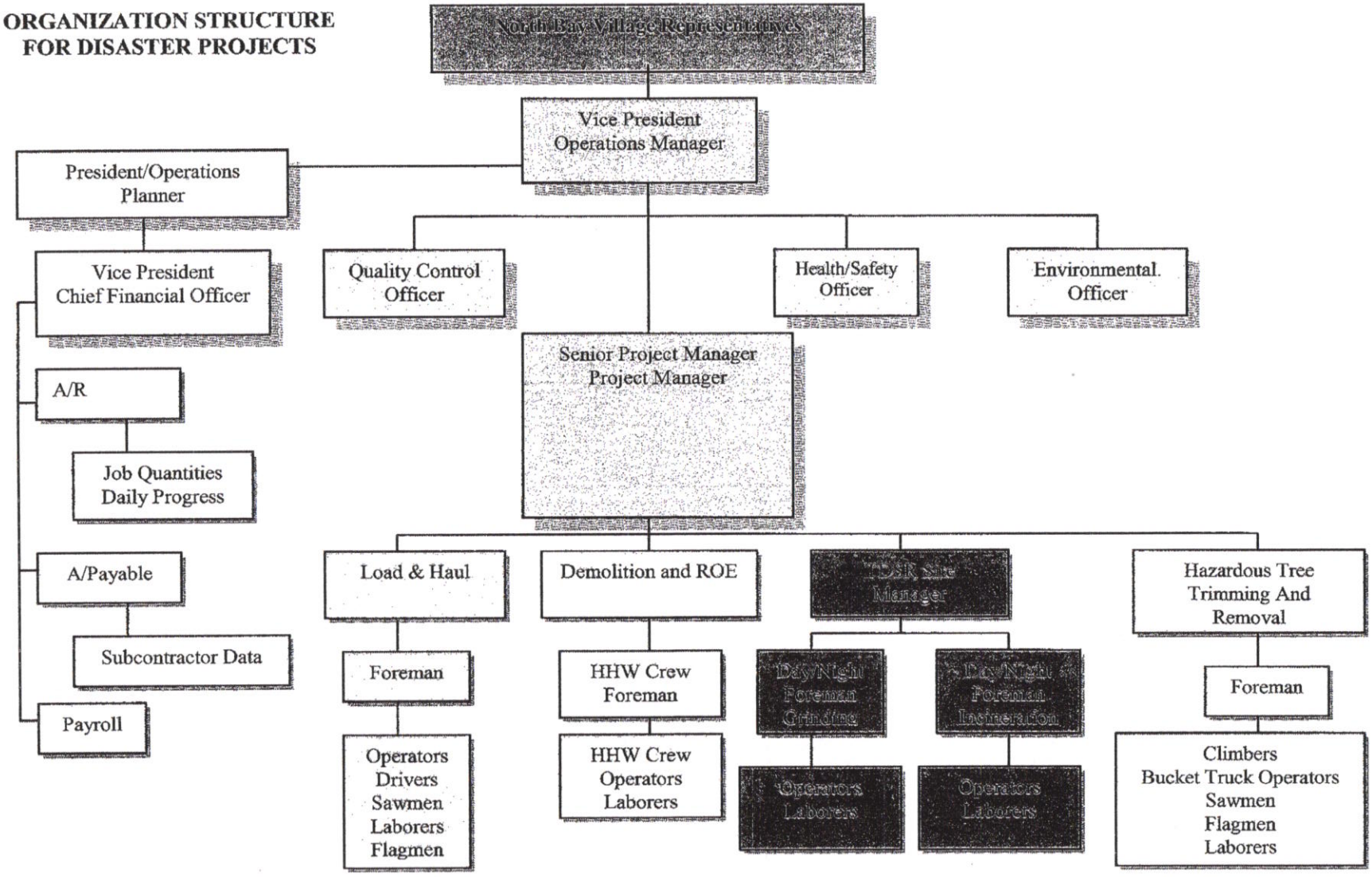
The Project Managers will report to a Senior Project Manager, responsible for waste stream documentation, daily reporting requirements, communications, enforcement of Scope of Work, and oversight of Right of Way crews and Crew Foremen.

Site Manager

Site Manager will report to a Senior Project Manager, responsible for waste stream documentation, daily reporting requirements, communications, enforcement of Scope of Work, and oversight of functions such as site entry and separation activities, debris reduction activities, White Goods/eWaste/HHW material separation and handling and C&D sorting, separating and recycling activities as well as general site management.

T.F.R. Enterprises, Inc.
DISASTER RESPONSE DIVISION

ORGANIZATION STRUCTURE FOR DISASTER PROJECTS



T.F.R. Enterprises, Inc.
DISASTER RESPONSE DIVISION

Tipton F. Rowland
Chief Executive Officer

Mr. Rowland acquired his grandfather's company (Robinson & Son Tree Service, Memphis. TN) in 1988 and incorporated the company as TFR Enterprises, Inc. in 1989. A disaster services division was added in 1992 to include, debris management following a disaster event such as hurricanes, floods, ice storms, tornados and earthquakes. Projects that have been undertaken and successfully completed under his supervision include vegetative and C&D debris removal from Rights-Of-Way, vegetative and C&D debris removal from streams and canals, Temporary Debris Storage and Reduction Site (TDSRS) management, weed and brush control services, tree pruning, trimming and removal services, mulch and compost production services, vegetative debris incineration (both open burn and air curtain), vegetative reduction by grinding, separation and recycling of C&D debris and demolition of residential structures. Mr. Rowland has overseen 150+ separate disaster response projects, federally funded by the Federal Emergency Management Agency (FEMA). By providing "hands-on" oversight as President and Chief Executive Officer of TFR Enterprises, Inc. he has successfully performed as damage assessment evaluator, cost proposal estimator, project supervisor, safety and compliance officer, and has assisted in interacting with local government officials in developing debris management policies in compliance with State and Federal (FEMA) reimbursement regulations.

Key Expertise

- Executive Management
- Field Operations and Logistics
- Debris Management
- Hazardous Tree Removal
- ROE Programs
- Beach Remediation
- Waterway Cleanup

Training & Certifications

- IS-00700

Recent Disaster Experience

- Hurricane Irma
- Hurricane Harvey
- 4283 Hurricane Matthew
- 4280 Hurricane Hermine
- 4277 Louisiana Floods
- 4245 Texas Floods
- 4211 Tennessee Ice Storm
- 4167 North Carolina Ice Storm
- 4166 South Carolina Ice Storm
- 4145 Colorado Floods
- 4117 Oklahoma Tornado
- 4115 South Dakota Ice Storm
- 4100 Arkansas Ice Storm
- 4086 Hurricane Sandy
- 4064 Oklahoma Tornado
- 4029 Texas Wildfires
- 4034 Hurricane Irene
- 1917 Oklahoma Tornado
- 1875 Maryland Snow Storm

Julie Rowland
Chief Financial Officer

Mrs. Rowland is responsible for all fiscal functions of the corporation. With extensive knowledge of the company business model, assists and advises CEO with all financial decisions. Involved in planning, developing, organizing, implementing, directing and evaluating the organizations fiscal functions and performances. Maintains all current banking relationships as well as explores new banking opportunities. Works closely with corporate CPA to provide financial reporting obligations in a timely manner. Direct supervisor to accounts payable, accounts receivable and all bookkeeping aspects of the company. Responsible for the financial aspects of all company transactions including real estate and equipment purchases and sales, contracts and leases. Ensures and maintains all financial records. Has successfully handled the financial perspective for over 150 emergency disasters in the past 27 years.

Key Expertise

- Executive Management
- Financial Planning
- Financial Records
- Strategic Planning
- Risk Management

Education

- University of Memphis, Bachelor of Arts-Communications

Recent Disaster Experience

- Hurricane Irma
- Hurricane Harvey
- 4283 Hurricane Matthew
- 4280 Hurricane Hermine
- 4277 Louisiana Floods
- 4245 Texas Floods
- 4211 Tennessee Ice Storm
- 4167 North Carolina Ice Storm
- 4166 South Carolina Ice Storm
- 4145 Colorado Floods
- 4117 Oklahoma Tornado
- 4115 South Dakota Ice Storm
- 4100 Arkansas Ice Storm
- 4086 Hurricane Sandy
- 4064 Oklahoma Tornado
- 4029 Texas Wildfires
- 4034 Hurricane Irene
- 1917 Oklahoma Tornado
- 1875 Maryland Snow Storm

Ronnie Moore, P.E.
Operations Manager

Mr. Moore has worked for the Texas Department of Transportation (TXDOT) in the Bridge Design Division as a designer, and in the Aviation Division as a project manager. He also has extensive experience in the private sector as a design engineer for multi-million-dollar mixed-use land development projects as well as roadways, drainage and utilities, and as a senior project manager for the same types of projects.

Mr. Moore was the Bastrop County Engineer at the time of the Bastrop Complex Wildfire, which started September 4, 2011 and was not declared extinguished until Oct. 9, 2011. This fire was the most destructive Wildland-Urban Interface fire in the history of Texas. The fire burned rapidly out of control, scorching 32,400 acres, destroying 1,723 residential and commercial structures, torching an estimated 1.5 million loblolly pine trees, and claiming the lives of two people.

Mr. Moore was in charge of the debris removal operations during Bastrop County's recovery. The entire burn scar of this fire is in the critical habitat of a federally listed endangered species. Therefore, Mr. Moore worked together with U.S. Fish and Wildlife (FISH), FEMA, and the Texas Division of Emergency Management (TDEM) to ensure that all requirements of the Stafford Act, the Endangered Species Act (ESA) as well as FEMA and State requirements were adhered to during the debris removal portion of the recovery effort. Bastrop County's debris removal program has come to be considered a model program for post fire debris removal. Ronnie Moore has been a featured speaker on Debris Removal and adherence to governmental regulations during the debris removal operation, at both the TDEM annual conference, and the Capital Area Council of Governments (CAPCOG) workshops for municipal and county Emergency Management personnel.

General Contractors License Qualifier for the following:
Louisiana #59763

Key Expertise

- Field Operations and Logistics
- Debris Management
- Hazardous Tree Removal
- ROE Programs
- Beach Remediation
- Waterway Cleanup

Education

- University of Texas, Bachelor of Science-Civil Engineering

Recent Disaster Experience

- 4283 Hurricane Matthew
- 4280 Hurricane Hermine
- 4277 Louisiana Floods
- 4245 Texas Floods
- 4211 Tennessee Ice Storm
- 4167 North Carolina Ice Storm
- 4166 South Carolina Ice Storm
- 4145 Colorado Floods
- 4117 Oklahoma Tornado
- 4115 South Dakota Ice Storm
- 4100 Arkansas Ice Storm
- 4086 Hurricane Sandy
- 4064 Oklahoma Tornado
- 4029 Texas Wildfires

T.F.R. Enterprises, Inc.
DISASTER RESPONSE DIVISION

Dennis Sissell
Environmental and Safety Manager

Mr. Sissell has been in the hazardous materials containment, response and cleanup services industry since 1980. He has responded to various hazardous materials cleaning/removal and spill cleanup projects in mills and refineries such as Armco Steel, Shell, DuPont, Phillips and Hymont and several Municipal Solid Waste Treatment facilities. His Hazmat background includes training in containment, cleaning and disposal. Mr. Sissell is also DOT certified in handling, packaging, and shipping of Hazardous Materials. He provides a knowledgeable and professional approach to the environmental and safety issues involved in the collecting, handling and disposal of Hazmat materials during the debris removal process.

Key Expertise

- Hazardous Waste
- Safety
- Training
- Traffic Control
- Waterway Cleanup

Training & Certifications

- Florida DOT (MOT) Advanced Course
- Handling and Transportation of Hazardous Chemical Materials

Recent Disaster Experience

- Hurricane Irma
- 4283 Hurricane Matthew
- 4280 Hurricane Hermine
- 4277 Louisiana Floods
- 4245 Texas Floods
- 4211 Tennessee Ice Storm
- 4167 North Carolina Ice Storm
- 4166 South Carolina Ice Storm
- 4145 Colorado Floods
- 4117 Oklahoma Tornado
- 4115 South Dakota Ice Storm
- 4100 Arkansas Ice Storm
- 4086 Hurricane Sandy
- 4064 Oklahoma Tornado

T.F.R. Enterprises, Inc.
DISASTER RESPONSE DIVISION

Sharon Lyell
Project Manager/Quality Control Manager

Mrs. Lyell is responsible for corporate quality control procedures, measures, inspections, documentation, corrective actions and process improvements. Also, oversees training personnel on operational and safety procedures.

Mrs. Lyell is responsible for contract compliance and data accuracy on all FEMA funded projects from initial review of contract, throughout operations to completion including ticket data management, invoicing, sub-contract compliance and payments, inspections and daily reporting, damage claim tracking and resolution.

Project Administrator, responsible for human resources, equipment resources, job scheduling, and sub-contractor compliance and job cost accuracy and contract and environmental compliance (TDRS permitting) on all projects

Cross-trained in all aspects of accounting from multi-state certified payroll, payroll tax filings, accounts payable, receivable, invoicing, financial statement reviews, job profit analysis and fleet management/disposition

Key Expertise

- Quality Control/ Quality Assurance
- Contract Compliance
- Data Reconciliation
- Project Management
- Scheduling
- Sub-Contractor Compliance

Training & Certifications

- USACE: Construction Quality Management for Contractors
- FMCSA: DOT Required Safety Management Controls
- FMCSA: Supervisor Drug and Alcohol Training
- Project Management Workshop 6-Hour

Education

- Austin Community College, Computer Science
- Bryan Institute, Computer Technology
- Austin School of Real Estate, Loan Officer

Recent Disaster Experience

- Hurricane Irma
- 4283 Hurricane Matthew
- 4280 Hurricane Hermine
- 4277 Louisiana Floods
- 4245 Texas Floods
- 4211 Tennessee Ice Storm
- 4167 North Carolina Ice Storm
- 4166 South Carolina Ice Storm
- 4145 Colorado Floods

T.F.R. Enterprises, Inc.
DISASTER RESPONSE DIVISION

Tiffany Wilkes
Contract Administrator/Quality Control

Ms. Wilkes has provided contract administration, quality control, quality assurance, and project management to debris removal projects since 2008. Ms. Wilkes is responsible for bid and contract documentation and management. She has also served as quality control and project manager during Hurricane Sandy and the devastating tornado that impacted Norman Oklahoma in 2013. In conjunction with securing more than 50 pre-position contracts, Ms. Wilkes played a vital role in securing two (ACI) Single Award Task Order Contracts (SATOC) for Debris Management Services with the USACE that allows for ordering up to $580 Million dollars per contract.

General Contractors License Qualifier for the following:
Alabama #50551
Arkansas #0341960517
Mississippi #21154-SC
Tennessee #69209

Key Expertise

- Contract Compliance
- FEMA Compliance
- Project Management
- Quality Control/ Quality Assurance

Training & Certifications

- USACE: Construction Quality Management for Contractors
- FMCSA: DOT Required Safety Management Controls
- FMCSA: Supervisor Drug and Alcohol Training
- Project Management Workshop 6-Hour
- TS10 Debris Mgmt.
- IS-00001
- IS-00035.15
- IS-0005
- IS-00100
- IS-00200
- IS-00800
- IS-00906
- IS-00907
- IS-00909

Education

- Texas A&M University, Bachelor of Arts- History

Recent Disaster Experience

- 4283 Hurricane Matthew
- 4280 Hurricane Hermine
- 4277 Louisiana Floods
- 4245 Texas Floods
- 4211 Tennessee Ice Storm
- 4167 North Carolina Ice Storm

T.F.R. Enterprises, Inc.
DISASTER RESPONSE DIVISION

Kevin Rolison
Senior Project Manager

Mr. Rolison has over 15 years experience in the disaster debris management industry and over 25 years experience in heavy-equipment, including knucklebooms, heavy haulers, self-loaders and grinders. Mr. Rolison came to TFR Enterprises in 2001 as a CDL; Class A Driver working on storm related projects in Virginia. In 2004, Mr. Rolison served our company as a project manager on various projects resulting from Hurricanes Charley, Fran, Jeanne and Ivan in the State of Florida. He continued as a Project and Site Manager in 2005 and 2006 on jobs in Louisiana and Texas resulting from Hurricanes Katrina and Rita. With his strong work ethic and leadership, he was quickly promoted to Senior Project Manager.

Prior to coming to TFR Enterprises, Mr. Rolison owned and operated his own hauling business, Rolison Trucking, Inc. In addition to his current role, Mr. Rolison has extensive knowledge of the maintenance and logistics of debris removal equipment, including Sterling Self-Loaders and knucklebooms and Diamond Z Grinders.

Key Expertise

- Field Operations and Logistics
- Debris Management
- Hazardous Tree Removal
- ROE Programs
- Beach Remediation
- Waterway Cleanup

Training & Certifications

- USACE: 30 Hour Construction Safety
- Florida DOT (MOT) Advanced Course
- Project Management Workshop 6-Hour
- ATSSA: Certified Flagger
- IS-00035.16
- IS-00020.16

Recent Disaster Experience

- Hurricane Irma
- 4283 Hurricane Matthew
- 4280 Hurricane Hermine
- 4277 Louisiana Floods
- 4245 Texas Floods
- 4211 Tennessee Ice Storm
- 4167 North Carolina Ice Storm
- 4166 South Carolina Ice Storm
- 4145 Colorado Floods
- 4117 Oklahoma Tornado
- 4115 South Dakota Ice Storm
- 4100 Arkansas Ice Storm
- 4086 Hurricane Sandy
- 4064 Oklahoma Tornado
- 4029 Texas Wildfires

T.F.R. Enterprises, Inc.
DISASTER RESPONSE DIVISION

Jennifer Frankovsky
Director of Business Development

Mrs. Frankovsky is responsible for leading the TFR marketing directive to support current and future client relationships. Act as client liaison during disaster situations. Act as Operations Manager, overseeing disaster teams during disaster operations. Train disaster field personnel on scope of work and FEMA compliance. She is a managing member of the TFR FEMA Compliance Team. Additional responsibilities include FEMA field compliance, mobilization and site logistics, contract negotiations, client presentations, and training and project management. Direct the Fleet Department. Manage TFR's conference initiative, representing TFR at conferences and trade shows.

Key Expertise

- FEMA Compliance
- Marketing
- Business Development
- Project Management
- Training

Training & Certifications

- Texas DPS: Debris Management
- Texas DPS: Management of Spontaneous Volunteers in Disasters
- GHC: Individual and Public Assistance
- GHC: Lake County and State Logistic Response Center
- IS-00035
- IS-00100
- IS-00200
- IS-00212
- IS-00634
- IS-00632
- IS-00700
- IS-00800

Recent Disaster Experience

- 4283 Hurricane Matthew
- 4280 Hurricane Hermine
- 4277 Louisiana Floods
- 4245 Texas Floods
- 4211 Tennessee Ice Storm
- 4167 North Carolina Ice Storm
- 4166 South Carolina Ice Storm
- 4145 Colorado Floods
- 4117 Oklahoma Tornado

T.F.R. Enterprises, Inc.
DISASTER RESPONSE DIVISION

Rigo Mejia
Project Manager/Site Manager

Rigo began his employment with TFR Enterprises, Inc. in 2008 as an equipment operator. He quickly became an expert as a tub grinder operator; working with Diamond Z 1463B and 1352BL tub grinders. He has managed TFR tub grinding operations for multiple disaster jobs, grinding as much as 800 cubic yards of debris an hour. In 2014, TFR purchased two new Diamond Z 4000TK horizontal grinders. He became efficient with operating the horizontal grinders as well, grinding up to 120 tons of debris an hour. As a proven leader in the tub-grinding department he became the Senior Project Manager of the Grinding Division.

Key Expertise

- Field Operations and Logistics
- Debris Management
- Grinding Operations
- Site Operations

Training & Certifications

- USACE: Construction Quality Management for Contractors
- Florida DOT (MOT) Advanced Course
- ATSSA: Certified Flagger

Recent Disaster Experience

- Hurricane Irma
- 4283 Hurricane Matthew
- 4280 Hurricane Hermine
- 4277 Louisiana Floods
- 4245 Texas Floods
- 4211 Tennessee Ice Storm
- 4167 North Carolina Ice Storm
- 4166 South Carolina Ice Storm
- 4145 Colorado Floods
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- 4100 Arkansas Ice Storm
- 4086 Hurricane Sandy
- 4064 Oklahoma Tornado
- 4029 Texas Wildfires
- 4034 Hurricane Irene
- 1917 Oklahoma Tornado
- 1875 Maryland Snow Storm

Training and Certifications

TFR's disaster response team includes a variety of skills and certifications including NIMS Certification, Safety Certifications (OSHA), Quality Control, and Environmental Certifications.

Course No.	Course Name	Course No.	Course Name
IS-00001	Emergency Manager	IS-00909	Community Preparedness
IS-00005	An Introduction to Hazardous Materials	FLDOT	Approved Maintenance of Traffic, Advanced
IS-00020	Diversity Awareness Course 2016	FMCSA	Development of DOT-Required Safety Management Controls
IS-00035	FEMA Safety Orientation	GHC #TS10	Individual and Public Assistance
IS-00100	Introduction to Incident Command System	GHC #TS28	Lake County and State Logistic Response Center
IS-00200	ICS for Single Resources and Initial Action Incident	TEEX	16-Hour Work Zone Traffic Control
IS-00212	Introduction to Unified Hazard Mitigation	TEEX	4-Hour Train-the-Trainer Flaggers
IS-00632	Introduction to Debris Operations	TXDPS #G202	Debris Management
IS-00634	Introduction to FEMA's Public Assistance Program	TXDPS	Management of Spontaneous Volunteers in a Disaster
IS-00700	NIMS (An Introduction)	Fred Pryor	Project Management Workshop 6-Hour
IS-00800	National Response Framework	USACE	Construction Quality Management for Contractors
IS-00906	Basic Workplace Security Awareness	USACE	30-Hour Construction Safety
IS-00907	Active Shooter: What You Can Do	GHC #G202	TS10. Debris Management
		GC Licenses	Alabama #50551 Arkansas #0341960518 Louisiana #59763 Mississippi #21154-SC Tennessee #69209 Florida #CRC1331035







Availability to North Bay Village

TFR Enterprises, Inc corporate office is located (19) nineteen hours from North Bay Village. All operations, equipment mobilization, and personnel will be provided to North Bay Village from this location. Once the Site Plan is approved, the Company will locate its office command center and, if needed, provide a field office command center for North Bay Representatives on the TDSR Site. TFR owns five self-contained command centers constructed on a 45-foot travel trailer. They are inventoried with all needed onsite management, communications, and record keeping and safety materials. This includes such items as truck tickets, safety forms, identification signage, cellular phone, radio broadcast systems, desktop computer/fax and copying equipment, hard hats, steel toed boots, flags, safety vests and other miscellaneous items necessary to the immediate operations. These command centers will be equipped with self-supporting generators and temporary sanitary facilities if not, or until, available on site.



TFR has a staff of 32 full-time employees and a list of more than 300 previous employed personnel to call upon as needed.

TFR's CEO, Operations Manager, Director of Business Development, Project Managers, Project Administrator, and Contract Administrator will be dedicated to North Bay Village 24 hours a day until project completion.

On the following pages you will find a list of subcontractors that TFR recently contracted during the 2017 Hurricane Season. Local DBE subcontractors are given priority to supplement TFR's company owned resources. Next, TFR will contact our prime subcontractors that are committed to the level of client satisfaction that we expect on each project. Last, TFR will reach out to our subs that work out of State. We will verify their availability and put them on standby for immediate deployment, if needed.

T.F.R. Enterprises, Inc.
Subcontractors and Suppliers

Vendor	Bill from Street 1	City	St	Zip	Phone	Vendor	Category
DVT Freightways	11800 City Park Central Lane	Houston	TX	77047	346-240-4176	Sub	DBE
King Jehu Trucking, Inc	6419 Early Fall Dr	Humble	TX	77338	832-885-3507	Sub	MBE
Monge Trucking	705 E Dallas	Fresno	TX	77545	832-309-0276	Sub	MBE
Earthco Landscape Construction	4500 Williams Drive., Suite 21	Georgetown	TX	78633	512-818-7015	Sub	MBE
Ayleen Trash Hauling Services LLC	5759 Mango Rd	West Palm Bea	FL	33413	561-615-2979	Sub	SBE
4 Corners Truck Service	1282 W Highway 25/70	Dandridge	TN	37725	865-202-2712	sub	
Aaron Johnson	6917 Riverton Dr	Austin	TX	78729	512-775-0878	sub	MBE
Arthur Auville	8061 East Emerald Ln	Floral City	FL	34436	863-232-2137	sub	
Aspen Tree Service	2303 Pebble Beach Dr	Austin	TX	78747	512-552-5966	sub	
Atlas Tree Care, LLC	PO Box 11630	Kansas City	MO	64138	816-824-9566	sub	
Bali Consulting, LLC	320 Valley Dr	Longwood	FL	32779	407-808-8803	sub	
Barrientos Construction	826 Hwy 95	Bastrop	TX	78602	512-971-5056	sub	
Black Services	3378 CR 33	Fyffe	AL	35971	256-601-7518	sub	
Bolgers Tree Service	122 Holmes Dr	Dublin	GA	31027	478-278-5876	sub	
Brown's Tree And Logging Service	3020 Mirian Court	Decatur	GA	30032	678-887-4770	sub	
C&E Debris Removal	1418 CR 27550	Honey Grove	TX	75446	904-261-3330	sub	
Carolina Tree Debris Inc.	1417 Old Watkins Rd	Raleigh	NC	27616	601-569-2305	sub	MBE
Carter Global	23111 IH 30 S	Bryant	AR	72022	501-993-2219	sub	
Charles Gamelin	4903 Rose Quartz Dr	Killeen	TX	76542	512-921-5185	sub	
Chrome Enterprises	14 South Greywing Pl	The Woodlands	TX	77382	936-275-2547	sub	
Coastland Trucking, LLC	1344 Avenue Lacroix	Covingnton	LA	70433	504-481-4864	sub	
Conway Enterprises, Inc	20 Promesa Pl	Hot Springs	AR	71909	608-445-0257	sub	
Core Tree Care	11762 De Palma Rd	Corona	CA	92883	951-492-1933	sub	
Crooked River	18025 Highway C	Trimble	MO	64492	816-813-9007	sub	
CSA Land Clearing	17771 Wells Rd	Fort Myers	FL	33912	239-543-8210	sub	MBE
Custom Tree Care Inc	3722 SW Spring Creek Ln	Topeka	KS	66610	785-221-7550	sub	
Davidson Trucking	182 Banner Ridge Rd	Mahaffey	PA	15757	814-592-5813	sub	
Dawnell Ayres	332 Gathering Oaks Dr	Tallahassee	FL	32308	512-825-1362	sub	
Dennis Sissell	7014 Riverton	Austin	TX	78729	512-579-9123	sub	
DG&S Enterprises	106 Bream St	Haines City	FL	33844	863-581-7293	sub	
Disasater Recovery Group & Tree	556 Long Shoals Rd	Arden	NC	38704	828-684-3961	sub	
Timberline Trading Inc	PO Box 643	Lathrop	MO	64465	816-564-1761	sub	
Double D Disaster Relief LLC	1101 North 25th St	Bethany	MO	64424	660-425-0763	sub	
Douglas Keeton	367 Yocum Rd	West Liberty	KY	41472	606-495-7467	sub	DBE
Dusty Berryhill	201 E Leon	Llano	TX	78643	325-248-4479	sub	
Dysart Trucking	5304 Lands Down Dr	Sioux Falls	SD	57106	605-351-5052	sub	
East Coast Disaster Recovery			FL		910-290-2762	sub	
East Coast Site Works	3659 South 25th St	Fort Pierce	FL	34981	772-519-0731	sub	
Ferrell Construction	10480 Hwy 707	Myrtle Beach	SC	29588	843-458-4135	sub	
Florida Developers Inc of Tallahasse	642 West Brevard St	Tallahassee	FL	32304	850-224-6002	sub	
Forrester & Associates	181 East Main St	Ackerman	MS	39735	662-285-3853	sub	
Francisco Perez	115 Oak Grove Circle	Dale	TX	78616	512-334-9040	sub	
G Hemphill Tree Service	6020 Camp Cypress Rd	St Cloud	FL	34773	407-948-9364	sub	
Gallegos Trucking Inc	1875 Copenhaven Rd	Fort Pierce	FL	34945	772-215-7525	sub	
Gary Long	22369 Audrain Co Rd 9832	Mexico	MO	65265	573-721-1736	sub	
Gill Sikes	PO Box 999	Steinhatchee	FL	32359	352-949-6798	sub	
Graham County Land Company	750 Tallulah Rd	Robbinsville	NC	28771	828-479-3581	sub	
Green's Tree & Landscape	2806 42nd St	East Bradenton	FL	34208		sub	
Greenseen	6403 Cindy Lane	Houston	TX	77008	713-298-2591	sub	
Haulin Dixon	8567 SE Fern St	Hobe Sound	FL	33455	772-209-8288	sub	
Hodkinson Construction	PO Box 87959	Sioux Falls	SD	57109	605-941-0290	sub	
Horner Services, LLC	1730 Old Watson Springs Rd	Watkinsville	GA	30677	406-310-0976	sub	
Hunter Fuzzell	3954 Wimbledon Park	Mobile	AL	36608	404-936-4833	sub	
Isis Tree	2779 Morning Grove Ct	Cordova	TN	38016	901-292-6576	sub	
Jacobsen Tree Experts	8109 S Brett Ave	Sioux Falls	SD	57108	605-323-8177	sub	
Jim's Pride Landscaping & Maintenance	13195 N Highland Cir	Littleton	CO	80125	303-948-6488	sub	
John L Weaver	1826 Hwy 19	Prescott	AR	71857	870-796-1658	sub	
John Nelson Trucking	7917 W 42nd St	Sioux Falls	SD	57106	605-940-7566	sub	
Kansas City Tree Care LLC	5217 Walmer	Mission	KS	66202	913-894-4767	sub	
KDF Enterprises, LLC	310 Tidwell	Alpharetta	GA	30004	407-388-5597	sub	
Kelly's Clearing & Grinding	13802 Hwy 144	Richmond Hill	GA	31324	912-656-8374	sub	

T.F.R. Enterprises, Inc.
Subcontractors and Suppliers

Vendor	Bill from Street 1	City	St	Zip	Phone	Vendor	Category
Kenneth Caplan	2505 Colleen Dr	Pearland	TX	77581	816-824-9566	sub	
Kessler Hauling Inc.	950 Pulitzer Rd	Ft. Pierce	FL	34945	772-201-0548	sub	
Lakeside Tree Service	18987 W 164th St	Olathe	KS	66062	913-709-1569	sub	
Lenahan Land Clearing & Grinding	PO Box 762	Southbury	CT	06488	860-355-4445	sub	
Lopez Trucking LLC	1710 Wyoming Ave	Fort Pierce	FL	34982	850-445-7487	sub	
Lucas Garage & Trucking	3021 US Hwy #1	Mims	FL	32754	321-567-0297	sub	
Lyellco, Inc	7503 White OAk Dr	Lago Vista	TX	78645	512-576-3000	sub	
Macias & Sons	2613 S 29th	Ft Pierce	FL	34981	772-215-6310	sub	
Macias Landscape Inc dba Miguel Macias	2295 Coolidge Road	Fort Pierce	FL	34945	772-216-3539	sub	
Matoka, Inc	104 Shady Lane	Austin	TX	78702	512-423-5537	sub	
Mayo Mulch, Sand and Gravel, Inc.	P.O. Box 746	Navasota	TX	77868	713-503-4258	sub	
McFadin Global Construction, Inc	535 Enterprise Ave	Conway	AR	72032	501-472-8869	sub	
McLaughlin Transport, LLC	PO Box 1544	New Waverly	TX	77358	713-416-8581	sub	
Medek Tree Service	PO Box 36	Mechanicsville	VA	23111	804-746-8580	sub	
Michael Munna	6301 Paris Rd	Chalmette	LA	70043	504-650-0063	sub	
Mike Berryhill	201 E Leon	Llano	TX	78643	325-248-1142	sub	
Moore Lawn & Landscape	PO Box 360852	Birmingham	AL	35236	205-427-2568	sub	
Moores Dozer Service	PO Box 347	Glenwood	AR	71943	870-223-1880	sub	
Mosley Welding	6108 Saddleback Dr	Oklahoma City	OK	73150	405-615-4226	sub	
Mr Pressure	2855 Collins Hwy	Pikeville	KY	41501	606-794-1985	sub	
National Waste Management, Inc.	PO Box 290639	Port Orange	FL	32129	318-466-9615	sub	
Nicolas Macias	3659 S 25th St	Ft Pierce	FL	34981	772-519-0731	sub	
R&L Transport	708 Longfellow St	Woodbine	NJ	08270	609-675-0787	Sub	
Ridgeback, LLC	48100 Hwy 16	Franklinton	LA	70438	985-515-2585	sub	
RIO Harvesting	PO Box 665	Okeechobee	FL	34973	863-634-4372	sub	
Rio Indio, LLC	5735 Briargate	Fort Pierce	FL	34981	772-200-7334	sub	
Robert Bungert	8811 Valley View Dr	Sturgis	SD	57785	605-490-1028	sub	
Ron's Trucking & Equipment Inc	3587 Northlake Blvd	Palm Beach Ga	FL	33403	561-574-2468	Sub	
Sampson Tree Service Co	2170 SW Conant Ave	Port St. Lucie	FL	34953	772-336-3456	sub	
South East Mowing, LLC	1992 Hwy 75	Blountville	TN	37617	423-323-1224	sub	
Southern Transportation, LLC	24880 Mock Knob Rd	Abingdon	VA	24211	276-206-4895	sub	
Stafford Debris Removal	204 Ann St	Goldboro	NC	27534	919-440-1218	sub	
State Tree Service, LLC	852 S Guinard Dr	Sumter	SC	29150	803-491-7559	sub	
Terry Bucks Contracting, LLC	2595 Gillsville Hwy	Gainsville	GA	30507	678-316-1750	sub	
Tri Rivers Logging Inc.	PO Box 553	Cameron	MO	64429	816-632-6283	sub	
T-Roy & Sons, Inc.	1121 N Houston Ave	Live OAk	FL	32064	386-362-7054	sub	
Troy Brown	104 Magan Dr	Monticello	AR	71655	870-723-5098	sub	
TSI Disaster	PO Box 423	Erwin	NC	28339	407-891-8005	sub	
United Disaster Response LLC	5217 Walmer	Mission	KS	66202	913-983-8403	sub	
USA Services	PO Box 520580	Longwood	FL	32752	407-702-7606	sub	
Ward Land & Timber, LLC	PO Box 407	Evergreen	AL	36401	251-300-0062	sub	
Weir 777, LLC	10721 Luna Rd	Dallas	TX	75220	972-556-2000	Sub	
Willis Recovery LLC	1131 Hickin Rd	Chester	SC	29706	803-5119-6157	sub	
ZZ Truck Inc	1221 Delores Street E	Lehigh Acres	FL	33974	305-304-2893	sub	
YG Construction	12751 Chardon Ct	Fort Myers	FL	33912	239-839-1346	Sub	MBE
Fort Lauderdale Ice	1915 NW 18th Street	Pompano Beac	FL	33069	954-960-0132	Sub	SBE
Prism Lighting Services	6971 Business Park Blvd North	Jacksonville	FL	32256	904-710-8561	Sub	SBE
Landscape Service Professionals	6115 NW 77th Way	Tamarac	FL	33321	954-721-6920	Sub	WBE
TLW Inc	2035 Hwy 44	Columbia	MS	39429	601-441-7360	Sub	WBE
Fleetcard, Inc	350 N Sam Houston Pkwy. E. #	Houston	TX	77060	281-445-1100	Supplier	DBE/WBE
1st Fire Safety	PO Box 1238	Cedar Park	TX	78613	512-777-1555	supplier	
A Line Auto Parts	700 North Park Circle	Cedar Park	TX	78613		supplier	
A&W Water Well Service	PO Box 213	Leander	TX	78641	512-259-1732	supplier	
A-1 Tire & Service	1208 E. State Hwy 29	Llano	TX	78643	325-247-5156	supplier	
ABC Erosion Control, Inc	PO Box 30317	Austin	TX	78755	512-844-4638	supplier	
Absalute Disel	519 FM Rd 1431	Kingsland	TX	78637	512-985-7462	supplier	
Absolute Asphalt Services Inc	6 Old Post Road	Longwood	FL	32779	407-878-3155	supplier	
Acme Barricades	9800 Normandy Blvd	Jacksonville	FL	32221	904-781-1950	supplier	
Action Propane	2601 South Highway 183	Leander	TX	78641		supplier	
Action Roll-Offs, Inc.	PO Box 1414	Hempstead	TX	77445	979-826-2815	supplier	
Adobe Machinery Services, LLC	P.O. Box 1289	Tomball	TX	77377	281-351-5053	supplier	

T.F.R. Enterprises, Inc.
Subcontractors and Suppliers

Vendor	Bill from Street 1	City	St	Zip	Phone	Vendor	Category
Advanced Flamecutting & Steel, Inc.	1320 Almeda Genoa Rd	Houston	TX	77047	713-970-1756	supplier	
Airgas - Mid South	PO Box 676015	Dallas	TX	75267	918-585-2611	supplier	
Alamo Welding Supply Co., Inc.	PO Box 6356	Austin	TX	78702	512-476-9400	supplier	
All Star Land Surveying	9020 Anderson Mill Rd	Austin	TX	78641	512-249-8149	supplier	
ALL Star Mobile RV	5322 Bogus Rd	Gainesville	GA	30506		supplier	
Anderson Rentals Inc.	PO Box 765	Mims	FL	32754-0765	321-269-9957	supplier	
Art's Truck & Equipment	3001 W Expressway 83	McAllen	TX	78503	956-686-2326	supplier	
Ascendum Machinery, Inc.	9115 Harris Corners Parkway,	Charlotte	NC	28269	704-494-8100	supplier	
Atlantic Coast Transport, LLC	3120 Rogers Rd	Fort Pierce	FL	34981		supplier	
Austin Brake & Clutch Supply, Inc.	8151 North Lamar Blvd.	Austin	TX	78753	512-836-0482	supplier	
Bane Machinery Houston,LP	PO Box 541355	Dallas	TX	75354	281-443-7667	supplier	
Berico Fuels, Inc.	2200 E Bessemer Ave	Greensboro	NC	27405	336-273-8883	supplier	
Better Barricades, Inc.	1725 Tionia Rd	New Smyrna Be	FL	32168	386-427-4971	supplier	
BFI Colonial Landfill	PO Box 677839	Dallas	TX	75267		supplier	
Binswanger Glass	8733 Burnet Rd	Austin	TX	78757	512-454-7755	supplier	
Black Rose Steel & Trading	PO Box 876	League City	TX	77574	281-332-7673	supplier	
Blue Beacon	PO Box 856680	Salina	KS	67402	785-825-0904	supplier	
Bobcat Quality Equipment	11146 IH 35 North	San Antonio	TX	78233	210-337-6136	supplier	
Brooks Industrial	Tire Repair Service	New Iberia	LA	70562-0344	337-364-7424	supplier	
Bruce Sloan Tire Service	PO Box 5461	Norman	OK	73070	405-830-0022	supplier	
Capitol Auto Parts	14211 Ranch Rd 12	Wimberley	TX	78676	512-847-5262	supplier	
Capitol Bearing Service	PO Box 190	Round Rock	TX	78680	512-244-2248	supplier	
Capitol Hydraulics	P.O. Box 190	Round Rock	TX	78680-0190		supplier	
Cedar Park Wrecker & Recovery Service	PO Box 1745	Cedar Park	TX	78630	512-267-5100	supplier	
Coastal Heavy Haulers	2511 SE Evangeline Thruway	Lafayette	LA	70508	337-232-9241	supplier	
Comeback Rentals	4880 Dick Pond Rd	Myrtel Beach	SC	29588	843-293-7368	supplier	
Complete Staffing	3101 Ernest Suite 4	Lake Charles	LA	70601	337-494-1295	supplier	
Creative Fence Concepts	4462 Holmestown Rd	Myrtle Beach	SC	29588	843-907-2222	supplier	
Crocker Crane Rentals	PO Box 1469	Leander	TX	78641	512-258-1323	supplier	
DeFord's Fuel & Oil, Inc.	PO Box 175	St. Augustine	FL	32085	772-829-2251	supplier	
DeLoy Brown Petroluem LLC	319 Miller Ave	Crossville	TN	38555	931-484-5021	supplier	
Diamond Z Manufacturing	11299 Bass Lane	Caldwell	ID	83605	208-585-2929	supplier	
Diesel Specialists	1215 Carpenter Road	Humble	TX	77396	281-446-1230	supplier	
Diesel Tech Services, Inc.	PO BOX 1724	Leander	TX	78641	512-983-4808	supplier	
Diversified Machining Inc.	3703 East Hwy 29	Bertram	TX	78605	512-355-3270	supplier	
Double Diamond Heavy Haul	PO BOX 118	Mont Belvieu	TX	77580	281-703-8195	supplier	
Eagle Rock Freight	PO Box 559	Eagle Point	OR	97524	541-973-2690	supplier	
Edgewater Recycling	PO Box 1446	Edgewater	FL	32132	386-689-3648	supplier	
Environmental Allies	9625 Windfern Rd	Houston	TX	77064	281-442-4112	supplier	
Express Employment Professionals	PO Box 269011	Oklahoma City	OK	73126		supplier	
Fastenal	PO Box 1286	Winona	MN	55987-1286	512-331-4563	supplier	
Flagler Construction Equipment LLC	PO Box 17957	Clearwater	FL	33762-0957	407-850-9614	supplier	
Fleetpride	PO box 712195	Dallas	TX	75284-7118	405-495-0763	supplier	
Front Range Landfill	PO Box 320	Erie	CO	80516	303-673-9431	supplier	
Gator Environmental Waste Solutions, LL	10110 Pecue Lane	Baton Rouge	LA	70810		supplier	
Global Rental Co. Inc	33 Inverness Center Pkwy Ste	Birmingham	AL	35242	205-991-7972	supplier	
Gordon's Disposal, LLC	614 Coteau Rd	New Iberia	LA	70560		supplier	
Gordon's Landfill, LLC	6505 Coteau Rd	New Iberia	LA	70560		supplier	
Grainger	Dept 868917360	Kansas City	MO	641414	1-800-472-4643	supplier	
Green Planet, Inc.	PO Box 743966	Dallas	TX	75374-3966	972-636-1515	supplier	
Greenpoint, Inc	PO Box 417	Broussard	LA	70518		supplier	
Grinder Wear Parts, Inc.	2062 20th Ave SE	Largo	FL	33771	503-982-0880	supplier	
H&E Equipment Services	7500 Pecue Lane	Baton Rouge	LA	70809	1-866-322-6577	supplier	
Hampel Oil	PO Box 875477	Kansas City	MO	64187	877-430-6426	supplier	
HEAVYQUIP	PO BOX 741190	ATLANTA	GA	30374-1190	281-481-6735	supplier	
HERTZ EQUIPMENT RENTAL	PO box 650280	DALLAS	TX	75265-0280	336-275-0775	supplier	
Hi-Line	PO box 972081	Dallas	TX	75397	972-247-6200	supplier	
Holt Cat	P.O. Box 911975	Dallas	TX	75391-1975	210-648-1111	supplier	
Hotsy/Carlson Equipment Co.	PO box 18643	Austin	TX	78760	512-442-2267	supplier	
Houston Bearing	5311 Cornish St	Houston	TX	77007	713-869-7292	supplier	
Hudgins Co.	P.O. Box 2291	Cedar Park	TX	78630-2291	512-990-9919	supplier	

T.F.R. Enterprises, Inc.
Subcontractors and Suppliers

Vendor	Bill from Street 1	City	St	Zip	Phone	Vendor	Category
Hydraulic Specialists, Inc.	7811 Fortune Dr	San Antonio	TX	78250	210-680-5137	supplier	
HYDRAULICS OF TEXAS	6800 Northwinds Dr	HOUSTON	TX	77041	713-722-7200	supplier	
Industrial Rubber	PO Box 23116	Nashville	TN	37202	931-528-1818	supplier	
Inland Empire Equipment	17034 Red Cedar Ct	Fontana	CA	92337	909-697-5244	supplier	
ISNetworld	PO Box 841808	Dallas	TX	75284-1808		supplier	
J Carlson Trucking	7023 Harry Peterson Dr	Foster	MI	49832	906-282-6801	supplier	
JJ Keller	PO BOX 6609	Carol Stream	IL	60197-6609		supplier	
Just Hydraulics & Mechanics	6012 1/2 Centralcrest Suite B	Houston	TX	77092	713-263-8211	supplier	
Kelly Services, Inc.	PO Box 530437	Atlanta	GA	30353-0437		supplier	
Kirby-Smith Machinery, Inc	PO box 270360	Oklahoma City	OK	73137	800-375-3339	supplier	
Knight Jon Boy	PO Box 914	Bunnell	FL	32110	386-437-3894	supplier	
Kudron Trucking	PO Box 72024	Oklahoma City	OK	73172	405-373-0472	supplier	
Labor Finders	PO Box 2363	Benton	AR	72018-2363	501-776-4060	supplier	
Labor Ready	PO BOX 676412	DALLAS	TX	75267-6412	936-756-2600	supplier	
Lacey Rentals	PO Box 586	Brandon	SD	57005	605-330-2747	supplier	
Larimer Solid Waste	200 W Oak St	Fort Collins	CO	80521	970-498-5764	supplier	
Leaf Services LLC	118 Tchefuncte Parc Drive	Madisonville	LA	70447	985-206-9509	supplier	
Leon County Solid Waste	7550 Apalachee Pkwy	Tallahassee	FL	32311		supplier	
Liberty Hill Truck Service	12830 W HWY 29	Liberty Hill	TX	78642	512-778-6659	supplier	
LONGHORN INT TRUCK	PO BOX 6260	AUSTIN	TX	78762	512-389-1111	supplier	
Motion Industries	PO BOX 849737	Dallas	TX	75284-9737	931-528-3797	supplier	
Mustang Cat	PO Box 4346 DEPT 144	Houston	TX	77210	713-452-7271	supplier	
Mustang Rental	PO Box 1373	Houston	TX	77251	713-452-7764	supplier	
Myers Tire Supply	PO Box 100169	Pasadena	CA	91189-0169	210-225-4291	supplier	
Neff Rental	PO Box 405138	Atlanta	GA	30384-5138	512-845-7051	supplier	
Ozark Machinery Company	10399 Co Rd 8270	West Plains	MO	65775	417-256-8178	supplier	
PeopleReady Florida Inc	PO Box 676412	Dallas	TX	75267-6412	386-238-1377	supplier	
PeopleReady Inc.	PO Box 676412	Dallas	TX	75267-6412		supplier	
Premier Staffing Solutions	3806 D Park Ave	Wilmington	NC	28403	910-793-1010	supplier	
Pro Glass	2303 S Austin Ave	Georgetown	TX	78626		supplier	
Putnam County Central Landfill	P.O. Box 758	Palatka	FL	32178-0758		supplier	
Quality Towing Service	4204 Classen Cir	Norman	OK	73071	405-360-1869	supplier	
Rainey Cawthon Distributor	601 W Madison Street	Tallahassee	FL	32302	850-222-1948	supplier	
RAM Products LTD	PO Box 821159	Fort Worth	TX	76182	800-486-6674	supplier	
RDO Equipment Co	PO Box 7160	Fargo	ND	58106	701-526-9700	supplier	
River City Hose and Supply Inc	12949 Research Blvd.	Austin	TX	78750-3204	512-506-8450	supplier	
ROCK PLUS	PO BOX 73169	HOUSTON	TX	77273-3169	281-51-0000	supplier	
Romco Equipment Company	P. O. Box 841496	Dallas	TX	75284-1496	214-819-4107	supplier	
RSC Equipment Rental	PO Box 840514	Dallas	TX	75284-0514	512-310-7733	supplier	
Rule Steel Tanks, Inc	11299 Bass Lane	Caldwell	ID	83605	208-585-3031	supplier	
Rush TRK Center	16870 S IH 35	Buda	TX	78610		supplier	
Samsula Waste Inc	363 S. State Rd 415	New Smyrna Be	FL	32168		supplier	
Seminole County Solid Waste Mgmt	500 West Lake Mary Blvd	Sanford	FL	32773		supplier	
Southeast OKC landfill	PO box 99799	Chicago	IL	60696-7599	405-672-7379	supplier	
Southern Tire Mart	9665 HWY 290 EAST	Austin	TX	78724	512-416-1010	supplier	
Sprint - Fort Bend County Landfill	PO Box 19129	Houston	TX	77224	281-277-3277	supplier	
STEWART & STEVENSON	PO Box 301063	DALLAS	TX	75303-1063	713-671-6100	supplier	
Stowers Machinery Corp	PO Box 14802	Knoxville	TN	37914	865-546-1414	supplier	
SUNBELT RENTALS	PO BOX 409211	ATLANTA	GA	30384-9211	843-445-9960	supplier	
Suncoast	PO BOX 202603	DALLAS	TX	75320	713-844-9600	supplier	
SUNDANCE FUELS	PO BOX 2495	SPRING	TX	77383	281-353-9688	supplier	
Sunstate Equipment Co	PO Box 52581	Phoenix	AZ	85072-2581	972-245-5656	supplier	
Synergy Rents LLC	PO Box 105046	Atlanta	GA	30348-5046	386-274-1002	supplier	
Texas Disposal System	PO Box 17126	Austin	TX	78760	512-421-1340	supplier	
TEXAS HYDRAULICS	16803 Radholme Court	ROUND ROCK	TX	78664	512-733-2900	supplier	
Texas Outhouse	5207 Kiam St	Houston	TX	77007	713-785-8050	supplier	
Texas Welding Supply Co.	4705 Commercial Park Dr	Austin	TX	78724	512-272-9353	supplier	
Tire & Truck Masters	11120 Highway 242	CONROE	TX	77385	936-321-3636	supplier	
Traffic Control Products Co. Of Louisiana	2230 Tower Street	Denham Spring	LA	70726-4900	225-665-7950	supplier	
Triton Transport Ltd.	44137 Progress Way	Chilliwack BC V	CA		604-792-4416	supplier	
Tucker Oil Co.	PO box 160	Slaton	TX	79364	806-828-6277	supplier	

T.F.R. Enterprises, Inc.
Subcontractors and Suppliers

Vendor	Bill from Street 1	City	St	Zip	Phone	Vendor	Category
TURBO SUPPLY	PO Box 4286	Joplin	MO	64803	888-291-7797	supplier	
United Rentals	4542 S IH 35 S	San Marcos	TX	78666	512-353-1111	supplier	
United Site Services of Florida Inc	PO BOX 660475	Dallas	TX	75266-0475	1-800-864-5387	supplier	
VANGUARD TRUCK	5216 North McCarty Dr	HOUSTON	TX	77013	713-673-1444	supplier	
Vermeer Equipment	1945 Louis Henna Blvd	Round Rock	TX	78664	512-224-0505	supplier	
Walt Pene Trucking	12807 N. FM 2378	Anton	TX	79313	806-873-3608	supplier	
Waste Management of Texas, Inc	PO BOX 660345	Dallas	TX	75266-0345	713-354-5200	supplier	
Waukesha-Pearce Industries, LLC	P. O. Box 4550	Houston	TX	77210	512-251-0013	supplier	
Wingfoot Commercial Tire Systems LLC	1709 Royston Ln	Round Rock	TX	78664	512-990-5733	supplier	

Current Standby Contracts

Municipality	State	Expiration Date
Alabama DOT- Mobile Area	Alabama	
Alabama DOT-Grove Hill Area	Alabama	
Town of West Hartford	Connecticut	6/30/18
Charlotte County	Florida	12/31/19
City of Rockledge	Florida	3/1/20
Miami-Dade County	Florida	3/31/19
Lee County	Florida	6/1/19
South Broward Drainage	Florida	07/04/19
Broward County	Florida	6/22/20
Escambia County	Florida	8/6/18
FLDOT District 01 (Cut & Toss)	Florida	7/06/18
FLDOT District 01	Florida	7/06/18
FLDOT District 02	Florida	9/22/18
FLDOT District 03	Florida	7/14/18
FLDOT District 04	Florida	10/15/18
FLDOT District 05	Florida	6/30/18
FLDOT District 07	Florida	8/15/18
City of West Park	Florida	6/1/19
City of Cape Coral	Florida	6/15/20
City of Homestead	Florida	8/17/18
City of Port St Lucie	Florida	8/2/20
Seminole Tribe of Florida	Florida	8/9/20
City of Plantation	Florida	6/1/22
City of Miami	Florida	12/17/18
Lake County	Florida	5/8/19
State of Maryland	Maryland	9/30/18
Ramsey County	Minnesota	9/1/18
Pamlico County	North Carolina	6/30/18
Town of Wrightsville	North Carolina	6/30/19
City of Wilmington	North Carolina	6/30/18
City of Raleigh	North Carolina	10/31/19
Town of Cedar Point	North Carolina	06/30/19
NCDOT- Duplin County	North Carolina	12/31/18
NCDOT- Onslow County	North Carolina	12/31/18
NCDOT- Sampson County	North Carolina	12/31/18
NCDOT-Brunswick County	North Carolina	12/31/18
NCDOT-Pender County	North Carolina	12/31/18
NCDOT- New Hanover County	North Carolina	12/31/18
City of Norman	Oklahoma	12/31/18
Memphis	Tennessee	6/30/18
City of Baytown	Texas	1/31/19
Town of Flower Mound	Texas	5/5/19
TXDOT- Cameron County	Texas	5/11/19
TXDOT- Nueces County	Texas	5/22/19
TXDOT- Victoria County	Texas	5/11/19
City of Beaumont	Texas	7/14/18
La Marque	Texas	5/31/19
Burnet County	Texas	11/21/19
Fort Bend County	Texas	11/30/18
Morgan's Point	Texas	4/11/21
City of Duncanville	Texas	03/31/19

City of Cedar Hill	Texas	5/22/19
Galveston County	Texas	09/15/20
City of Morgan's Point	Texas	12/12/21
Tarrant County	Texas	03/13/19
City of Houston	Texas	5/1/21
USACE	SW & SP Divisions	05/01/19
Brazoria County	Texas	06/13/19
Town of Clinton	Connecticut	05/31/20
City of Arvada	Colorado	02/07/19
City of Seabrook	Texas	6/1/21
Pre-Qualified With:		
Miami-Dade County	Florida	
Evangeline Parish SWC	Louisiana	
Lee County	Mississippi	
City of Tupelo	Mississippi	
Jackson County	Mississippi	

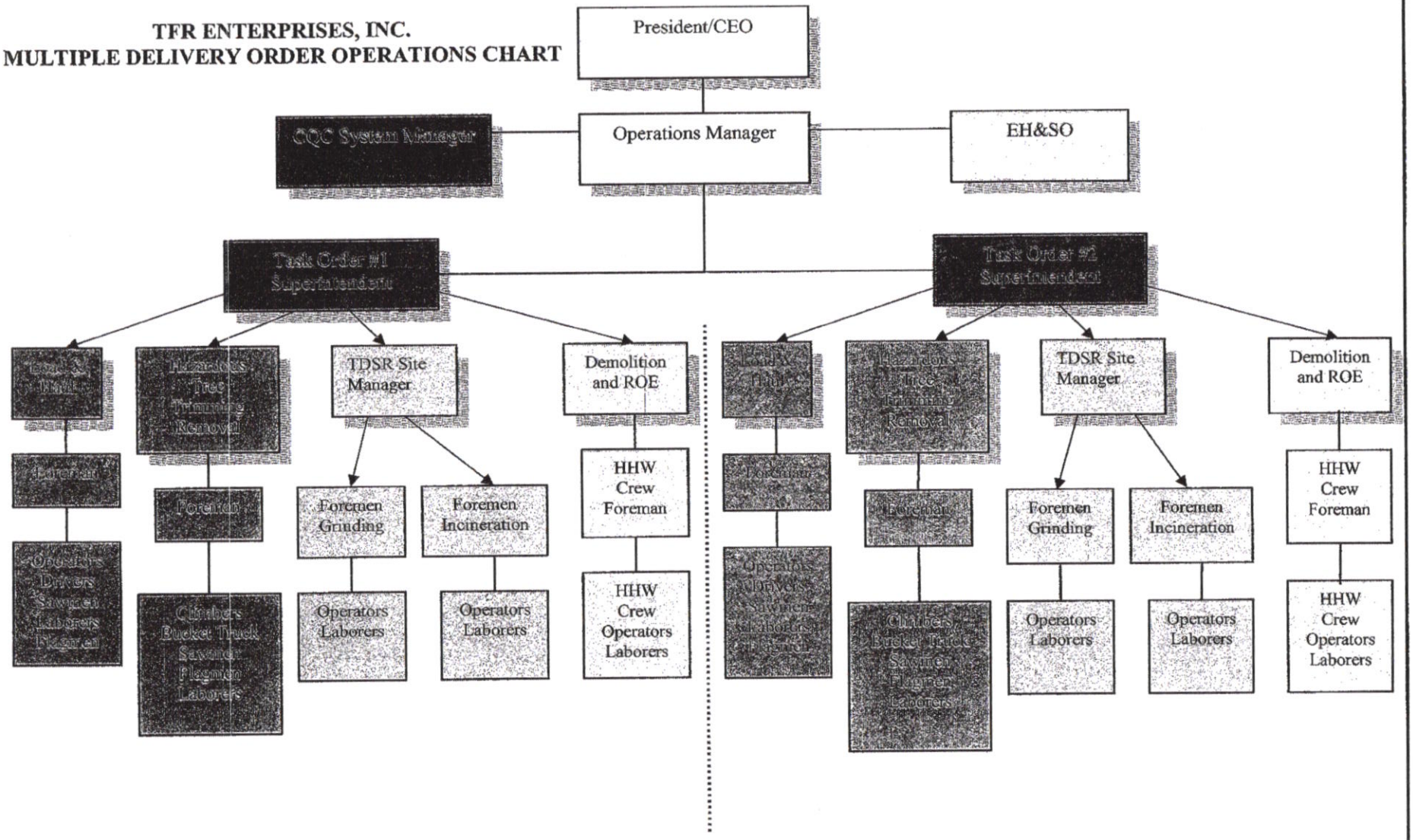
The number of standby contracts will not negatively impact North Bay Village. TFR will manage each project with TFR personnel and independent of one another. In 2017, we called upon Project Managers whom have worked on previous projects with us, to meet the needs of our clients. We did not fail to show up and provide resources for every notice to proceed we received.

Multiple Delivery Orders in Multiple Locations

In general, the company management approach applied to multiple projects being performed simultaneously is:

- Each Task Order has its own Task Order Superintendent assigned.
- Task Order Superintendents have the authority to commit the company
- All Task Order Superintendents report to the Operations Manager
- Depending on scope of work and size of contract:
  - A Project manager will be assigned to each phase of the debris removal/management operations, (i.e., Load & Haul Manager, TDSRS Manager)
  - Each Project manager will report daily to the Task Order Superintendent
  - Each crew will be under the direction of a Crew Foreman who will report to the Project manager
  - Crew foremen will be responsible for maintaining daily reports and overseeing the crew operations
- Each Project manager will:
  - Provide daily work assignments to each crew foreman
  - Perform daily reviews with the Task Order Superintendent of work performed, time schedules, performance targets and work assignments for the following day

TFR ENTERPRISES, INC.
MULTIPLE DELIVERY ORDER OPERATIONS CHART



Tab 4: Operational Plan
TFR Enterprises, Inc. Overview

- TFR Enterprises, Inc. is a debris removal contractor, first incorporated in 1989 in the State of Tennessee, and actively participating in disaster recovery contracts nationwide since Hurricane Andrew in 1992.

- May 2014, TFR was awarded two (5) year Advance Contracting Initiative (ACI) Single Award Task Order Contracts (SATOC) for Debris Management Services within the Southwestern and South Pacific Divisions under the USACE.

- TFR has successfully completed more than 150 disaster projects and all our clients have received 100% of their eligible reimbursement.

- TFR has **NEVER** defaulted on a contract, nor has any regulatory or license agency sanctions been imposed.

- TFR owns more than 150 pieces of equipment that is primarily designed for use in debris removal operations.

- In August 2016, TFR responded to the flooding that impacted Louisiana and successfully completed debris hauling in District 61, District 3, and Iberia Parish simultaneously.

- In 2017 Texas, Florida, and Puerto Rico were devastated by the crippling Hurricane Season. TFR successfully managed and completed 21 projects simultaneously.

- During Hurricane Ike, TFR supplied crews to assist the USACE contractor with the task of opening up Interstate Highway 45 between Houston and Galveston and the Galveston Beach Road 3005 so that other contractor and rescue/recovery crews could access the damaged area. This assistance was provided in addition to TFR's response and performance to 6 of its own prime contracts (which included two counties) **removing in excess of 1,800,000 cubic yards of debris.**

- The 2005 Hurricane Season, which saw major damages from Hurricanes Dennis, Katrina, Rita and Wilma, resulted in TFR handling **6,000,000 cubic yards of debris within 180 days**.

- Federal Employer Identification Number: 72-1149862
- DUNS Number: 08-1346561
- E-Verify Number: 303767
- Single Project Bonding Capacity: **$50,000,000**

FEMA Compliance Team

TFR personnel have conducted over 150+ federally funded projects, and as such, has gained invaluable experience and familiarity with the FEMA recording and reimbursement process conducted under the federal *Public Assistance Program*. With no turnover in our key personnel for the past five (5) years, our employees have been working as a cohesive team to confront FEMA issues and ensure the reimbursement of our clients for 28 years. Jennifer Frankovsky, our Director of Business Development, in conjunction with Tiffany Wilkes, Contract Compliance and Reconciliation Administrator, head our *FEMA Compliance Team* in any and all disaster-related projects. Our *FEMA Compliance Team* is deeply vetted in FEMA management and operational styles, and **NEVER** has TFR, or its officers, had a disputed claim for FEMA reimbursement. These individuals are very familiar with and aware of the federal guidelines for independence in accountability and reporting as well as recognizing that it cannot perform or assume the sovereign duties of the government officials. However, this does not preclude TFR from offering the following services to aid our clients in complying with the federal *Public Assistance Program* while seeking additional funding and grants for various Permanent Works Projects:

- Provide extensive pre-event training sessions with review of previous submitted FEMA paperwork
- Design appropriate cost tracking systems before approval of Project Worksheets is received
- Assist our client in estimation of debris volumes by debris types and debris management costs for Preliminary Damage Assessments
- Provide, review and confirm accuracy of supporting documentation (i.e. Truck Certifications, Load Tickets, Equipment Time Sheets, etc.) for the Project Worksheets to realize full reimbursement

Emergency Response and Deployment Plan -Preliminary Planning

Preparation is the be-all of good emergency management. As such, TFR offers annual on-site training and tabletop exercises for all clients wishing to participate. Usually lasting 4 to 5 hours, TFR conducts the training service in the months preceding Hurricane Season on simulated events developed by TFR. We offer this value-added service to clients to familiarize ourselves with key emergency management officials and local agencies designated to the project. TFR believes understanding the needs of the local officials allows us to tailor-make a debris management plan that best suits the community.

In the past, TFR's key personnel have worked closely with many different "Monitoring/Consulting" firms which have been retained by the clients, and whose responsibility it is to provide expertise and guidance in the application of FEMA regulations and reimbursement, to provide the aforementioned services.

Working together the client, and or its' designated representative, and TFR will develop a complete, full service debris management plan that anticipates encumbrances, highlights transparency, emphasizes expediency, and forces accuracy. The preparation and experience gained during our training exercises will position local officials to respond quicker and realize full FEMA reimbursement. Additionally, by identifying key elements, such as debris

management sites and staging locations, TFR can better rapidly mobilize to ensure an efficient response immediately following the storm.

Debris Management Site Location and Testing

One of the most important factors in rapid mobilization and debris removal is the identification, certification and preparation of the temporary debris management site. We cannot begin to remove debris from the rights of way until we have a place to take it. Therefore, it is critical that site identifications, approvals and preparation be addressed immediately after the disaster event.

TFR is dedicated in assisting our clients in the selection and qualification of debris management sites. Identification and selection of appropriate debris sites are vital to the recovery process. TFR has assisted in locating suitable sites for temporary storage and reduction of debris for many of our clients. This is performed with careful attention to Federal and State regulations and requirements.

In past planning sessions, advanced identification of possible temporary sites has been a priority topic. If potential sites can be identified prior to an event, some of the requirements to authorize the location for this use can be accomplished in advance of a disaster strike. Some of these procedures can include researching the historical information to ensure compliance with the National Historic Preservation Act and soil and water samples being collected to file with State Environmental Protection Agency. Identifying sites early will also aid the contractor in preparing a "site plan" to locate the most advantageous layouts and locations for ingress and degress, taking into consideration probable traffic patterns. Whenever possible, multiple sites should be identified in various locations of the municipality/jurisdiction in order to shorten the removal time of taking debris from rights of way and dumping at the temporary sites.

Priorities of the Client

When requested, TFR will assist in the establishment of emergency routes with a pivotal focus on immediate need facilities. TFR will work closely with the client to assist in the clearing of priority routes for certain immediate need facilities, including the client's EOC, government buildings, hospitals and FEMA Distribution Centers, to employ a rapid 70-hour "Push" to secure the facility access. Following the establishment of emergency routes, TFR and client representatives will review maps and designated debris sites for debris collection. Our goal is to develop a master plan outline that addresses the priorities and requirements of the client and ensures the efficient allocation of resources to debris-ridden areas while emphasizing safety to our crews and the community.

Additional Goals of the Preliminary Planning Meetings

- Identify potential disaster threats by examining past disaster/debris issues in similar jurisdictions
- Introduction of Project Management Team
    - Roles and responsibilities of key members of TFR
    - Roles and responsibilities of key member of the client's debris team
- Review of overall Debris Management Plan of the client

  - Analyze pre-strike procedures, staging locations, mobilization plan and response times
  - Review 70-hour "Push" efforts and immediate need facilities to the community
  - Examine hauling plan and sectoring information for efficient response
  - Debris Management Site Management Plan, including ideal locations, site plan and potential environmental issues
- Participation goals for local, Disadvantaged Business Enterprises and vendor firms
- Review of various public information strategies
- Examine past projects and lessons learned

Emergency Response and Deployment Plan -Imminent Event

Beginning approximately three to five days from the event, TFR begins preparing its equipment and personnel deployment. Depending on the potential severity of the event, personnel and equipment support items are procured during this time (food, water, fuel, etc.). These items are critical to TFR's ability to be completely self-sufficient. Our Project Administrator will begin contacting subcontractors to ascertain the following information:

- Availability to commit to TFR and the project
- Insurance Policies
- Current equipment and personnel ready to mobilize
- Mobilization schedule
- Plans to maintain complete self-sustainability

Priority will be given to local subcontractors who meet TFR's standards, followed by subcontractors with which TFR has significant experience and trusts the standards of quality by which the subcontractor performs its operations.

During this same time period, the Fleet Manger in the home office will begin calling National and Local Equipment Rental Dealers to identify available equipment on hand, such as Rubber Tired Front-End Loaders, Skid Steer Loaders, Grapple attachments, Knuckleboom Loaders, Bucket Trucks, Vacuum Trucks, Water Trucks, Bulldozers, Portable Generators and Portable Toilets, to augment, if necessary, TFR owned equipment. Additionally, the Fleet Manager will begin procuring the necessary permits to transport the large equipment.

Two to three days prior to landfall, members of the TFR management team, such as the Project Administrator, Operations Manager, and Project Manager will mobilize to the client to begin making final plan reviews, finalizing staging areas, make lodging arrangements, and begin preparing debris management site specific operational, safety, and environmental plans. Logistical arrangements for the positioning of the Emergency Push crews prior to landfall are finalized during this period.

One day prior to landfall, Emergency Push Crews are mobilized to their predetermined positions. These crews are strategically placed so that they may arrive on the back side of the hurricane, as soon as safely possible, so as to begin opening critical roadways for the

local emergency responders. The exact number of crews will be based upon the likely severity of the event but will meet or exceed the client's standards.

The TFR Operations Manager will be working with the client and will be with them throughout the event, riding out the event in the Emergency Operations Center if needed.

Emergency Response and Deployment Plan -First 72 Hours



During the first 24 hours following landfall, TFR's multi-faceted Emergency Response and Deployment Plan is fully activated. The Emergency Push Crews are opening critical roadways, as prioritized by the client. Equipment utilized during the "push" consists of rubber tired front-end loaders, bobcats, backhoes, and other equipment types. Safety is of utmost importance during this activity and coordination with the local power provider is critical, as downed power lines are a serious safety issue for these crews. The goals of the Emergency Push are:

- Clear roadways according to the given priority schedule
- Clear parking lots at critical facilities (police stations, hospitals, etc.)
- Remove large piles or material that interfere with critical lines of sight
- Maintain accurate time schedules and coordinate all activities with the client's force account labor so as to maximize the "70 operational hours" that may be reimbursed by FEMA prior to moving to unit rate billing.

While these crews are working, many other tasks are simultaneously occurring. One of the most critical objectives during the first 24 hours is the completion of the initial damage assessment. The primary goals of this assessment are:

- Determination of the affected area
- Extent of the damage
- Estimated amounts and types of debris
- Optimal DMS locations

Much work must be done during the first 24 hours to prepare the Debris Management Sites for debris management and reduction. This work consists of:

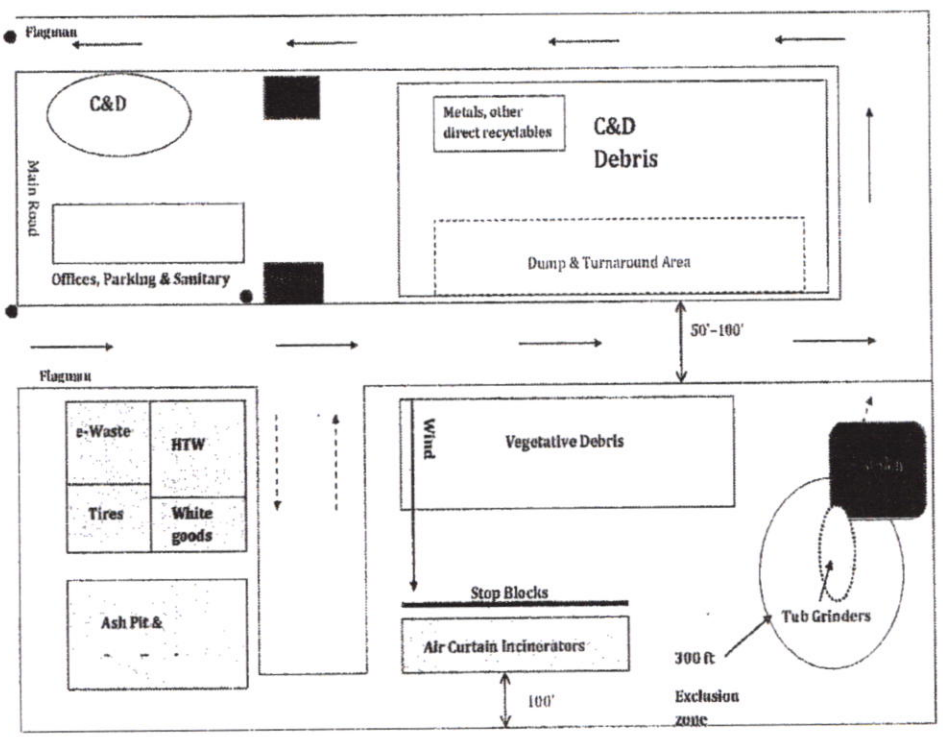
Obtaining and Possessing Necessary Licenses and Permits

- The Operations Manager or his designee will investigate the state and local statutory requirements needed to perform the work described in the pre-position planning in the affected areas and determine what permits are necessary to complete the work. Video and/or digital photographs of the site, before occupation, will be made for the record, in addition to any soil, water or other test documents. After acquiring all necessary permits and licenses, the Operations Manager and the Environmental Manager will then prepare copies of all necessary permits for delivery to our client's representatives.

Submittal of Site Plan and Establish Field Offices and Equipment Staging Area

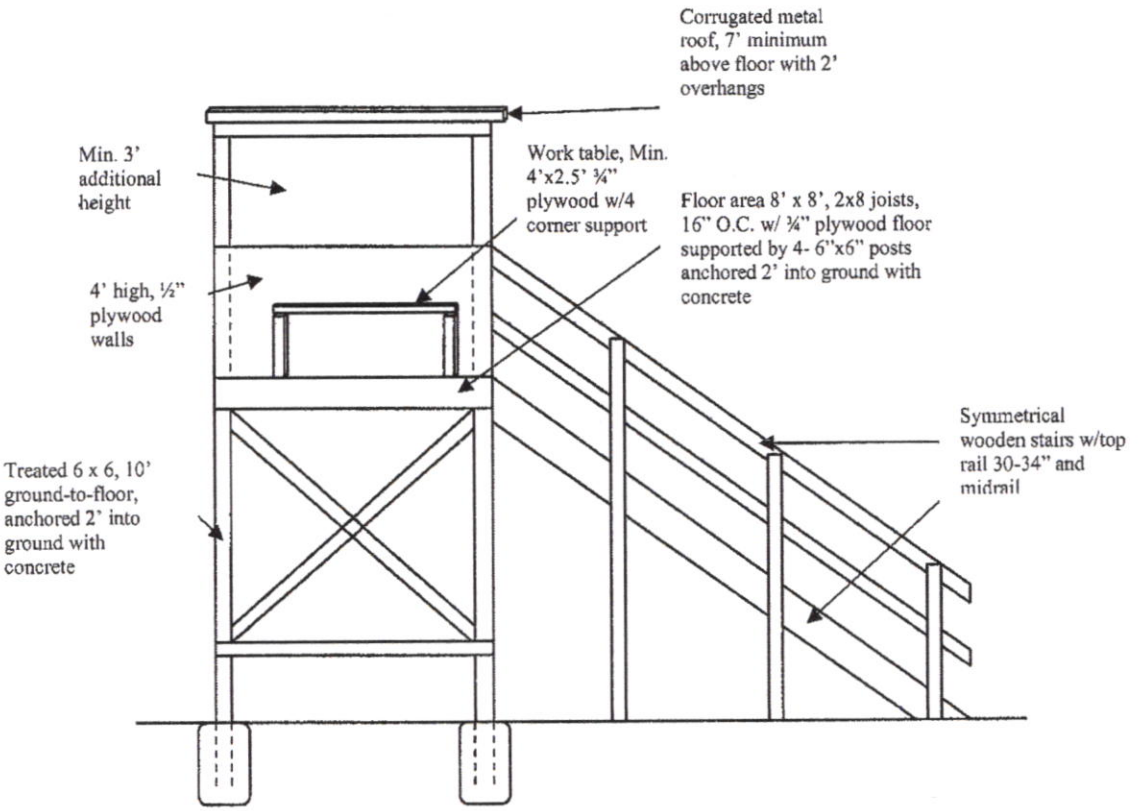
- After the approval/assignment by clients' representatives of the DMS, the OM, the site manager and representatives of the client will make a physical review of the site. Within 12 hours of the location and inspection of the site, a final site plan will be submitted for approval. The Site Plan shall reflect:(1) access to the site (ingress, egress) (2) site preparation-clearing, erosion control and grading, (3) traffic control procedures, (4) safety, (5) segregation of debris, (6) location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower, (7) location of vegetative debris dump, (8) location of Mixed Debris and C&D dump, (9) location of temporary sanitary facilities, (10) location of reduction operations including incineration operations, chipping operations, (11) location of any existing structures or sensitive areas requiring protection from smoke, dust, noise and with awareness to existing traffic conditions (12) location of dump area for debris hauled from the public or haulers other than TFR with traffic patterns reflected for this area. Tasks will then be assigned to construct and establish required elements of the site, such as the inspection tower, hazardous materials containment area, temporary fencing, etc.

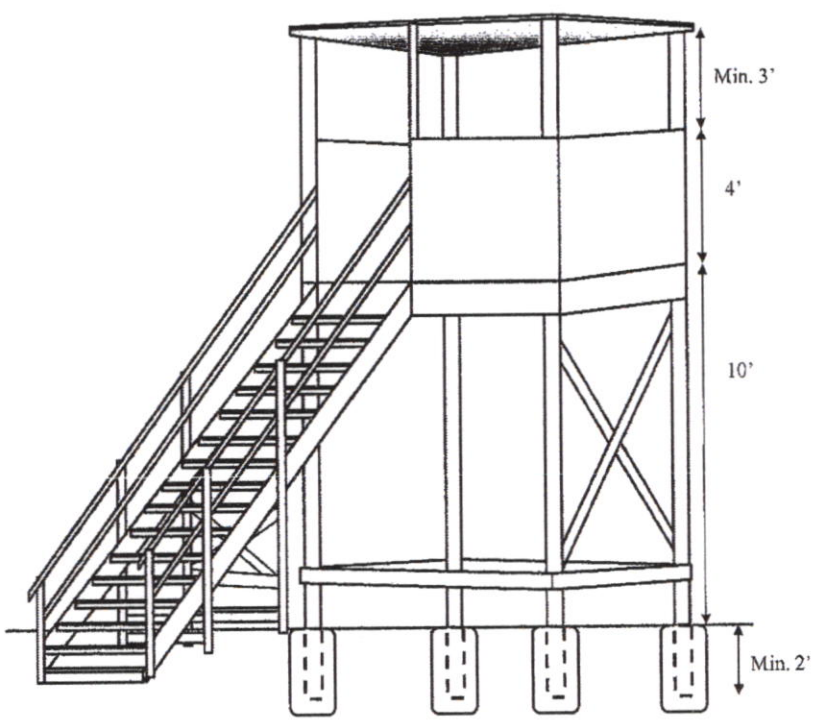
For the purpose of this RFP and for the general understanding of the layout offered by TFR, included is a general site plan utilized by TFR on previous projects and that directly addresses the uses outlined above. However, before these site plans can be formally submitted, the necessary soil and water samples will need to be taken, checked and filed with appropriate Government Agencies and maintained, on hand, at the TFR field office. The site plan will be reviewed and accepted by client representatives before the DMS begins accepting storm-generated debris.



T.F.R. Enterprises, Inc.
DISASTER RESPONSE DIVISION

Inspection Tower Construction Diagrams





Additional items that MUST be procured during this time, if they have not previously been procured, are:

- Lodging, preferably an RV park
- Distribution of Employee and Subcontractor Contact Lists
- Acquisition of all necessary Permits and Licenses

Twenty-Four to Forty-Eight Hours Post-Event

Within 48 hours of the event, all mandatory administrative deliverables (bonds, safety plans, etc.) will be submitted to the client. Operationally, TFR is committed to the following:

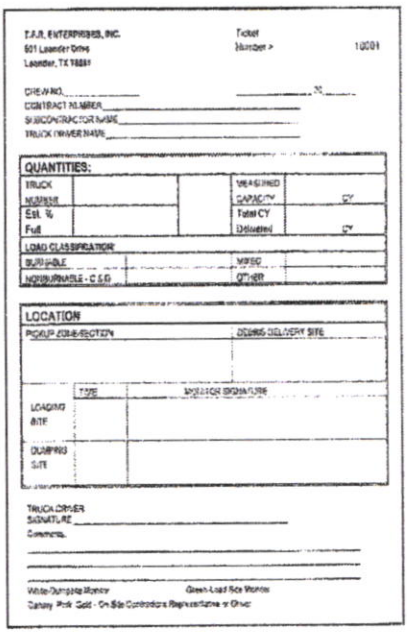
- 50% mobilization and certification of load and haul crews
- At least one DMS will be operational and receiving debris
- Emergency Push will be 66% complete

Forty-Eight to Seventy-Two Hours Post-Event

- 100% mobilization and certification of haul crews (if more than 150 units are required, 96 hours may be required)
- Emergency Push is complete

Emergency Response and Deployment Plan – Load and Haul Phase

The first thirty days are of utmost importance in maximizing our client's FEMA reimbursement, particularly if they have elected to participate in the Public Assistance Program, as outlined in the PAPPG January 2018 publication. This program states that a Public Assistance Applicant may receive reimbursement of up to 85% of the costs incurred within the first 30 days, 80% of the costs incurred between days 31 and 90, and 75% of the costs incurred between days 91 and 180. **TFR is committed to an aggressive mobilization and operational strategy that will maximize this reimbursement. Unless it is a major event, TFR's goal is to complete 75% of the load and haul within the first thirty days and be complete with the load and haul by day 60.**


T.F.R. ENTERPRISES, INC.
601 Leander Drive
Leander, TX 78641

Ticket Number > 10001

DRIVER NO. _____ % _____
CONTRACT NUMBER _____
SUBCONTRACTOR NAME _____
TRUCK OWNER NAME _____

QUANTITIES:

TRUCK NUMBER		WEIGHED CAPACITY	CY
Est. % Full		Total CY Delivered	CY

LOAD CLASSIFICATION:

BURNABLE	MIXED
NONBURNABLE - C & D	OTHER

LOCATION

PICKUP ZONE/SECTION	DEBRIS DELIVERY SITE

	TIME	MONITOR SIGNATURE
LOADING SITE		
DUMPING SITE		

TRUCK DRIVER SIGNATURE _____
Comments:

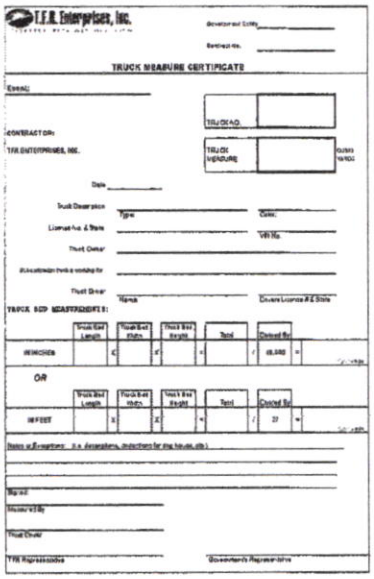
White-Dumpsite Monitor Green-Load Site Monitor
Canary Pink Gold - On-Site Contractors Representative or Driver

Removal of Debris from Public Right of Way

Upon receipt of a task order and at the direction of our client's representatives, the Operations Manager will direct the Load and Haul Supervisor to dispatch the previously selected loading and hauling equipment to starting locations agreed upon by the client and TFR.

One foreman will oversee the loading and hauling operations for each crew. The foreman is responsible for conducting toolbox safety meetings, and a general briefing of operations including truck routes, local ordinances and other pertinent information. The foreman is

equipped with fire extinguisher, pick-up truck with mobile radio and cellular telephone, first aid safety kit and list of emergency telephone numbers and map to emergency medical facilities. The foreman is responsible for preparing a daily report of activities.


T.F.R. Enterprises, Inc.

TRUCK MEASURE CERTIFICATE

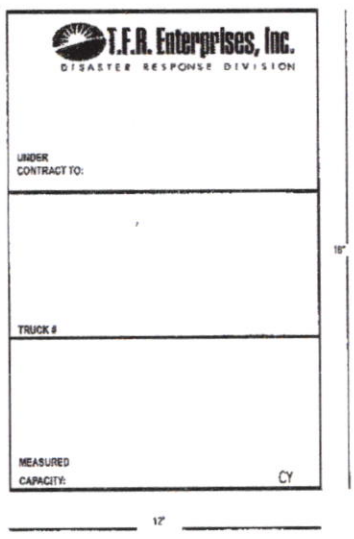
Prior to Truck Certification and Inspection, all Subcontractors will have met with the Sector Foreman and provided the necessary paperwork including copies of current certificates of insurance (general, auto, workers comp.) copies of driver's licenses, and the execution of Subcontractor Agreements including:

- Copy of Scope of Work
- Copy of Accident Prevention Plan
- Copy of Safety Sheet
- Copy of Ticket Reporting Procedures
- Location of Emergency Response Facilities and Contact Numbers
- Copy of Equal Opportunity Policy
- Copy of Alcohol and Drug Abuse Policy

A truck Measure/Certification Site will be established at DMS, staging site, or another appropriately designated location determined by the County and City, for all trucks to be inspected measured, photographed, and, in case of tonnage contracts, a tare weight. Truck Certification, available upon request, will include the recording (first on a paper Certification Form and by Electronic Form) of the following:

- Date of Measure
- Assigned Truck Number
- Truck Measured Capacity
- Truck Description (including model, type and color)
- License No. And State
- VIN No.
- Truck Owner
- Name of Subcontractor Truck is working for
- Truck Driver
- Truck Driver's License No. And State
- Truck Drivers cell phone or contact number
- Truck Tare Weight
- Notes or exceptions (i.e. descriptions, deductions for dog house, etc.)
- Signature space for;
    - Truck Driver
    - Contractor's Representative
    - Client's Representative

SAMPLE TRUCK IDENTIFICATION PLACARD



- A photograph of the Measured Truck w/driver will either be, taken by Polaroid Camera and attached to the Certification Sheet; or by Digital and Stored.
- Each Truck Dump Bed will be assigned the required TFR issued side signs on each dump body, all to be weather durable, tamperproof and non-removable and will include (in large and clear writing):
    - Company Name
    - Truck Number
    - Maximum Volume in Cubic Yards
    - Inspector's Name and Date
    - These signs will be placed, one each on each side of the dump bed body and be maintained throughout the duration of the project to ensure readability.
- Additional Truck dump trailers (pup trailers) will each have a separate truck measure certification including all of the information outlined above along with a notation as to the truck that it is coupled with.
- The truck certification will include:
    - Inspector's Name and Date

Before equipment is dispatched to the loading sites, it will have already undergone all the necessary safety inspection, measurement and hauling procedures at the staging area as outlined in the section above. All loading and hauling crews will have received a copy of the scope of work, accident prevention plan, safety indoctrination, and assigned a crew foreman. All crews and foremen will be instructed by the Project Manager that they are to work in areas designated by a client Debris Manager and are not to relocate or move from one area to another without prior approval of the Operations Manager. No employees, or subcontractors of TFR will be allowed to work for private or other public entities while employed or contracted under this project.

Hazardous Tree Removal

Unstable and leaning trees along a public ROW or within a naturalized area, such as public parks or golf courses, may be eligible for removal. The Sub-Grantee may choose to attempt to save the tree through straightening and bracing, if the cost of repair is less than the removal and disposal. A tree is deemed hazardous and eligible for removal if:

- The tree is an immediate threat to public health and safety or improved property
- It has a DBH of 6" or greater when measured 4.5 feet above ground level

AND one or more of these criteria:

- 50% or more of the crown is damaged or destroyed
- A split trunk or broken branches that expose the heart wood
- Fallen, leaning or uprooted within a public use area
- Leaning at an angle greater then 30 degrees

After a tree has been deemed eligible and scheduled for removal, TFR tree crews will discuss a tree specific removal plan to ensure a safe, proper felling operation, considering:

- Surrounding area for anything that may cause trouble when the tree falls
- The shape of the tree, the lean of the tree and decayed or weak spots

- Wind force and direction
- Location of other people
- Electrical hazards

Once the tree crew has identified a tree specific removal plan, the following procedures shall take place:

- The employee shall work form the uphill side whenever possible.
- Prior to felling operations, the work area shall be cleared to permit safe working conditions and an escape route shall be planned.
- Each worker shall be instructed as to exactly what he/she is to do. All workers not directly involved in the operation shall be kept clear of the work area.
- Before starting to cut, the operator shall be sure of his/her footing and must clear away brush, fallen trees, and other materials that might interfere with cutting operations.
- A notch and back cut shall be used in felling trees over 5 inches in diameter measured at breast height (DBH).
- The depth or penetration of the notch shall be about one-third the diameter of the tree. The opening or height of the notch shall be about 2.5 inches for each 1 ft. of the tree's diameter. The back cut shall be made higher (approximately 2 inches) than the base of the notch to prevent kickback.
- The resulting notch shall be flush cut to the ground.

Hazardous Limb Removal

Hazardous limb removal work shall consist of the removal and disposal of storm-damaged limbs that are:

- Imminent and impending peril to the public
- Greater than 2" in diameter at the point of breakage
- Broken and still attached to the tree

The resulting debris will be collected from the grounds and hauled in accordance with normal debris collection standards.

Hazardous Stump Removal

The removal of hazardous stumps is a unique process requiring specialized equipment. As such, this process requires unique documentation and costing to realize full reimbursement, and meet the following criteria:

- 50% or more of the root-ball exposed
- Greater than 24" in diameter, as measured 24" above the ground
- Located on public property or a public ROW
- The removal of the stump requires extraction

Once the diameter is established, pictures are taken, GPS coordinates establishing the location and the specific threat documented, the stump will be physically removed by the best means available. The resulting hole from the stump removal will be backfilled and amount of material needed will be recorded.

Reduction of Debris

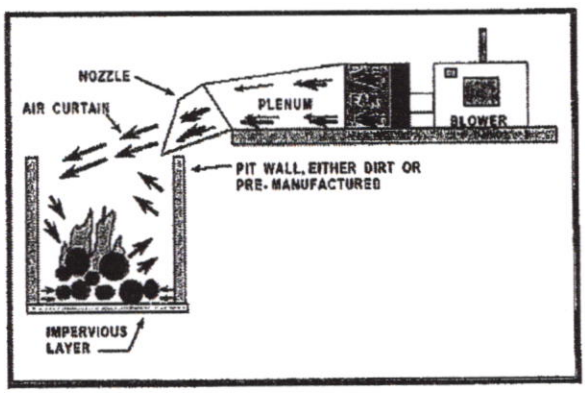
Reduction of debris is normally applied to the vegetative debris such as brush and trees debris, which is also referred to as "burnable debris". However, the reduction process can also be applied to some items that are considered non-burnable or construction and demolition debris. This would include such items as household furniture, construction materials such as roofing, treated timber. This process is applied for the purpose of reducing the volume of the material that is being landfilled. The economic evaluation of weighing the reduction cost against the unreduced landfill cost will be a factor in determining the feasibility of this approach. The most common methods of reduction are burning, chipping and grinding, compacting and recycling. Recycling is covered in the various sections as appropriate.

Incineration

There are two general classifications of the burning method, open burn and air curtain incineration.

Open Burning: Open burning, although very cost effective, may not be suitable for urban areas. The feasibility of this method is very dependent on location and the cleanliness of the debris. Many areas and locations will not permit open burn particularly in urban environments where heavy smoke can create health and property damage concerns. However, in rural locations, if the debris is clean, there is very little environmental impact and the resulting ash can remain on the site or be used as a soil additive. Bulldozers and loaders are the primary equipment required to operate an open burn process.

Air Curtain Incineration: Air curtain incineration is also a very cost-effective method of reducing clean, vegetative debris but with less environmental impact than the open burning method. Air curtain incineration, incorporates the use of a "burn pit" aided by a forced air blower. The pit can be constructed below or above grade (depending on water table) and includes a mechanical blower to create constant optimal burn rates and an "air curtain" effect. The air curtain incineration system is a combination of the blower and pit, engineered as a unit to achieve the effect of holding the smoke while feeding air to the fire pit. Since differing site locations contain differing conditions, such as soil composition, water table levels, etc. there are no air curtain incineration systems standards in the industry. In the construction and operation of an efficient air curtain incineration system, special consideration must be given to the following factors:

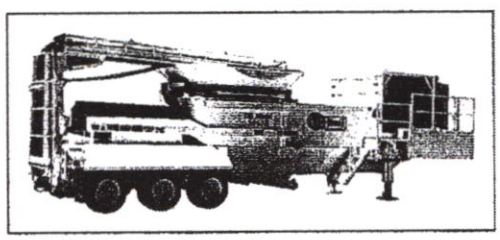


- A set back of at least 100 feet between debris piles and the burn area with a minimum setback from buildings and structure of at least 1,000 feet.



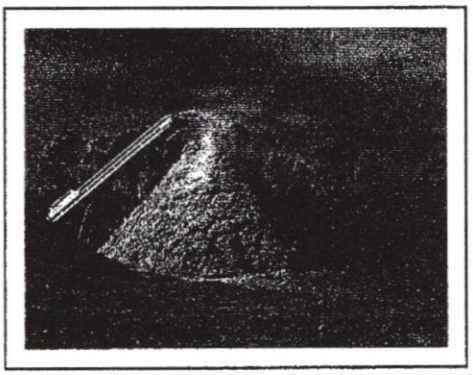
- Construction of non-combustible "warning" stop blocks (at least 1 foot in height) for equipment located at the burn pit
- Use limestone (or equal material) for the construction of the "pit" with reinforced earth anchors, or wire mesh to support the loader ramps.
- Use clay or limestone to create an impervious layer on the bottom of the pit to prevent leaching of the ash from the aquifer. This layer shall be at least 1-foot deep and will be regularly inspected and maintained at that depth in the event scraper activity removes part of the layer during operations.
- Seal the pit ends at least four feet high.
- Pit construction (in accordance with this solicitation) shall be 8-9 feet wide, and 14 feet deep.
- A 12" dirt seal will be placed on the lip of the burn pit area to seal the lower nozzle.
- The blower will be configured to direct the airflow to strike the wall of the pit 2 feet below the edge. Operators will be instructed that the debris should not break the path of the airflow except during dumping.
- Equipment used will be tested and adjusted to assure that a minimum nozzle velocity of 8,800 ft/min (100 mph) and a volume of 900 cf/min/linear feet is produced during burn operations.
- The length of the pit shall be no longer than the length of the blower nozzle.
- The operators shall be instructed to load the pit uniformly along its length.
- Operators will also be instructed to extinguish the fire at least 2 hours before removing the ash.
- Water trucks will be used to dampen ash residue as well as areas surrounding the burn site.

Chipping/Grinding



Reduction of debris by chipping and/or grinding is an opportunity to recycle the vegetative debris back to an economically beneficial use. However, the overall economic impact of chipping/grinding compared to burning will have to be reviewed before a determination can be made. Grinding/Chipping is the reduction of woody, vegetative debris by cutting and pounding the debris to reduce the woody materials into small pieces or "chips" This method normally produces a reduction of between 3 to 1 and 5 to 1, whereas burning reduces the debris by approximately 95%. However, wood chips have the possibility to be recycled and used as mulch, fuel, ground cover and animal bedding to name a few. The availability to recycle the chips would be a significant factor in determining the economic value of chipping/grinding. In the construction and operation of a chipping/grinding reduction operation, special consideration is given to the following factors:

- Grinding machines must have a clearance of 300 feet. Warning signs must be stationed around the perimeter of the grinding equipment, warning of possible flying objects from the grinders.



- The grinding machines must have screens, which produce chips not exceeding 4 inches in length and ½ inch in diameter.
- Liners shall be placed underneath grinders, and other stationary equipment, as a preventative measure against possible leaks or spills exposing the soil and groundwater to contaminants.
- Debris must be sorted and clean of other contaminants such as metals.
- Operators must wear hard hats even in closed cab machines while operating.
- Root Rake loaders are used to avoid contaminating the debris entering the grinder with dirt or sand.
- With a grinding capacity of approximately 800 CYD in an hour, debris hauled into the DMS site can be reduced and recycled while other debris is coming in making room for more debris and not requiring as much land mass for the site.
- Ground debris or mulch shall be stored onside in piles no higher than 15 feet. Such piles shall not remain on site for longer than seven (7) days and haul out procedures shall be put in place to ensure the continued turnover of the material. Ground debris or mulch, is monitored daily for heat and internal combustion.

Segregation of Debris

Before material is brought into the DMS, all preparations for the site as outlined previously will be substantially completed. The DMS will have staging areas for each category of debris brought into the site. All debris will pass by the inspection tower after entering the site and all loads will be inspected.

Although every effort will be made to segregate debris on the right-of-way before loading, debris materials still become mixed and some loads are so co-mingled that they are classified as mixed debris loads. These loads will be directed to the area defined on the site plan as the "mixed debris" pile. This material will be sorted and separated by machines with grapples and "thumbs" and by hand labor and placed into the C&D, Vegetative, HHW, White Goods, and Metal Piles.

C&D Debris is non-burnable, non-recyclable debris that will eventually be delivered to a landfill. Samples of this type of debris include mattresses, clothing, household garbage, concrete, asphalt, metals, plastics, manufactured furniture, building components, etc. Parts of this material, if well separated, can be reduced by grinding before landfill, so as to reduce the cost of hauling and tipping fees (if charged by volume). Other parts, such as metal can be recycled if well separated and cleaned.

Vegetative Debris is burnable debris and can be reduced by either incineration or by chipping/grinding. If reduced by incineration, the estimated reduction rate is 95% and leaves the ash residue to be hauled off and disposed. If reduced by chipping/grinding, the reduction rate is estimated at only 60%-75%, however, the by-product, mulch, can be recycled. The

vegetative debris may become mixed with earth materials such as dirt, gravel, rock, or sand during the disaster. Root rakes are employed to shake and separate the brush and vegetative debris before it is reduced. Sometimes shaker screens or trommels are necessary to separate the earthen debris before reducing.

Household Hazardous Waste (HHW) is debris such as household chemicals, pesticides, unidentified liquids, paint, batteries, etc. As mentioned earlier, the primary goal is to separate this material on the curbside and pick it up separately by a designated HHW crew. These items are then delivered to the collection points designated by a Client Debris Manager. However, if HHW inadvertently becomes co-mingled with other debris and enters the site, it is separated from the other debris and placed into a Hazardous Containment area on the site for further disposal by those licensed to handle and dispose of this type of debris.

White Goods refers to items such as refrigerators, air conditioners, freezers, etc. which may contain chemicals or fluids such as Freon or oil, which must be remediated by someone with the appropriate license and certifications to do so. These items should be separated at curbside and delivered to the collection points designated by a Client Debris Manager. If they are brought to the site for temporary storage, they will be contained in a separate staging area so that they may be inspected and properly cleaned of all chemicals or fluids.

Metals will be separated at the curbside and delivered to a separate staging area at the DMS unless directed otherwise by a client Debris Manager. These items may be recycled.

During the operation of a DMS Site, special attention is afforded to the following areas:

- Site Safety: The Operations Manager and the Site Project Manager will conduct a Pre-Operations Site Safety meeting prior to the beginning of operations of the debris reduction site. Items to be included in the Safety meeting will be:
- An overall review of the Site Plan and directions as to the location of all temporary structures, the planned traffic flow, location of first aid stations, eye wash stations, fire extinguishers and location of sign with postings of emergency numbers.
- The first Weekly Safety Meeting will be held and all information as outlined in the Company Safety and Occupational Health Plan will be covered.
- The Activity Hazard Analysis for each operations activity will be reviewed and discussed.
- A communication path between the site management and site personnel will be established in the event of an emergency so that an orderly and efficient means is established to mitigate the event.
- Dust Control: TFR provides water trucks, which do routine trips throughout the site during the operations, keeping dry roads dampened for minimizing the dust count. Water trucks are also used to dampen ash residue when removed from burn pit to ash pit. Attention is given to normal wind direction when layout of the site is prepared.
- Hazardous Materials Containment Area: The Site Manager will regularly inspect the Hazardous Materials Containment area for any cuts, tears or leaks in the protective membrane that lines the containment area. The Manager will also inspect the berm surrounding the area to assure proper site runoff is still intact.

- Roadways: Traffic will be designed as to allow the flow of incoming and outgoing debris trucks to avoid congestion. Safety, and directional signs will be posted throughout the site along with flagmen to assist and control traffic flow as well as for safety reasons. Road surfaces will be rock-laid for easier maintenance and to protect from erosion. Private, non-operation-related traffic will be prohibited from the site.
- Communication: Operators and flagmen are equipped with two-way radios on the same frequency as the office base radio unit so that communications will be readily accessible throughout the site.

Disposal

Disposal sites for the debris will be determined before operations begin. This submittal encompasses the possibility that a permanent or final debris resting-place may not be immediately available in the beginning of operations, and we have therefore included the general operations of a Temporary Debris Storage and Reduction (DMS) site in this proposal.

Disposal of debris is the operation of placing debris in its final resting place such as a licensed, permitted permanent landfill or as expressed above, at a DMS site. This operation includes the use of hauling equipment. In the Hauling and Dumping operations, special consideration is given to the following:

- All loading and hauling crews are under the direction of a TFR supervisor. Daily reports are maintained by the Crew Foreman, and all equipment down time for repairs are noted on the daily reports. Hours of each piece of equipment and each employee are recorded and reconciled with a Client Representative, daily.
- Qualification of all operators/drivers is reviewed and determined before being allowed to haul materials.
- All insurance documents and copies of driver's licenses are on file in the field office before beginning operations.
- The safety orientation meeting is held by the Load and Haul Project Manager before operations begin.
- Equipment is inspected, and a record of the inspection is retained on file in the filed office before operations begin.
- Operators/drivers are versed on the dumpsite procedures before leaving the loading site.
- All truck operators will be instructed to observe traffic regulations and follow the instructions of the flag persons.
- All operators will report to the weigh station/inspection tower and deliver their "load ticket" to the QC operator (or government inspector) for inspection and approval before proceeding to dump his/her debris.
- The designated dumpsite operator will direct each truck operator as to where to dump each load at the dumpsite location.
- Each truck operator will inspect his truck and tailgate after the dumping process is completed to assure that it is secure before leaving the dump area.

- Truck operators will follow the designed traffic flow when leaving the dump and return to the designated loading area.

Haul Out Procedures

Hauling Out of debris is the operation of hauling reduced debris from a DMS to a final resting place at a designated destination to be used in any number of capacities such as ground cover, bio-fuel and fertilizer. This operation includes the use of hauling equipment. In the Hauling Out operations, special consideration is given to the following:

- All hauling crews are under the direction of a TFR supervisor. Daily reports are maintained by the DMS foreman, and all equipment down time for repairs are noted on the daily reports. Hours of each piece of equipment and each employee are recorded and reconciled with a Client Representative, daily.
- Qualification of all operators/drivers is reviewed and determined before being allowed to haul materials.
- All insurance documents and copies of driver's licenses are on file in the field office before beginning operations.
- The Load and Haul Project Manager hold the safety orientation meeting before operations begin.
- Equipment is inspected, and a record of the inspection is retained on file in the field office before operations begin.
- Operators/drivers are versed on the dumpsite procedures before beginning loading activities and hauling reduced debris out of the DMS site.
- Trucks are loaded by rubber-tired backhoes, or excavator, utilizing a mulch ramp constructed approximately twelve (12) feet high, eight (8) feet wide and at a grade, not to exceed, thirty-five (35) degrees. This shall be determined at the site depending on topography and availability. No individuals will be allowed on the structure unless otherwise instructed to do so by the DMS Manager and/or assessing the overall safety of the structure.
- Each truck operator shall inspect his/her truck before proceeding to the inspection tower to ensure the load is filled and all items are secured and covered by a tarp or other covering preventing chips from being blown from the bed.
- All truck operators will be instructed to observe traffic regulations and follow the instructions of the flag persons.
- All operators will report to the weigh station/inspection tower and deliver their "load ticket" to the QC operator (or government inspector) for inspection and approval before proceeding to leave the dump to its destination.
- Truck operators will follow the designed traffic flow when leaving the dump and return to the designated loading area.

White Goods, E-Waste, and Putrefied Foods

White Goods refers to items such as refrigerators, air conditioners, freezers, etc. which may contain chemicals or fluids such as Freon or oil, which must be remediated by someone with the appropriate license and certifications to do so. These items will be separated at curbside and will be delivered to the DMS collection point. At the DMS we will contain Dirty White Goods separate from White Goods and they will be inspected and properly cleaned of all

chemicals or fluids or removed by professionals certified and licensed to dispose of them. TFR shall submit a Dirty White Goods Operations, Cleaning and Disposal Plan prior to beginning site operations.

Upon award of a contract, a Hazmat removal team will be assigned to oversee the curbside removal and HHW removal at the DMS site and, if given a contract for ROE, precede the demolition team. The Hazmat team will remove all HHW and White Goods to the curbside, separated, before haul off, or demolition begins. This team will document on a daily reporting form, the type and quantity of HHW and White goods at the pick-up location.

- Refrigerants with putrescible wastes will be sealed by taping closed so as not to have accidental openings and spillage while in transit to disposal site.
- The separated HHW and White Goods will be transported by separate container from the demolition site to the DMS.
- Any HHW that may inadvertently become mixed with truckloads shall be separated at the DMS site and stored in the HHW area for removal by the HHW crew.
- Automobiles will be removed to a separate temporary storage area where they will be held for recycling.
- Loose tires located at curbside will be kept separate and removed by the HHW crew.
- Extra caution will be applied to the handling of dirty white goods that still contain putrescible wastes, such as sealed freezers, refrigerators, coolers and iceboxes. Putrescible waste is solid waste that contains organic matter capable of being decomposed by microorganisms and of such a character and proportion as to cause obnoxious odors and to can attract or providing food for birds or animals. Improper handling of putrescible waste could lead to odor issues that make siting and operating a DMS difficult. There are also numerous potential employee health and safety issues related to the removal and disposal of putrescible wastes. These White Goods shall be delivered to a landfill certified to handle Municipal Solid Waste.
- White goods may also have refrigerants (Freon and Freon replacements), and often plastics and motors and sometimes other electronic components that need to be removed before recycling. Refrigerant removal must be done by trained and qualified personnel and can potentially lead to spills of regulated chemicals. Only certified, experienced and trained personnel will be used for these critical tasks to minimize risk and maximize efficiency.
- All waste removal, cleaning and handling will be managed to minimize potential exposure of workers and others to waste and minimize generation of odors.
- Procedures such as proper sealing of refrigerants and containers will be in place to control vector exposure, attraction of wildlife and minimize volume expansion through addition of water to the waste stream.

Vehicles and Vessels

Abandoned Vehicles and Vessels will be removed and taken to a temporary staging/storage area. It is anticipated that the State Government's Department of Transportation or Department of Motor Vehicles will be the project manager for title of ownership issues related to any vehicle recovery and recycling project associated with the disaster response.

Vehicles and vessels brought to the staging areas will be inventoried by license plate, make, model, color and vehicle identification number. They shall be staged and site tagged for easy retrieval.

For a vehicle or a vessel to be deemed eligible it must:

- Present a hazard or immediate threat that blocks ingress/egress in a public-use area
- Ownership is undetermined
- The applicant followed all local ordinances and State laws by securing ownership
- The applicant verified chain of custody, transport, and disposal of the vehicle or vessel

Disaster Debris Recycling

TFR is a green industry company. The principals of TFR are proponents of recycling whenever possible and many members of management are LEED Certified. As such, TFR utilizes tub grinders, slow speed shredder, trommels, loaders, and excavators which are used to sort, separate, and reduce vegetative debris to reusable mulch, dirt, metals, and other construction products. Following each disaster event, TFR will make every effort to locate a reusable purpose for this material such as bedding material for plants, ground cover for parks, animal bedding, and reusable energy sources as boiler fuel for co-generation plants or production mills. In addition to the vegetative recycling, every effort is made to keep the metals segregated and clean so that the Ferris and non-Ferris metals can be recycled. In cases of large quantities of mixed debris, a system of separation using a trommel, air curtain burner, picking line conveyor and tub grinder, can be used which will allow the paper and plastic to be separated, and the clean dirt, rock & concrete, Ferris metals, non-Ferris metals and clean vegetative debris sorted and piled for recycling.

Sources will be sought for the following recyclable material:

- Asphalt
- C&D
- Concrete/Aggregate
- Dirt
- E-Waste
- Metals
- Roofing Materials
- White Goods
- Mulch
- Tires



TFR has vast experience employing recycling activities and maintains established relationships with recycling firms to accept various types of debris. While completing debris reduction of 2,000,000 CYD for the City of Tulsa, TFR loaded the chips on railcars and shipped the excess reduced debris to a Company-owned mulching facility in Leander, Texas. Alternative methods of disposal exist and are well documented by TFR. During Hurricane Ike, storm-generated debris from Polk County was hauled and burned at a local

paper mill in Orange County, Texas. This strict commitment to recycling of storm-generated debris has benefited both client and TFR.

Emergency Response and Deployment Plan – Project Closeout

At the cessation of DMS operations, all sites will be restored to the satisfaction of our client's representatives/owner with the intent of maintaining the utility of each site, leaving it unencumbered for future use and to safeguard the environment. Soil and water samples will be taken and compared to pre-work samples to ensure that TFR operations have not negatively affected the environment. Other factors that are considered during the remediation process are:

- All pre-existing grades including roads, ditches, etc. will be restored to the satisfaction of the customer prior to final closure of each site.
- Areas where soils were excavated (e.g., ditches and retention ponds) or stockpiled (e.g., berms) will also be restored to pre-existing grade prior to vacating each site.
- Pre-construction drainage patterns will also be restored, as well as all improvements (e.g., trailers, wells, fencing, construction entrances and built up aggregate haul roads) will be removed from each DMS unless otherwise instructed by our client's representative.

Upon completion of the above remediation tasks, TFR will photo-document site conditions using both video camera and still photographs. As done with the water and soil samples, the post-work photos will be compared to pre-work photos to ensure that the site was remediated to original condition.

Subcontracting Plan

TFR is uniquely positioned within the debris removal industry as one of the premier companies maintaining an extensive fleet of machinery utilized in debris removal, reduction and management efforts to fully operate independently. To accommodate your debris project needs, TFR provides access to 140 pieces of equipment including, but not limited to, sixteen (16) self-loaders with trailers, eight (8) Diamond Z Tub Grinders, as well as heavy haulers, excavators and five (5) mobile command units maintaining electronic access to manage entire projects. This extensive list would be insufficient without the pairing of our in-house maintenance crew. These individuals ensure that key equipment necessary for fluid; efficient operations shall never hamper the ongoing project and impact TFR's project timeline to the client. TFR's maintenance crew augments the daily responsibilities of our employees and subcontractors by fulfilling all duties to the client to secure the vitality of our equipment and the project.

With the large fleet of equipment and the necessary logistical support, TFR is fully capable of quickly and efficiently responding independently with a substantial workforce of equipment and personnel to an effected community almost immediately. However, this independence does not secure the necessary goals strictly outlined and routinely reinforced by upper management in response to our service-minded attitudes. TFR firmly believes that our business cannot be sustained and grow without the strong, positive working relationship with our clients, suppliers and our countless subcontractors. This service-minded attitude

drives the business and fortifies the strong relationships TFR maintains with our subcontractors. Therefore, such relationships maintained with small business, minority-owned, and numerous other companies allow TFR to fulfill the requirements that may be mandated by the client's Representatives and other Government Agencies. In the past, TFR has employed as many as 250 subcontractors during a single event and maintains a data base of 300+ experienced, previously employed and approved debris removal subcontractors throughout the United States.

Local Subcontracting Procedures

At TFR, we firmly believe that local contractors provide the most cost-effective measure to complete the contract requirements while aiding the local economy after the impact of a disaster. TFR plans to utilize local subcontractors to the extent at which they are available and properly licensed. TFR shall exhaust all avenues to obtain qualified local subcontractors to meet the needs of the community while infusing the local economy with needed revenue. As such, TFR is committed to identifying the local subcontractors qualified and prepared to support the community on the path to recovery. TFR plans to solicit and establish local subcontractors through the following plan:

TFR Enterprises' principals and managers have always exercised a policy of recruiting subcontractors in the affected work area. This practice is considered good business because of the advantages received by contracting with local companies residing in the affected area. There are a number of factors that contribute to the overall effectiveness of local subcontractors: (1) familiarity with the areas to be worked, (2) knowledge of the most efficient traffic patterns, (3) information on local suppliers for parts, equipment repairs, etc., (4) reduction in end project costs as local subcontractors do not require housing and travel cost, per diem, etc. These factors reduce the cost of the project to the client while allowing the county to retain large portions of the money in the hands of its constituency. With these reasons in mind, TFR is committed to fulfilling the requirements of the client by implementing the *Local Subcontracting Plan* listed below:

1. Establish a local telephone line so that it may be contacted easier than calling to long-distance cell phone numbers.
2. The Company will post signs and telephone numbers at the entrance to its work site and at its field office.
3. Subcontracting opportunities are advertised by local newspaper.
4. During the search for subcontractors following an award, the company's Chief Operating Officer will contact the Small Business Administration office in the work area and access the Procurement Marketing and Access Network, National Minority Purchasing Council Vendor Information Service and the Research and Information Division of the Minority Business Development Agency in the Department of Commerce.
5. The local Veteran's Administration is contacted upon the company's assignment of a task order, and alerted as to the type of products and service the contract requires, and the company's local telephone number and address is registered with them, not only for subcontracting, but for short-term employment opportunities

6. State and local trade agencies will be contacted, such as the Association of General Contractors (AGC) for example. They oftentimes maintain databases sorted by business classification and status and can provide a resource of small businesses in the area.
7. The Chamber of Commerce in the affected area will be contacted and asked to provide a listing of any (a) trade associations, (b) business development organizations and (c) HUBZone concerns.

Contacts arising from these inquiries are followed up with calls to local subcontractors requesting detailed information leading to their qualification for work. With such action, TFR shall exhaust all avenues to identify, qualify and employ any local subcontractor. When local subcontractors are unavailable, outside sources may be contacted to achieve the desired mobilization goals, in accordance with our pre-qualified list of subcontractors.

Disadvantaged Business Enterprise (DBE) Utilization

During the past two (2) decades, TFR has actively promoted the participation of small and disadvantaged businesses in the performance of disaster-related debris removal projects. Born from a small tree service company in 1954, TFR was a long time small business enabled firm working in Memphis, Tennessee. Renamed TFR and incorporated in 1989, owner, Tipton Rowland, considers this sector of the industry to be a vital and reliable source of debris management resources recalling his days as a small business owner himself. As such, TFR executives are directly involved in the achievement of small and disadvantaged business plans and goals by project.

Good Faith Effort

TFR is continually working to achieve higher goals for qualified small and disadvantaged business subcontractors. For the purposes of this proposal, TFR will strive to meet or exceed the expectations of the work under the contract to small and/or disadvantaged businesses.

Subcontractor Management

TFR manages subcontracts through a five-step process:

1. Selection of most appropriate subcontractors. This is done through balancing geography and capability. Local subcontractors are almost always more cost effective as they go home at night to sleep and eat. They also have local resources for materials, supplies and equipment repairs, and thus, are preferred.
2. The issuing of the formal subcontract establishes contract compliance requirements, formalizes expectations, and provides an established, impartial mechanism for quick resolution of disputes as they arise.
3. Production is tracked, and expectations are communicated daily.
4. Daily active Quality Control results in immediate identification and correction of problems.
5. QC and other reporting gets rolled up regularly into contract compliance and reporting, such as small business subcontracting plans.

TFR's Subcontractor Management Plan and approach is focused on three main performance evaluation criteria:

- Production, Safety, and Quality Control

Production:

Ready means that the subcontractors have completed appropriate administrative actions, have their equipment and personnel on site and in condition to work, and they know the tasks they are expected to perform. Prior to NTP, the subcontractors identified, selected and are notified by the Operations Manager. Priorities are based upon a review the database of all experienced subcontractors. The priority list for subcontracts is grouped into our known, experienced subcontractors, and augmented by the capabilities of the local subcontractors.

Upon receiving notice to proceed from the contracting agency or at the discretion of the Operations Manager, we will notify subcontractors on stand-by to execute mobilization plans and their personnel and provide us with a firm arrival ready-to-work time. Additionally, TFR personnel will also review the equipment and personnel requirements and compare with equipment already on hand to determine the additional equipment and personnel to be mobilized. This will first come from the Company-owned available list, then subcontractors immediately available list, comprised of our known, experienced subcontractors and local contractors, and equipment supplier's list.

Working effectively means good communications of expectations and regular optimization. There will be daily formal and informal communications between the Project Managers and the subcontractor's superintendents. At the start of each day, the geographic area assigned will be reviewed and verified, along with any known hindrances to free-flowing operations. Also, covered will be production expectations, other difficulties expected, and the performance of previous period (usually the previous day). In addition to this start up communication, the subcontractors will have the chance to review and comment on the previous QC report, noting key items like production reported, equipment and personnel readiness and actions and variances. Each day (or other period depending on project requirements) subcontractors will get the chance to communicate and "buy-in" to the immediate operations plan.

Quality means the satisfactory completion of debris removal from given sectors in accordance with the Scope of Work and approved by both the client Representative and TFR's QC personnel. Continually checked and verified by our QC personnel and documented in QC reports, subcontractors shall remove all debris, with exceptions for C&D, HHW, etc., in each sector before moving to the next loading site. TFR closely monitors subcontractors to ensure the quality of the end service to the client Under no circumstances shall the subcontractor only collect large, "easy" debris; and more so, these unacceptable deficiencies are noted in the subcontractors file with repeat offender's subject to termination.

Note: No employees or subcontractors of TFR will be allowed to work for private or other public entities while employed or contracted under this project.

Subcontractor Safety

Safety is considered a condition of employment and is the responsibility of all associated with TFR, whether in the capacity of employee or subcontractor. All subcontract agreements are subject to this Safety and Occupational Health Policy as a condition of the contract agreement.

The following procedures will be administered to assure that all subcontractor activities are fully integrated into the project safety plan and job hazards analysis. When subcontractors first report to the job site and prior to beginning work, the project manager shall review with the subcontractor safety representative the contractual obligation to safety and the project safety rules that subcontractor employees are required to follow.

1. Review the Corporate Accident Prevention Plan and stress all the applicable requirements and procedures.
2. Review the specific Company safety rules and regulations.
3. Review hazardous work conditions presented by the physical assessment of the project.
4. Instruct their safety representative that they are to attend a monthly safety meeting.
5. It must be firmly established that all subcontractors' employees must be abide by the applicable OSHA regulations.

Subcontractor Quality Control Program

The purpose of this Quality Control Program is for TFR to establish a quality control system to perform sufficient inspection and tests of all items of work, including that of our subcontractors, to ensure conformance to applicable specifications and drawings with respect to the production, quantities, field activities, materials, workmanship, construction, finish, functional performance, and identification.

During work on this contract the quality control personnel will perform the required inspections on the subcontractor's work. The Quality Control Officer is responsible for the direct supervision of all superintendents and subcontractors to ensure that the work is being performed according to the Scope of Work and TFR's Quality Control Program. Additionally, the TFR Quality Control Officer shall prepare, sign and submit to the Edinburg Representative a Daily Quality Control Report. This will include identification of Subcontractor QC actions. Subcontractor actions subject to QC verification and reporting, include, at a minimum:

- Summary of safety issues
- Infrastructure damage
- Total numbers of trucks loaded
- Equipment and plant hours worked and idled or down
- Testing performed and by whom
- Loads and quantities hauled to TDSRS
- Quantity of debris reduced (if applicable)
- Number of subcontractor personnel working

- Contract non-compliance issues
- All corrective actions

In the event of notice of a violation as a result of the actions of any employee or subcontractor, the Operations Manager will take immediate corrective action and follow up on the enforcement of such action and so notate in his daily log record. Additional quality control measures will be discussed later in the Quality Control Section.

Multiple Delivery Orders in Multiple Locations

In general, the company management approach applied to multiple projects being performed simultaneously is:

- Each Task Order has its own Task Order Superintendent assigned.
- Task Order Superintendents have the authority to commit the company
- All Task Order Superintendents report to the Operations Manager
- Depending on scope of work and size of contract:
  - A Project manager will be assigned to each phase of the debris removal/management operations, (i.e., Load & Haul Manager, TDSRS Manager)
  - Each Project manager will report daily to the Task Order Superintendent
  - Each crew will be under the direction of a Crew Foreman who will report to the Project manager
  - Crew foremen will be responsible for maintaining daily reports and overseeing the crew operations
- Each Project manager will:
  - Provide daily work assignments to each crew foreman
  - Perform daily reviews with the Task Order Superintendent of work performed, time schedules, performance targets and work assignments for the following day

Managing Multiple Subcontractors on Multiple Task Orders

If awarded multiple task orders in different geographical areas, TFR will assign a separate Project Manager for each region to oversee TFR operations and subcontractors. Subcontracting agreements will be often executed in the field and copies of all agreements along with necessary, tax, insurance and license information will be available for review and approval by client Representatives. As in all projects, it remains absolute condition precedence; all subcontractors will be under the direction of a TFR Supervisor.

Each superintendent will establish a field office located within the area of the assigned Task Order. The Superintendent for each task order will have the authority to hire subcontractors and additional field personnel when necessary. All field office personnel will have electronic linkage with the capability of communicating and sending information and daily records to the home office. Daily ticket recording, and recordkeeping will be conducted and maintained in the field. Should the quantity of work warrant enhanced capabilities for the region and at the discretion of the Superintendent, TFR shall dispatch additional mobile command units where necessary. Reconciled information for subcontractors and a client Representative will be sent to the home office weekly and billings and subcontractor payments as well as local

employees, vendors and suppliers will be recorded posted, and checks written on National Banks from the home office. Checks for payments will be processed weekly and sent to the field office by either courier or public carrier (such as Federal Express or UPS) for disbursement.

Task Order Superintendents will appoint Load & Haul Crew Managers, Hazardous Tree Trimming and Removal Managers, TDSR Site Managers and Demolition and ROE Managers (as needed per task order).

Each Task Order Superintendent shall have the authority to commit the Corporation, and resources of TFR including signing contracts and modifications. They shall also have the authority to provide administrative and financial resources, equipment and personnel in support of the project. Their authority will include supporting and investing authority and oversight to Project Managers and Supervisors, Safety Officer, Quality Control Officer, Environmental Officer, and Health and Safety Officer.

The Task Order Superintendent is responsible for day-to-day operations, including waste stream documentation, daily reporting/progress and planning requirements, communications with client Representatives, enforcement of Scope of Work, and oversight of Load and Haul and TDSRS Managers. They report to the Operations Manager and the on-site client Representative and act as liaison between the Company personnel and the on-site client Representative.

Subcontracting agreements will be often executed in the field and copies of all agreements along with necessary, tax, insurance and license information will be available for review and approval by client Representatives. As in all projects as it remains absolute condition precedence; all subcontractors will be under the direction of a TFR Supervisor.

TFR's Safety Overview

The safety and health of our employees continues to be the first consideration in the operation of our business. TFR Enterprises, Inc., and its' principals are committed to maintaining a safe and healthy work place for each employee by providing guidelines for safe practices and accident prevention. Safety is considered a condition of employment and is the responsibility of all associated with TFR Enterprises, Inc. whether in the capacity of employee or subcontractor. As a condition of employment, each employee is expected to use safe work practices and identify all unsafe conditions immediately. All employees are required to report any violations, unsafe conditions or known safety hazards to their immediate supervisors at once.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KEVIN ROLISON

USACE 30 HR CONSTRUCTION SAFETY

All subcontract agreements are subject to the Company's Safety and Occupational Health Policy as a condition of the contract agreement. To ensure compliance, the Safety Officer is

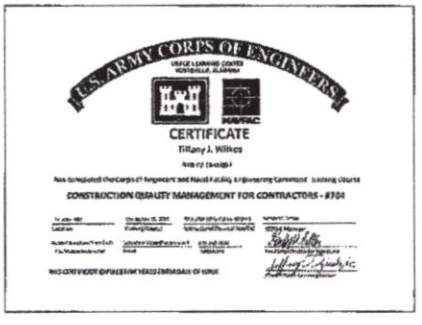
empowered with the authority to take such actions necessary to protect life, health, and safety and to protect the environment, as they deem necessary. This authority shall be irrevocable and shall include, but is not limited to, the power to unilaterally alter, suspend and/or halt any operation or portion thereof that endangers or potentially endangers life, health and safety or threatens the protection of the environment. The Safety Officer will report to the Operations Manager and to the Chief Executive Officer of the corporation.

A copy of the Company's Safety and Occupational Health Policy and its related Accident Prevention Plan was not included with this proposal because of its length but will be supplied upon contract execution. Policies covered in both plans are as followed:

- Management Safety Responsibilities
- Safety Coordinator & Supervisor Responsibilities
- Employee Safety Responsibilities
- Quarterly Accident/Injury Analysis
- Record Keeping
- Safety Education and Training
- Alcohol and Controlled Substances and Inhalants Policy
- Proper Lifting Policies
- Emergency Evacuation Procedures
- Accident Reporting Procedures
- Vehicle Safety Rules
- Safety Audits/Inspections
- Accident/Incident Investigation
- Employee Return to Work Process

TFR's Quality Control Overview

The purpose of our Quality Control Plan is for TFR to establish a quality control system to perform sufficient inspections and tests of all items of work, including that of our subcontractors, to insure conformance to applicable specifications and drawings with respect to the production, quantities, field activities, materials, workmanship, construction, finish, functional performance, and identification. This control will be established for all activities except where the special provisions and the technical provisions of the contract provide for specific government control by inspections, test, or other means.


U.S. ARMY CORPS OF ENGINEERS
CERTIFICATE
Tiffany J. Wilkes
CONSTRUCTION QUALITY MANAGEMENT FOR CONTRACTORS - #704

The TFR control system will specifically include the surveillance and tests required in the technical provisions of the contract specifications. Both on site and off site fabrication will be controlled and keyed to the proposed construction sequence. The personnel assigned to the Quality Control Section will also be charged with the responsibility of policing TFR's approved safety program as required by the Accident Prevention Plan of the contract specifications.

The Quality Control Plan will include at least three phases of inspection for all technical provisions of the specifications as follows:

Preparatory Inspection:

1. This inspection is to be performed prior to beginning any work on a section of the technical provisions of the specifications.
2. The inspection will include a review of contract requirements; a check to assure that all materials and/or equipment have been tested, submitted, and approved.
3. Check to assure that provisions have been made to provide required control testing.
4. Examination of the work area to ascertain that all preliminary work has been completed.
5. A physical examination of materials and equipment to assure that they conform to approved shop drawings or submittal data and that all materials, certificates, and other submittal data prior to submission to the contracting officer.
6. Each submittal offered to the contracting officer for approval will bear the date and signature of a member of TFR's Quality Control organization indicating that he has reviewed the submittal and found it to be acceptable (or showing the required changes).
7. Review of the appropriate Activity Hazard Analysis to assure safety requirements are met.
8. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
9. Check to ensure that a client Representative has accepted the plan for the work to be performed.

Initial Inspection:

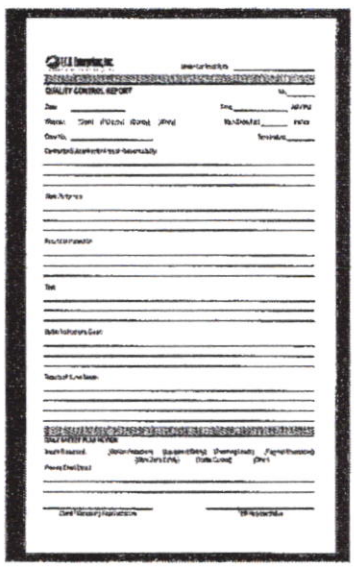
An initial inspection will be performed as soon as representative segment of the particular item of work has been accomplished and to include examination of the quality of workmanship and a review of control testing for compliance with contract requirements, use of defective or damaged materials, omissions, and dimensional requirements. This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

1. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
2. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
3. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards.
4. Resolve all differences.
5. Check safety to include compliance with an upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
6. Notify an Edinburg Representative at least 24 hours in advance of the beginning of the initial phase. Separate minutes of this phase shall be prepared by the CQC

System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

7. The initial phase will be repeated for each new crew to work onsite, or at any time acceptable specified quality standards are not being met.

Follow Up Inspections:
Follow-up inspections will be performed daily or as frequently as necessary to assure continuing compliance with contract requirements, including control testing, until completion of the segment of work.



Records: TFR will maintain current records of all inspection and test performed on the format detailed, entitled *Quality Control Report*. This form will provide factual evidence of the required inspections or tests involved, results of inspections or tests, nature of defects, causes for rejection, etc., proposed remedial action and corrective actions taken. TFR's records will cover both conforming and defective items and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records will be furnished to a client representative daily.

Site Specific Quality Control Plan
The site or Contract specific QC Plan must accomplish the complete daily documentation of operations, utilization and production, safety, and variations from normal operations of a debris management operation. It must be in place and approved for use prior to beginning any field operations, including site preparation. It must be in full compliance with contract requirements.

Multiple forms are usually formatted for the Plan, which cover different activities. A summary general Daily form is also usually formatted for the project that is completed by the CQC Officer, and totals of all activities reported on summary forms. Usually, all originals and one set of copies are delivered to a designated representative, and TFR keeps two copies of each form.

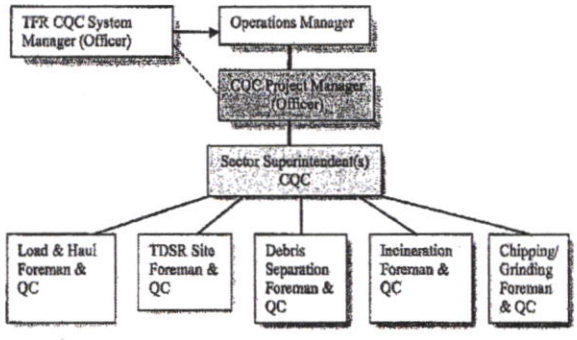
Quality Control Organization
The duties and specific areas of responsibility of the various members of the Quality Control Organization are as follows:

Operations Manager: Advises all supervisory personnel including, but not limited to, Sector superintendents and key foremen assigned to critical areas, of the requirements of the specifications and advises supervisors concerning methods to be used and the degree of workmanship required.

Quality Control Officer: The Quality Control Officer is responsible for the direct supervision of all superintendents and subcontractor and superintendents to ensure that the work is being performed according to the Contract Plans and Specifications and TFR's Contractor Quality Control Program. He/she will supervise the Quality Control Personnel and advise other job personnel in advance of Quality Control Requirements; submittal material, inspections, etc. of their work. When work does not comply with contract requirements, he will immediately advise the Project Manager and together they will decide what corrective action should be taken. The corrective action taken will be shown in the daily log. The designated Quality Control Supervisor will have full authority in implementing the Quality Control Program and the Safety Program of TFR Enterprises, Inc.

Quality Control Technician: Performs inspections as directed by the Quality Control Supervisor and reports any deviations from the contract directly to the Quality Control Supervisor.

A chart, documenting the TFR's Quality Control organizational structure ➔



Daily Reporting Procedures

The CQC Plan and the TFR Quality Control Manager shall address the Recording and Reporting requirements with all levels of supervisors and Crew Foremen. Different levels will have different requirements. All final versions of all forms will be approved with the final CQC Plan, including any additional required modifications. This discussion shall include the general procedures set forth below:

- All loading and hauling crews are under the direction of a TFR supervisor.
- Daily reports are maintained by the crew foreman and recoding all equipment down time for repairs on the daily reports.
- Hours, of each piece of equipment and each employee, are recorded and reconciled with our client representative daily.
- Daily Reports shall have daily and year-to-date totals for each piece of equipment/personnel tasked.
- Signatures of both TFR's representative and by a client representative are required on all Daily Reports.

The TFR Quality Control Officer shall prepare, sign and submit to our client representative a Quality Control Summary Sheet. This report at a minimum shall include originals and one copy of all levels of QC reports received and in addition shall include a summary of safety issues, infrastructure damage, total numbers of trucks loaded, equipment and plant hours worked and idled or down, testing performed and by whom, loads and quantities hauled to DMS, quantity of debris reduced, number of subcontractors working, contract non-compliance issues and all corrective actions.

Inspection Methods and Procedures

During work on the contract the Quality Control personnel will perform the required inspections on both the TFR's and subcontractor's work. The staff that performs the Quality Control inspections will be charged with the following duties:

1. Maintain and keep in serviceable condition, all machinery and materials.
2. Take whatever corrective action is necessary to replace or repair deficiencies observed at anytime that affect the operation of machinery and materials.
3. Inspect for compliance with contract requirements.
4. Maintain copies of Inspection Records.

Detailed below are the procedures and methods that will be implemented:

Safety Issues: The role of QC in support of safety is to document that the safety plan provisions are being followed. At each level, the Quality Control Report has appropriate reporting requirements for safety, including worker protection, equipment safety, trimming of loads, flagmen, work zone safety and traffic control. Each level of Quality Control Report for each activity should have a section addressing daily safety meetings, issues and activities.

Debris Eligibility: TFR should be handling only materials authorized by our contract. The CQC Officer shall train the field ROW personnel on these materials classifications, and shall include the general eligibility requirements set forth below:

Eligible Debris

C&D Debris is non-burnable debris and can consist of recyclable as well as non-recyclable debris that will eventually be delivered to a landfill. Samples of this type of debris include, but are not limited to, mattresses, clothing, masonry, concrete, asphalt, metals, plastics, lumber, manufactured furniture, building components, etc.

Vegetative Debris is burnable debris of natural origin such as grass, shrubs, and trees and can be reduced and/or recycled by either incineration or by chipping/grinding.

Household Hazardous Waste (HHW) is debris of a chemical nature and includes such items as household chemicals, pesticides, liquids, paint, batteries, waste oil, waste fuels, antifreeze, spray cans, etc.

White Goods refers to items such as refrigerators, air conditioners, freezers, etc. which may contain chemicals or fluids such as Freon or oil, which must be remediated by someone with the appropriate license and certifications to do so.

Metals, both Ferris and non-Ferris such as copper, aluminum, steel or iron and which may include parts from automobiles, trucks, bicycles, small engines, buildings, small appliances and other items.

Ineligible Debris

Any debris which is not located on the ROW, regardless of category, i.e., C&D, Vegetative, Household Hazardous Waste, White Goods, or Metals is INELIGIBLE DEBRIS. Debris removal from private property is the responsibility of the individual property owner. No TFR crews or subcontractors can work for the private sector while under

employment/contract to TFR Enterprises, Inc., during the duration of the Project/Task Order. Fallen trees located on public property but in an unused forested or wilderness area is ineligible unless specifically directed otherwise by a client Debris Manager.

Daily household garbage, or what could be classified as Municipal Solid Waste (MSW), is ineligible debris.

Debris which is not the result of the disaster event, for example, debris from demolition that was performed before the disaster event occurred, is ineligible debris.

Segregation of Debris at Curbside Pick Up

1. All loading operators are also instructed of the importance of maintaining segregation of eligible debris when loading.
2. All vegetative debris will be loaded on trucks hauling vegetative debris only. If other debris is encountered alongside the vegetative debris, it will be left at the curbside to be later loaded on the trucks hauling whatever type of debris that is left.
3. Separate trucks will be used for loading Construction and Demolition debris.
4. Metals and white goods will also be loaded and hauled separately.
5. Any household hazardous waste shall be left at the curbside for the HHW crew to load and haul.
6. When possible, any "mixed piles" of debris encountered at the curbside will be separated by hand before loading. If it is not practical to separate the mixed piles at the curbside by hand, the mixed piles will be loaded on separate trucks and the load ticket will indicate "mixed debris."

Loading:

1. All Loaders will have been previously inspected at the staging area for safety and compliance before being dispatched to the loading location.
2. All Loader operators will receive safety briefings before beginning loading operations.
3. Flagmen will be located ahead of loading operations to direct and control traffic.
4. All flagmen will be properly attired and wearing safety equipment including hard hats, safety shoes, reflective vests and carrying traffic directing flags.
5. All flagmen are under the supervision of the crew foreman.
6. Operators are cautioned to be observant and conscious of their surroundings at all times, in particular being aware of hanging and downed power lines and structures hidden by debris, such as fire hydrants, water mains, fences, etc.
7. Operators are cautioned not to overload trucks with debris so that the transporting of the debris could cause the excess debris to become dislodged and fall into traffic areas.
8. Operators are cautioned to stay on the rights of way and not to enter private property during the loading process.
9. Operators are equipped with mobile radios and are supervised by crew foreman.
10. Operators are instructed to keep the debris loads segregated between (a) burnable (vegetative), (b) non-burnable (C&D), (c) mixed piles where C&D, non-burnable, and vegetative are co-mingled and cannot efficiently be separated at the curbside, (d) other (such as household hazardous waste [HHW])

11. Household hazardous waste (HHW) crew, trained in EPA requirements for handling of HHW, will load HHW materials, (household cleansers, butane, poisons, etc.) at the curbside by hand in a specially equipped compartmental truck. HHW will be delivered to the collection point designated by the client Debris Manager.
12. As it is TFR policy, Loading and Hauling Crews shall complete all debris clearing operations that have been started on any particular pass through a neighborhood, and shall not "skip" through designated work areas for "gravy" loads.
13. All Loading and hauling crews are under the direction of a TFR supervisor. Daily reports are maintained by the crew foreman and record all equipment down time for repairs on the daily reports. Hours, of each piece of equipment and each employee, are recorded and reconciled with the client representative daily.
14. In the event of notice of a violation as a result of the actions of any employee or subcontractor, the Operations Manager will take immediate corrective action and follow up on the enforcement of such action and so notate in his daily log record.

Hauling:

1. All Trucks will have been previously inspected at the staging area for measurement, numbering, safety and compliance before being dispatched to the loading location.
2. All truck operators will be instructed to observe traffic regulations and follow the instructions of the flag persons.
3. All truck operators are to wear safety equipment, hard hats and steel-toed shoes.
4. Truck operators are not allowed to leave with "overhanging" loads. Loads will either be trimmed or reloaded before being allowed to leave the loading area.
5. It is the truck operator responsibility to check and determine that his load is safe before leaving the loading site.
6. Truck operators are equipped with mobile radios and are supervised by crew foreman.
7. Truck operators will be issued a "load ticket" and at the loading site and will deliver the ticket to the inspector at the dumpsite.

Dumping:

1. Dumping operations will be at the DMS or at a landfill/disposal site designated by the client Debris Manager.
2. All traffic regulations and speed limits will be observed at the dumpsite.
3. Truck operators will report to the weigh station and deliver their "load ticket" to the TFR QC and client QA for inspection and approval before proceeding to dump his/her debris.
4. Each truck operator will be directed as to where to dump each load at the dumpsite location by the designated dumpsite operator.
5. Each truck operator will inspect his truck and tailgate after the dumping process is completed to assure that it is secure before leaving the dump area.
6. Truck operators will follow the designed traffic flow when leaving the dump and return to the designated loading area.

Private Property (ROE) Program Procedures:

The Company's Quality Control Manager shall discuss the requirements and procedures for the removal of debris from private property under the Right of Entry (ROE) Program with all Crew Foremen. This discussion shall include the general procedures set forth below:

1. Before a demolition project on private property can begin, a ROE document must be executed, including:
    a. Authorization to enter the property for demolition but a
    b. Hold Harmless Agreement accompanied by a non-duplication of benefits agreement from the client.
2. TFR crews are not permitted to enter private property except at the direction of TFR ROE Manager or a client representative.
3. Proper completion of a TFR ROE Program Checklist
    a. HHW crews will be assigned to remove any hazardous materials from the property.
    b. All HHW materials will be cataloged and disposition defined.
    c. All utility connections will be inspected to ensure that they are disconnected

After demolition, all materials can be either placed on the right of way to be picked up under the debris removal agreement or taken directly to the DMS for separation and disposal.

Rental of Equipment with Operators:

1. Inspection and Identification of Equipment & Materials before any machinery or materials are placed in use; they shall be inspected and tested by competent personnel. The Contractor's personnel will perform such duties.
2. The contractor's personnel chosen by the Quality Control Officer will perform inspection of all machinery and materials daily.
3. Records of inspections shall be maintained at the site and shall be available on request to the client representative.
4. Preventative maintenance procedures recommended by the manufacturer shall be followed.
5. All repairs on machinery or materials shall be made at a location, which will provide protection from traffic for repairmen. Any machinery or equipment found by the contractor to be unsafe would be shut down until unsafe conditions have been corrected.
6. Only TFR designated personnel shall operate machinery and mechanized equipment.
7. The Quality Control Supervisor shall instruct all operators in the use and details of Safety Operations.
8. Operators of machinery will establish and confirm requirements daily as to comply with contract documents with TFR's representative.
9. Equipment: Material deficiencies observed shall be reported to the proper TFR personnel for correction.
10. All safety procedures will be used in accordance with TFR's Accident Prevention Plan.
11. All phases of work being performed will be inspected daily by the responsible member of the Quality Control team.

Damage Control and Reporting

The goal of sound debris removal is to protect the public and private infrastructure and the overall health of citizens while collecting and disposing of debris rapidly. TFR is fully committed to this end and strives for a goal of ZERO claims. TFR takes a proactive approach to the protection of infrastructure. During "Toolbox" Meetings, TFR's Quality Control Officer shall address the following general procedures to avoid careless activities during collection:

- Operators are reminded to stay on the rights of way and not to enter private property during the loading process.
- Operators are cautioned to be observant and conscious of their surroundings always, in particular being aware of hanging and downed power lines and structures hidden by debris (such as fire hydrants, water mains, fences, etc.).
- Operators are cautioned about debris weight distribution to be maintained during the loading process.
- Operators are instructed not to overload trucks with debris in such a manner that the transporting of the debris could cause the excess debris to become dislodged and fall into traffic areas or snag low or hanging power lines.
- Debris shall not hang over vehicle sides or extend more than 24 inches above the sides. Overloaded trucks shall be trimmed or removed prior to departing the loading area as instructed by the Crew Foreman.

However, a few claims are unavoidable. TFR maintains a strict Damage Control and Reporting Procedures to ensure that each claim is handle with expediency and care while meeting the needs of the claimant. TFR's Quality Control Officer shall address the Damage Control and Reporting Procedures with all field ROW personnel during initial safety meetings. Crew Foreman's are required to report all damages directly to the Quality Control Officer immediately. Upon notification, the Quality Control Officer will prepare a Damage Report without delay, and is instructed to seek the following information:

1. Name, address and phone number of property owner.
2. Who was present when the accident took place?
3. Detailed description of what happened, including what activity was being performed at the time of the damage, why did it happen and documenting all unsafe conditions, equipment and/or acts.
4. To the best of the witness's knowledge, was there a previously known and/or reported problem or condition associated with the accident?

Follow-up:

1. Date, time and record of TFR's Quality Control personnel that investigated the damage.
2. Date, time and record of when and who (property owner) was contacted and notes as to what was discussed or agreed.
3. Date and time of repair, or resolution agreement.

TFR will investigate all damages and complaints and make resolutions within 24 hours. If a resolution was reached, a copy of the Quality Control Officer's Damage and Claim Release Form shall be attached to the Report. If a resolution is not agreed to between the property owner and TFR, TFR shall provide its General Liability Carrier with all the necessary information. All Damage Reports will be maintained in a file in TFR's Field Office. A catalog of all information and supporting action on each incident will be provided to our client weekly in a condensed list, available upon request.

Environmental Overview

TFR is committed to protecting the environment and preserving the Nation's historic resources while complying with applicable Federal environmental and historic preservation laws such as:

- National Historic Preservation Act
- National Environmental Policy Act
- Endangered Species Act
- Clean Water Act
- Clean Air Act
- Coastal Barrier Resources Act
- Migratory Bird Treaty Act
- Resource Conservation and Recovery Act
- Coastal Zone Management Act
- Farmland Protection Policy Act
- Fish and Wildlife Act
- Wild and Scenic Rivers Act
- Magnuson-Stevens Conservation and Management Act
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12898, Environmental Justice

The primary potential environmental impacts occur from activities related to debris management sites, the individual demolition sites, and transportation activities associated with moving debris and waste along with general transportation activities.

A comprehensive Environmental Protection Plan will be prepared and submitted within five days of notice of award. It will identify specific debris management sites and specific impacts associated with the location(s). This includes site-specific information such as depth to water table, distance to potential receptors and pathways and the site setting parameters that may be affected by activities such as dust, odor, noise, traffic, etc. Until the specific debris site is identified, the Environmental Protection Plan cannot be finalized.

This framework is intended to demonstrate our familiarity with the requirement and our ability to deliver the submittal plan as required. It's not intended to be a complete or thorough model for the Environmental Protection Plan.

Pathways to be evaluated and issues to be addressed in the Environmental Protection Plan:

- Air/Dust, Odor, Gases, Smoke
- Water/Storm Water Runoff/Erosion Control, Leaching into Water Table
- Esthetics & Community Relations -Setbacks, Noise, Traffic, Hours of Operation, Tree Preservation, Site Restoration
- Spills and Spill Response

Special Considerations:

- Wetlands Protection
- Ground Water Recharge and Discharge
- Aquatic Food Chain Support
- Fish and Wildlife Habitat
- Fire/Rodent/Wind/Hauling Control

Primary considerations also include prevention of soil erosion and sedimentation, improved air quality, reduced noise pollution, energy conservation through site layout and design, protection of privacy by maintaining and establishing buffers between conflicting land uses and maintaining or enhancing habitat for wildlife through final restoration.

TFR Enterprises Invoicing Procedures

TFR prefers to invoice on a weekly basis, with a one-week delay. If the client is utilizing the services of a Monitoring Firm, it is likely that an Automated Debris Management System will be utilized. TFR is well versed in the use of these systems and is very experienced in the necessary reconciliation. These systems have greatly reduced the reconciliation burden of all parties.

If an ADMS system is not used, TFR will provide all of the necessary paperwork for the proven paper-based documentation process. This process consists of:

- Ticket Data is aggregated, summarized and supplied to the monitoring firm or client for reconciliation
- Once the data has been completely reconciled, the invoice is then presented for payment

Tab 5: Previous Experience

Saline County, Arkansas	
Event: March 2013 Ice Storm	
Client Contact: Marty Polk, Road Superintendent	
Phone: (501) 317-2402	
Email: mepolk@sbcglobal.net	
Project Manager: Kevin Rolison	**Phone: (512) 944-8766**
Contract Period: 3/11/13-5/31/13	**Contract Fees for Services: $2,146,000.00**

Project Summary:
Saline County Arkansas experienced a severe winter storm in February of 2013 causing major damage to over 41,000 trees along, and in, the County road rights of way. The damage generated more debris than the County trucks and personnel could manage. TFR Enterprises, Inc. (TFR) submitted a Disaster Response competitive bid and was awarded the contract on March 4, 2013. TFR started work on March 11, 2013 and successfully completed the removal of over 41,450 hazardous hanging limbs and trees. The removal of these hazardous limbs and trees, along with County residents bringing vegetative debris to the ROW, resulted in the collection of 124,200 Cubic Yards of vegetative debris. TFR successfully completed all work related to this project on May 31, 2013.

Bastrop County, Texas	
Event: September 2011 Wildfire	
Client Contact: Ronnie Moore, Emergency Management Coordinator	
Phone: (512) 779-9926	
Email: emc@co.bastrop.tx.us	
Project Manager: Robert Day	**Phone: (678) 249-8324**
Contract Period: 9/29/11-9/29/12	**Contract Fees for Services: $12,200,000.00**

Project Summary:

On September 4, 2011, a destructive wildfire ignited 34,000 acres destroying over 1,600 homes and 1.5 million trees were burned beyond survival in Bastrop County Texas. TFR Enterprises, Inc. submitted a sealed bid to the County and was selected, by unanimous vote of the Commissioners Court, to perform the disaster recovery efforts in Bastrop County. TFR was specifically contracted to prepare and manage two TDSR sites, perform removal of 44,000 hazardous trees, collecting and hauling over 612,0000 cubic yards of debris, which includes over 100,000 tons of C&D (mostly reinforced concrete rubble from slabs, rock & brick veneer, and cinder blocks), TDSR management, reduction of all vegetative debris collected by grinding and final disposition of all material generated and collected by this wildfire disaster. The work was performed throughout the burn scar for County and TxDOT road right of ways, and work was also performed on private property through FEMA's Private Property Debris Removal (PPDR) program. Total contract value was over $12,200,000 and was performed in the contracted term of 12 months.

T.F.R. Enterprises, Inc.
DISASTER RESPONSE DIVISION

Fort Bend County, Texas	
Event: Hurricane Ike 2008	
Client Contact: Scott Wieghat, Road Commissioner	
Phone: (281) 238-3607	
Email: grantmar@co.fort-bend.tx.us	
Project Manager: Kevin Rolison	**Phone: (512) 944-8766**
Pre-Event: March 2005 – March 2014	**Contract Fees for Services: $10,000,000.00**

Project Summary:

TFR Enterprises, Inc. held a Pre-Event Contract with Fort Bend County, Texas. This contract was competitively bid and awarded to TFR on March 30, 2005. When Hurricane Ike approached Texas in September of 2008, TFR Enterprises, Inc. mobilized to assist Fort Bend County. TFR was there from the first Hurricane warnings through full recovery. In addition to the unincorporated areas of the County, TFR also provided all disaster recovery services for the cities of Sugarland, Missouri City, Needville, Rosenberg and Richmond. TFR crews removed more than 711,000 cubic yards of debris along with 19,000 hazardous limbs in addition to hazardous tree removal, from the ROW. Additional services provided to Fort Bend County on this contract included debris management, reduction by grinding and air curtain incineration, and final haul-out, provided at five different TDRS sites. TFR also performed hourly work on site restoration and the removal of debris located in several waterways throughout Fort Bend County. Recovery operations started on 09/16/08 and were successfully completed on 12/20/08.

Event	Work Performed	Municipalities Under Contract	Cost	Point of Contact
Hurricane Ike 2008	Cleared Roadways Removed and hauled debris **(1,410,000 cy)** Operated and processed debris at 13 TDSR sites **(1,390,000 cy)** Reduced vegetative debris by grinding and air curtain incineration **(1,390,000 cy)** Hazardous tree trimming and removal **(18, 400 trees)** Cleaning of streams and ditches **(1400 equipment hours)**	Fort Bend County, TX City of Sugarland, TX City of Katy, TX Harris Co Flood Control District, TX City of Liberty, TX City of Galveston, TX	**$23,462,000.00**	Marc Grant, Road Commissioner Fort Bend County, TX PO BOX 148 Richmond, TX 77406 Phone: (281) 342-4513
Oklahoma Ice Storm 2007	Hauling out and disposing of reduced vegetative debris **(460,000 cy)** Operated and processed debris at 9 TDSR sites **(2,350,000 cy)** Reduced vegetative debris by grinding **(2,660,000 cy)** Removed and hauled debris **(310,000cy)**	City of Tulsa, OK City of Edmond, OK City of Broken Arrow, OK Waste Connections/ OK City Landfill Oklahoma County, OK City of Omaha, OK City of The Village, OK	**$4,470,000.00**	Roy Teeters, Vegetation Mgmt. City of Tulsa 4502 S. Galveston Ave Tulsa, OK 74107 Phone: (918) 591-4330
Hurricane Rita 2005 US Army Corp of Engineers DACW29-03-D-0100/DZ01 & DACW29-03-D-0100/DZ02	Cleared roadways Removed and hauled debris **(2,119,000 cy)** Operated and processed debris at 12 TDSR sites **(3,946,033 cy)** Reduced vegetative debris by grinding and air curtain incineration **(2,673,752 cy)** Trimming and hazardous limbs **(2,770 bucket truck hours in 3 Counties)**	Jefferson County, TX Newton County, TX Orange County, TX Hardin County, TX Nacogdoches, TX	**$35,977,000.00**	Linda Fredendall Contracting Officer US Army Corp of Engineers 2000 Fort Point Rd Galveston, TX 77559 Phone: (409) 766-3852
Hurricane Katrina 2005 KBR- Halliburton Contract	Cleared roadways Removed fallen trees and C&D debris from barracks Removed debris from natural drainage areas and restoring site Removed debris from holding ponds and streams Removal of stumps and uprooted trees and backfilling to grade Trimming of hazardous limbs over roadways and public areas **CONCAP contracts do not require the tracking of quantities of debris removed however, the estimated amount of debris removed and disposed is approximately **1,500,000 cy**	Belle Chase Military Base Gulfport Military Base Key West Military Base	**$14,800,000.00**	Scott Hayward, PE KBR; Government Operations 1550 Wilson Rd, Suite 400 Arlington, VA 22209 Phone: (703) 525-7505
Hurricanes Charlie, Frances, Jeanne, and Ivan 2004	Loading and hauling of vegetative and C&D debris from Rights-of-Way **(1,284,000 cy)** Operated and processed debris at 8 TDSR sites **(1,486,000 cy)** Reduced vegetative debris by grinding **(1,282,000 cy)** Trimming of hazardous limbs **(11,779 trees)**	Brevard County, FL City of Titusville, FL City of Naples, FL Palm Beach County, FL City of Royal Palm Beach, FL City of Destin, FL City of Lakeland, FL City of Malabar, FL Indian River County, FL Seminole County, FL City of Belle Isle, FL City of Edgewood, FL City of Kissimmee, FL City of Palm Bay, FL City of Melbourne, FL City of Lake Mary, FL	**$30,151,000.00**	Peggy Bussaca, (321) 633-2000 John Znorowski, (321) 863-6031 Brad White, (239) 213-4728 Kathleen Scarlett, (561) 616-6800

References

Over the course of business, TFR has partnered and worked for countless federal, state and local governments to provide debris removal and management services. Through these projects, TFR has enjoyed a fruitful, productive relationship with each client. In the end, we understand that TFR sells a service. If we do not satisfy the needs and desires of our client, TFR cannot continue to grow and prosper. Remembering this, TFR strives for perfection in quality, ensures an expedient response and completes the job on time, every time.

1. **United States Army Corps of Engineers**
   Ms. Tracy Eccles, Contracting Officer
   Los Angeles District
   915 Wilshire Blvd., Suite 930
   Los Angeles, CA 90017
   P: (661) 265-7222
   E:tracy.l.eccles@usace.army.mil
   Contract Term: 01/28/18-2/11/18
   Contract Amount: Approximately $2,379,000.00
   Description of Work: Emergency debris removal from Toro Basins in Santa Barbara County

2. **City of Homestead, Florida**
   Mr. Dennis Maytan, Director of Public Works
   100 Civic Court
   Homestead, Florida, 33030
   P: (305) 224-4842
   E: dmaytan@cityofhomestead.com
   Contract Term: 09/2017-01/2018
   Contract Amount: Approximately $3,500,000.00
   Description of Work: Performed debris removal, reduction, and disposal services resulting from Hurricane Irma (**estimated 155,000cy**)

3. **City of Plantation, Florida**
   Mr. Steve Rodgers, Assistant Director of Public Works
   400 NW 73rd Avenue
   Plantation, FL 33317
   P: (954) 452-2535
   E: srodgers@plantation.org
   Contract Term: 09/2017-12/2017
   Contract Amount: Approximately $7,391,432.00
   Description of Work: Performed debris removal services resulting from Hurricane Irma (**estimated 500,000cy**)

4. **Bastrop County, Texas**
   Mr. Ronnie Moore - P.E.
   806 Water Street, Bastrop, Texas 78602
   P: (512) 779-9926
   E: ronnie@cbdeng.com
   Contract Term: 09/2011-09/2012
   Contract Amount: Approximately $13,100,000.00
   Description of Work: Performed debris removal, reduction, and disposal services resulting from 2011 Wildfires (**estimated 700,000cy**)

5. **Fort Bend County, Texas**
   Mr. Scott Wieghat, Road and Bridge Special Projects Coordinator
   PO BOX 148, Richmond, TX 77406
   P: (281) 238-3607
   E: scott.wieghat@fortbendcountytx.gov
   Contract Term: 09/2008-12/2008
   Contract Amount: Approximately $10,000,000.00
   Description of Work: Performed debris removal, reduction, and disposal services resulting from Hurricane Ike (**estimated 800,000cy, plus 200,000 cy Sugarland interlocal**)

T.F.R. ENTERPRISES, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
December 31, 2017 and 2016

	2017	2016
ASSETS		
CURRENT ASSETS		
Cash	$ 5,540,359	$ 1,603,084
Investment	244,184	244,184
Accounts receivable - trade	15,854,928	14,324,423
Accounts receivable - retainage	14,255	40,400
Inventory	264,319	445,555
Refundable income taxes	-	731
TOTAL CURRENT ASSETS	21,918,045	16,658,377
PROPERTY AND EQUIPMENT		
Land	7,139,325	7,139,325
Buildings	637,226	637,226
Office equipment	61,982	61,982
Leasehold improvements	305,853	305,853
Machinery and equipment	12,114,287	11,865,596
	20,258,673	20,009,982
Less accumulated depreciation	(9,173,666)	(8,528,946)
	11,085,007	11,481,036
OTHER ASSETS		
Accounts receivable - trade - long term, net	2,853,909	-
Loan cost net of amortization	5,143	6,176
Deferred income taxes	-	1,313,208
TOTAL ASSETS	$ 35,862,104	$ 29,458,797

See notes to consolidated financial statements

PROSPERITY BANK®

Wednesday, June 20, 2018

To Whom it May Concern:

TFR Enterprises Inc. has been an excellent customer since 2010. The company has had many loans with us over the years, and has performed as agreed. Furthermore, the company has Revolving Line of Credit in the amount of $1,000,000 which currently has a zero balance. In addition to the loans, the company has several deposit accounts with us, which have good balances. All in all TFR Enterprises is a valued client with Prosperity Bank, should you have any questions please contact me at 281-465-5308.

Sincerely,

Travis Freeman
Regional President – The Woodlands.

BALDWIN
COX
ALLEN

- Commercial Insurance
- Construction Bonds
- Employee Benefits
- Personal Insurance

Insurance & Construction Bonds

June 20, 2018

North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

RE: TFR Enterprises, Inc – Bonding Capacity

To Whom It May Concern:

We have the pleasure of bonding TFR Enterprises, Inc (TFR) and can highly recommend this fine contractor to you. We feel they are a well-managed company with a history of completing their projects on time and within budget. The bonding capacity for TFR is in the range of **$25 million single and $50 million aggregate.** The current bonding company is Westchester Fire Insurance Company which is an A++ rated and Treasury Listed surety.

Our understanding is that TFR is being considered for projects on your behalf. Subject to the job being within the single and aggregate limits, normal review of the contract terms and conditions, confirmation of construction financing in the full amount of the contract, and any related underwriting items at the time of the request, we fully anticipate being able to provide the performance and payment bonds as required for your project.

This letter is offered as an indication of TFR's past experience and our confidence in the firm, and not to be construed as an agreement to provide surety bonds. Please be aware that the execution of payment & performance bonds is subject to the positive review of all normal underwriting considerations at the time of the request. Any specific request for bonds will be underwritten on its own merits and any arrangement for bonds required by any contract is a matter between the contractor and the surety and we assume no liability to you or your third parties, if for any reason we do not execute these bonds. Bonds will be provided when the project/task order in question is agreeable to both parties and proper contracts are in place.

Again, we can highly recommend TFR to you. Feel free to contact me at 972-331-3709 should you have any questions about our fine client.

Best Regards,

Brock Baldwin
Principal
Baldwin Cox Allen

NORTH BAY VILLAGE
EST. 1945

North Bay Village

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.northbayvillage-fl.gov

October 20, 2023

Tiffany Jean, Contract Manager
TFR Enterprises, Inc.
601 Leander Drive
Leander, Texas 78641

RE: Disaster Debris Removal Contract Extension

TFR Enterprises, Inc. Contract RFQ2018-003 for Disaster Debris Removal Contract executed **October 18, 2018** has expired **October 18, 2023**, under the initial three (3) year terms of the agreement.

Pursuant to Section 2: Term of Contract, the Village would like to exercise the last of the one (1) year extensions, to extend the contract to October 18, 2024.

Sincerely,

Marlon Lobban

Marlon Lobban, PE
Director of Public Works

Sign, Date and Return to the Village to accept extension of contract.

Tipton F Rowland, CEO
Name and Title

Signature

10/20/2023
Date

ITEM NO. 11.G

North Bay Village
Recommendation Memorandum

DATE: October 1, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: A Resolution Approving a First Amendment to a Mutual Aid Agreement with Miami Dade County Providing for Concurrent Jurisdiction at the New Public Works Facility Site Located at 1353 NW 79 Street - Interim Village Manager Frank Rollason

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RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE WITH MIAMI-DADE COUNTY, FLORIDA, TO PROVIDE FOR CONCURRENT JURISDICTION IN AND AROUND 1353 NW 79TH STREET, MIAMI, FLORIDA 33147; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve an amendment to the Mutual Aid Agreement for operational assistance with Miami-Dade County.

BACKGROUND AND ANALYSIS

On June 24, 2015, the Village and Miami-Dade County entered into a Law Enforcement Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance (the "Agreement").

The Village and County wish to modify the terms of the Agreement in accordance with the terms and conditions set forth in the attached First Amendment to provide for concurrent jurisdiction in and around 1353 NW 79th Street, Miami, Florida 33147, the Village's new public works facility site.

SECTION VI. CONCURRENT JURISDICTION

D. Special Provisions for Concurrent Jurisdiction:

2. Joint enforcement of all laws in and around 1353 NW 79th Street, Miami, Florida 33147, which is located in unincorporated Miami-Dade County, Florida. Enforcement shall include making arrests, issuing Uniform Traffic Citations, arresting violators for any crimes uncovered during the investigation of the traffic violation or accident, taking custody of any evidence or contraband as defined in Chapter 932, Florida Statutes, and completing appropriate documentation, including any accident reports.

It is recommended that the Village Commission approve the proposed amendment to the Mutual Aid Agreement between the Village and Miami-Dade County.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Amend. 1 to MAA - MDC - 1353 NW 79 S.DOCX
Amendment 1 to MAA- MDC - Conc. Jurisdiction.DOCX
MAA MDCPD - Mutual Aid Agreement- EXP 1-1-2025.pdf

RESOLUTION NO. 2024- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE WITH MIAMI-DADE COUNTY, FLORIDA, TO PROVIDE FOR CONCURRENT JURISDICTION IN AND AROUND 1353 NW 79TH STREET, MIAMI, FLORIDA 33147; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 24, 2015, the Village and Miami-Dade County (the "County") entered into a Law Enforcement Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance (the "Agreement"); and

WHEREAS, the Village and County wish to modify the terms of the Agreement in accordance with the terms and conditions set forth in the First Amendment attached hereto as Exhibit "A" to provide for concurrent jurisdiction in and around 1353 NW 79th Street, Miami, Florida 33147 (the "First Amendment"); and

WHEREAS, the Village Commission desires to approve the First Amendment to the Agreement in substantially the form attached hereto as Exhibit "A"; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. The Village Commission approves the First Amendment to the Agreement with the County.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the First Amendment to the Agreement with the County in substantially the form attached hereto as Exhibit "A," subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

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

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this 1st day of October, 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

LAW ENFORCEMENT MUTUAL AID AGREEMENT

FOR

VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

AMENDMENT NO. 1

THIS FIRST AMENDMENT to the Law Enforcement Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance (the "First Amendment") is entered into as of the ___ day of _____, 202__ (the "Effective Date of First Amendment"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **MIAMI-DADE COUNTY, FLORIDA,** a Florida subdivision (hereinafter, the "County"). Collectively, the Village and the County are referred to as "Parties."

WHEREAS, on June 24, 2015, the Village and County entered into a Law Enforcement Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance (the "Agreement"); and

WHEREAS, the Village and County wish to modify the terms of the Agreement in accordance with the terms and conditions set forth in this First Amendment to provide for concurrent jurisdiction in and around 1353 NW 79th Street, Miami, Florida 33147.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Village and County agree as follows: [1]

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.

2. **Amendment of Section VI of the Agreement.** Section VI of the Agreement is amended to add the following subparagraph D.2.:

SECTION VI. CONCURRENT JURISDICTION

***

D. Special Provisions for Concurrent Jurisdiction:

***

> 2. Joint enforcement of all laws in and around 1353 NW 79th Street, Miami, Florida 33147, which is located in unincorporated Miami-Dade County, Florida. Enforcement shall include making arrests, issuing Uniform Traffic Citations, arresting violators for any crimes uncovered during the investigation of the traffic violation or accident, taking custody of any evidence or contraband as defined in Chapter 932, Florida Statutes, and completing appropriate documentation, including any accident reports.

***

3. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.

4. **Agreement Ratified**. Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

5. **Defined Terms**. All initial capitalized terms used in this First Amendment but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

6. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this First Amendment shall have the same force and effect as an original hereof.

[Remainder of page intentionally left blank. Signature pages follow.]

AGREED TO AND ACKNOWLEDGED this _____ day of_____, 202__.

FOR MIAMI-DADE COUNTY, FLORIDA:

_____
Daniella Levine Cava, Mayor
Miami-Dade County, Florida

_____
Stephanie V. Daniels, Director
Miami-Dade Police Department

ATTEST: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

By: _____

Print Name: _____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Anita Viciana-Zapata
Assistant County Attorney
Miami-Dade County, Florida

FOR NORTH BAY VILLAGE:

_____
Frank Rollason, Interim Village Manager

_____
Carlos Noriega, Chief
North Bay Village Police Department

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk
North Bay Village, Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney
North Bay Village, Florida

LAW ENFORCEMENT MUTUAL AID AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF NORTH BAY VILLAGE FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

WHEREAS, it is the responsibility of the government of Miami-Dade County, Florida, and the subscribing municipality to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, there is an existing and continuing possibility of the occurrence of natural or manmade disasters or emergencies and other major law enforcement problems, including those that cross jurisdictional lines, that will require coordinated law enforcement efforts to ensure that preparations of this County will be adequate to deal with such activity, protect the public peace and safety, and preserve the lives and property of the people of the County; and

WHEREAS, in order to ensure that law enforcement agencies are prepared to competently address any and all conditions as they arise to protect the public peace and safety of Miami-Dade County citizens, it is in the best interests of the community and law enforcement for police agencies to engage in mutual aid; and

WHEREAS, the subscribing law enforcement agencies have the authority under Florida Statutes Chapter 23, Part I, *Florida Mutual Aid Act*, and under Florida Statutes Section 316.640, *Enforcement*, to enter into a Mutual Aid Agreement,

NOW, THEREFORE, BE IT KNOWN that Miami-Dade County, a political subdivision of the State of Florida, and the undersigned municipality, in consideration

for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I. PURPOSE AND TERMS

A. Short title: Mutual Aid Agreement

B. Description: Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23, Part I, Florida Statutes.

C. Definitions:

1. Chief Executive Official: Either the Mayor of Miami-Dade County, or the Chief Executive Official of the participating municipality, who has the authority to contractually bind the agency and has executed this Agreement, upon the approval of the governing body of each entity.
2. Agency Head: Either the Director of the Miami-Dade Police Department, or the Director's designee; and the Chief of Police of the municipal law enforcement agency, or the Chief's designee.
3. Participating law enforcement agency: The police department of any law enforcement agency in Miami-Dade County, Florida, that has approved and executed this Agreement.
4. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

SECTION II. PROCEDURES

A. Operations:

1. In the event that a party to this Agreement is in need of assistance as specified herein, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and the available resources, and will respond in a manner deemed appropriate.

2. Each party to this Agreement agrees to furnish necessary personnel, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which necessitated the request; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, facilities, and other resources and services in rendering such assistance.

3. The Agency Heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel, equipment, facilities, and other resources and services provided pursuant to this Agreement to the providing agency.

B. Powers, Privileges, Immunities, and Costs:

1. All employees of the participating law enforcement agency, including certified law enforcement employees, during such time that said employees are

actually providing aid outside of the jurisdictional limits of their employing agency pursuant to a request for aid made in accordance with this Agreement, shall, pursuant to the provisions of this Mutual Aid Agreement, have the same powers, duties, rights, privileges, and immunities as if they were performing duties in the jurisdiction in which they are normally employed.

2. The political subdivision having financial responsibility for the participating law enforcement agency providing personnel, equipment, facilities, and other resources and services pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.

3. The political subdivision having financial responsibility for the participating law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to the Agreement during the time of the rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.

4. All exemption from ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such

agency when performing their respective functions within the territorial limits of their respective agencies shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

C. Indemnification: Each party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this Agreement.

D. Forfeitures: It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Section 932.701 et. seq., Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action. Any participating law enforcement agency must request sharing, in writing, before the entry of a Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property,

including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or to settle, pursuant to the provisions of the Florida Contraband Forfeiture Act.

E. Conflicts: Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Part I, Florida Statutes.

SECTION III. COMMAND AND SUPERVISORY RESPONSIBILITY

A. Command: The personnel, equipment, facilities, and other resources and services that are assigned by the assisting entity shall be under the immediate command and direct supervision of a supervising officer designated by the assisting Director or Chief of Police, or his/her designee.

B. Conflicts: Whenever an officer is rendering assistance pursuant to this Agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure of the assisting agency shall control, and shall supersede the direct order.

C. Complaints: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the Director or Chief of Police, or his/her designee, of the agency employing the officer who is the subject of the complaint, shall be responsible for the investigation of the complaint.

The Director or Chief of Police or designee of the requesting agency should ascertain at a minimum:

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation, and;
4. The identity of the employee accused.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION IV. PROVISIONS FOR VOLUNTARY AND OPERATIONAL ASSISTANCE

A. A deputy sheriff or police officer of either participating law enforcement agency shall be considered to be operating under the provisions of this Mutual Aid Agreement when participating in law enforcement activities that are preplanned and approved by each respective agency head, or appropriately dispatched in response to a request for assistance from the other law enforcement agency.

B. In compliance with and under the authority of this Mutual Aid Agreement, entered into by Miami-Dade County and the participating municipality, it is hereby declared that the following list comprises the nature of assistance, and the circumstances and conditions under which mutual aid may be requested and

rendered regarding police operations pursuant to the Agreement. The list includes, but is not necessarily limited to, dealing with the following:

1. Voluntary:
    a. Joint multi-jurisdictional criminal investigations.
    b. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.
    c. Joint training in areas of mutual need.
    d. Off-duty special events.
    e. Joint multi-jurisdictional marine interdiction operations.
    f. Security and escort duties for dignitaries.
2. Operational:
    a. Hostage and barricaded subject situations, and aircraft piracy.
    b. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
    c. Enemy attack.
    d. Transportation of evidence requiring security.
    e. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
    f. Any natural, technological, or manmade disaster. Emergency situations in which one agency cannot perform its functional objective.
    g. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bicycle, mounted, Special

Response Teams, bomb, crime scene, marine patrol, and police information.

h. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.

i. Terrorist activities including, but not limited to, acts of sabotage.

j. Escapes from or disturbances within detention facilities.

SECTION V. PROCEDURES FOR REQUESTING MUTUAL AID

The following procedures will apply to situations requiring operational assistance:

A. Mutual aid requested or rendered will be approved by the Director or the Chief of Police, or their designees.

B. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.

C. Communications instructions will be included in each request for mutual aid. The Miami-Dade Police Department Communications Bureau will maintain radio contact with the involved agencies until the mutual aid situation has ended.

D. Incidents requiring mass processing of arrestees, transporting prisoners and operating temporary detention facilities will be handled per established procedures.

SECTION VI. CONCURRENT JURISDICTION

It is to the mutual benefit of the participating law enforcement agency and the Miami-Dade Police Department, through voluntary cooperation, to exercise concurrent jurisdiction over the areas described in subparagraphs A. and B. below, in that officers, while in another jurisdiction, are often present at events where immediate action is necessary, or are able to expeditiously conclude an investigation by identifying and arresting an offender.

A. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the participating municipalities located in Miami-Dade County and in unincorporated Miami-Dade County for arrests made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction; for example, to or from court, provided that, in the context of this Agreement, "official business outside of his or her jurisdiction" shall not include routine patrol activities. This Agreement excludes those areas within the territorial limits of any municipality not participating in Mutual Aid with Miami-Dade County, and in any areas in which the Miami-Dade Police Department does not have law enforcement jurisdiction.

B. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the participating municipalities located in Miami-Dade County and in unincorporated Miami-Dade County, for arrests made pursuant to the laws of arrest of persons identified as a result of investigations of any offense

constituting a felony or any act of domestic violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the jurisdiction of the agency employing the arresting officer. However, absent a search warrant, concurrent jurisdiction under this subparagraph does not include authority to make nonconsensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public. Authority derived pursuant to this subparagraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. When operating under mutual aid, participating agency officers may execute search warrants outside the jurisdiction of their employing municipality for offenses which occurred in their jurisdiction. Participating agency officers may execute the search warrant, impound all property, make arrests, and file the Return and Inventory. This concurrent jurisdiction excludes those areas within the territorial limits of any municipality not participating in mutual aid with Miami-Dade County, and in any areas in which the Miami-Dade Police Department does not have law enforcement jurisdiction.

C. Prior to any officer taking enforcement action pursuant to either paragraph A. or B. above, the officer shall notify the designated officer of the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. Furthermore, all arrests made pursuant to paragraph A. above shall be processed and coded pursuant to directions of the Clerk of the Court, in such

manner as to ensure that any revenues or surcharges generated as a result of said arrests shall be directed to the jurisdiction in which the arrest was made.

D. Special Provisions for Concurrent Jurisdiction:

1. Joint enforcement of all laws in an area to be hereinafter designated as the Joint Community Marine Protection Area (JMPA). The JMPA shall consist of the unincorporated waterways surrounded by, in general: Sunny Isles; Surfside; Bay Harbor Islands; North Miami and the Intracoastal Waterway; Miami Shores; Miami Beach; and, an east-west line in the Atlantic Ocean parallel to the southerly line of Broward County, Florida.

E. General Requirements:

1. Officers shall not utilize unmarked vehicles to make traffic stops or to engage in vehicle pursuits.
2. Concurrent law enforcement jurisdiction pursuant to this Agreement does include preplanned operations, undercover investigations, stings, or sweeps.
3. Officers shall not conduct routine patrol activities outside of their jurisdiction.
4. Reports of any action taken pursuant to this Agreement shall be faxed to the agency head of the agency within whose jurisdiction the action was taken, as soon as possible after the action.
5. Any conflicts regarding jurisdiction will be resolved by allowing the agency within whose jurisdiction the action took place to take custody of any arrestees and/or crime scenes.
6. All concurrent jurisdiction stationary surveillance activities shall require notification of the agency within whose jurisdiction the surveillance takes

place. The notification shall include the general location of the surveillance, and a description of the vehicles involved. Mobile surveillance shall not require notification unless concurrent jurisdiction enforcement activities take place.

SECTION VII. EFFECTIVE DATE AND TERM OF AGREEMENT

This Mutual Aid Agreement shall become effective on the date of execution by all parties and, unless terminated or cancelled on an earlier date, will expire on January 1, 2025. This Mutual Aid Agreement may be renewed in writing by the Agency Head and their respective Chief Executive Officials, in the case of Miami-Dade County, the Police Director and County Mayor or the Mayor's designee are authorized to extend this Agreement. This Agreement may be formally renewed for a maximum of three (3) additional successive ten (10) year terms. This Agreement may not be amended or modified except in writing signed and duly executed by the parties. Any modifications or amendments to this Agreement require County Commission approval via the County's legislative process.

SECTION VIII. CANCELLATION

This Agreement may be cancelled by either party upon providing thirty (30) days written notice to the other participating law enforcement agency. Cancellation will be at the discretion of the Agency Heads and their respective Chief Executive Officials, in the case of Miami-Dade County, the Police Director and County Mayor or the Mayor's designee are authorized to cancel this Agreement.

AGREED TO AND ACKNOWLEDGED this 24 day of March, 2015,

MIAMI-DADE COUNTY

for Carlos A. Gimenez, Mayor

J.D. Patterson, Director
Miami-Dade Police Department

ATTEST:

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

Harvey Ruvin, County Clerk
Miami-Dade County, Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

for

R. A. Cuevas, Jr., County Attorney
Miami-Dade County, Florida

AGREED TO AND ACKNOWLEDGED this 24 day of June, 2015,

NORTH BAY VILLAGE

Frank Rollason, Village Manager — Date: 6/24/15

Brian Collins, Acting Chief — Date: 6/18/2015
North Bay Village Police Department

ATTEST:

Yvonne Hamilton, Village Clerk
North Bay Village, Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Robert L. Switkes, Village Attorney
North Bay Village, Florida

ITEM NO. 12.A

North Bay Village
Recommendation Memorandum

DATE: October 1, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Judelande Jeune, Village Attorney

SPONSORED BY: Vice Mayor Richard Chervony and Commissioner Andy Daro

SUBJECT: An Ordinance Repealing Section 52.02, "Garbage from Domestic or Industrial Food Grinders" - Sponsored by Vice Mayor Richard Chervony and Commissioner Andy Daro

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RECOMMENDATION

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, REPEALING SECTION 52.02, "GARBAGE FROM DOMESTIC OR INDUSTRIAL FOOD GRINDERS," OF THE VILLAGE CODE OF ORDINANCES TO ELIMINATE THE PROHIBITION ON GARBAGE DISPOSAL INSTALLATIONS IN THE VILLAGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

On July 15, 2024, the Village Commission directed the Village Attorney to draft an ordinance repealing Section 52.02 of the Village Code to eliminate the prohibition on the installation of garbage disposals. Vice Mayor Chervony introduced the discussion, noting that the existing ordinance is outdated and is no longer applicable to modern practices.

It is recommended that the Village Commission approve the proposed ordinance repealing Section 52.02 of the North Bay Village Code on first reading.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

Ordinance Repealing Sec. 52.02 Garbage Disposals.DOC

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, REPEALING SECTION 52.02, "GARBAGE FROM DOMESTIC OR INDUSTRIAL FOOD GRINDERS," OF THE VILLAGE CODE OF ORDINANCES TO ELIMINATE THE PROHIBITION ON GARBAGE DISPOSAL INSTALLATIONS IN THE VILLAGE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") has home-rule authority pursuant to Section 166.021, Florida Statutes "to conduct municipal government, perform municipal functions, and render muncipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law"; and

WHEREAS, on February 10, 1965, North Bay Village (the "Village") Mayor Clemen Ehrlich introduced an ordinance prohibiting the use of domestic and commercial food grinders without specific approval from the Village Commission; and

WHEREAS, advances in technology and infrastructure improvements have significantly enhanced the capacity and efficiency of the Village's sewer system; and

WHEREAS, the Florida Building Code does not prohibit the use of garbage disposals; and

WHEREAS, the Village Commission recognizes the need to update the Village Code to reflect current capabilities and practices; and

WHEREAS, the Village Commission desires to repeal Section 52.02, "Garbage from Domestic or Industrial Food Grinders," of the Village's Code of Ordinances in order to eliminate the prohibition on garbage disposal installations in the Village; and

WHEREAS, the Village Commission finds that the adoption of this Ordinance is in the best interest of the Village.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. Repeal. That Section 52.02, "Garbage from Domestic or Industrial Food Grinders," of the Code of Ordinances of North Bay Village, Florida, is hereby repealed to read as follows:[1]

~~**§ 52.02 - Garbage from domestic or industrial food grinders**~~ **Reserved.**

~~Garbage contributed from domestic and commercial food grinders shall not enter a sewer which conveys the garbage to the municipal sewer treatment plant, unless specifically approved by the Village Commission. No person shall permit garbage contributed from domestic and commercial food grinders to enter any sewer which conveys the garbage to the municipal treatment plant, unless specifically approved by the Village Commission.~~

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 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 intention of the Village Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

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 effective immediately upon adoption on second reading.

PASSED on first reading on the _____ day of _____ 2024.

PASSED AND ADOPTED on second reading on the __ day of _____ 2024.

_____
Brent Latham, Mayor

ATTEST:

_____

[1] Coding: Strikethrough words are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney
First Reading:
Moved By: _____
Seconded By: _____

Second Reading:
Moved By: _____
Seconded By: _____

Vote on Final Adoption:
Mayor Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andrew Rotondaro _____
Commissioner Rachel Streitfeld _____

ITEM NO. 12.B

North Bay Village
Recommendation Memorandum

DATE: October 1, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Daniela Cimo, Village Attorney

SPONSORED BY:

SUBJECT: An Ordinance Amending the Village Code to Allow the Use of Publicly Accessible Website Designated by Miami-Dade County for the Publication of Legally Required Advertisements

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RECOMMENDATION

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES BY CREATING SECTION 10.17, "ADVERTISEMENT AND NOTICE BY PUBLICATION ON A PUBLICLY ACCESSIBLE WEBSITE," TO ALLOW FOR THE PUBLICATION OF LEGALLY REQUIRED ADVERTISEMENTS AND NOTICES ON A PUBLICLY ACCESSIBLE WEBSITE AS PERMITTED BY CHAPTER 50, FLORIDA STATUTES, AS MAY BE AMENDED; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

In 2022, the State Legislature adopted HB 7049, amending the legal notice requirements in Chapter 50, Florida Statutes, to allow for publication of legal notices on a publicly accessible website as specified in Section 50.0311, Florida Statutes. The Village, like many other municipalities in Miami-Dade County, has historically published legal notices in the Daily Business Review when possible because it was more cost-effective than other newspaper options available for publication. As of December 22, 2023, the Daily Business Review ceased producing a print product and no longer meets the qualifications to publish legal notices in a newspaper.

The County has designated a County-wide website for legal notices, consistent with Section

50.0311, Florida Statutes, for municipalities in the County to utilize for the publication of legal notices. However, the Village's Code continues to expressly require that notices be published in a newspaper of general circulation. Due to recent cost increases and fewer options available for publication in newspapers, Staff is recommending that the Village's Commission comprehensively amend the Code and ULDC to allow legal notices to be published on the Miami-Dade County designated website, consistent with state law.

Below is a summary of the total expenses for advertising public notices in the Miami Herald and the Daily Business Review for the last three fiscal years.

Year	Miami Herald / McClatchy	Daily Business / ALM	Total
2021-2022	$ 6,277.10	$ 9,905.99	$ 16,183.09
2022-2023	$ 17,787.95	$ 6,275.94	$ 24,063.89
2023-2024	$ 10,834.03	$ 1,576.76	$ 12,410.79
Grand Total			$ 52,657.77

The cost of publishing the legally required advertisements and public notices on the County's accessible website is significantly less than the cost of publishing in a general circulating newspaper.

Enclosed is a copy of the proposed ordinance on first reading for your consideration.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
$707 per license user for a total of $2,121

PERSONNEL IMPACT
None

ATTACHMENTS
Ordinance - Publication of Notices on Publicly Accessible Website

ORDINANCE NO. 2024- _____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES BY CREATING SECTION 10.17, "ADVERTISEMENT AND NOTICE BY PUBLICATION ON A PUBLICLY ACCESSIBLE WEBSITE," TO ALLOW FOR THE PUBLICATION OF LEGALLY REQUIRED ADVERTISEMENTS AND NOTICES ON A PUBLICLY ACCESSIBLE WEBSITE AS PERMITTED BY CHAPTER 50, FLORIDA STATUTES, AS MAY BE AMENDED; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article III, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provides municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the Village Commission of North Bay Village (the "Village") finds it necessary to periodically amend its Code of Ordinances ("Code") in order to update regulations and procedures to maintain consistency with state law, implement municipal goals and objectives, clarify regulations, and address specific issues and needs that may arise; and

WHEREAS, the Florida Constitution requires all meetings of a county, municipality, school board, or special district at which official acts are to be taken or at which public business is to be discussed or transacted to be open to the public and properly noticed; and

WHEREAS, Section 50.0311, Florida Statutes, provides that a governmental agency may use the designated publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper; and

WHEREAS, on April 2, 2024, the Miami-Dade County (the "County") Board of County Commissioners ("BCC") adopted Resolution No. R-281-24, which, among other things, directed the County Mayor's administration to take all necessary steps to provide for publication of municipal legal advertisements and public notices on a publicly accessible website of the County in accordance with Section 50.0311, Florida Statutes; and

WHEREAS, on July 16, 2024, the County BCC adopted Resolution No. R-693-24, which, among other things, designated "legalads.miamidade.gov" (the "Site") as the County's publicly accessible website; and

WHEREAS, the Village Commission desires to comprehensively amend the Code to allow legal notices to be published in any manner permitted under Florida Law, including but not limited to publication on the County's Site; and

WHEREAS, on _____, 2024, the Village Commission conducted a duly noticed public hearing as required by law and approved the ordinance on second reading; and

WHEREAS, the Village Commission finds that this Ordinance is in the best interest and welfare of the Village.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending Code of Ordinances. That the code of ordinances of North Bay Village, Florida, is hereby amended to read as set forth in Exhibit "A" attached hereto and incorporated herein.

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 intention of the Village Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

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 become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____ 2024.

PASSED AND ADOPTED on second reading on the __ day of _____ 2024.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

First Reading:
Moved By: _____
Seconded By: _____

Second Reading:
Moved By: _____
Seconded By: _____

Vote on Final Adoption:

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andrew Rotondaro	_____
Commissioner Rachel Streitfeld	_____

Exhibit A[1]

Section 10.17 – Advertisement and notice by publication on a publicly accessible website.

Notwithstanding any provision to the contrary in this Code or the Unified Land Development Code, whenever an advertisement or notice is required to be published in a newspaper of general circulation or other print publication, such advertisement or notice may instead be provided on a publicly accessible website, as permitted by Chapter 50, Florida Statutes, as may be amended from time to time.

***

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

ITEM NO. 14.A

North Bay Village
Recommendation Memorandum

DATE: October 1, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Mayor Brent Latham

SUBJECT: Discussion Regarding the Inlet Filters Policy and Implementation - Sponsored by Mayor Brent Latham

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Mayor Brent Latham wishes to engage in a discussion with the Village Commission regarding the inlet filers, policy, and implementation.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ITEM NO. 14.B

North Bay Village
Recommendation Memorandum

DATE: October 1, 2024

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Mayor Brent Latham

SUBJECT: Discussion on Potential Water Taxi Services in the Village - Sponsored by Mayor Brent Latham

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Mayor Latham is introducing the proposed discussion item for the Village Commission to explore water taxi services in the Village.

E-LIXR is a water taxi service looking to make North Bay Village one of its primary stops on a route that includes parts of Miami and Miami Beach. In the short term, the company aims to provide on-demand service to assess interest and usage before establishing a regular schedule. They plan to begin operations with two non-electric vessels while they work on developing their electric fleet.

To facilitate potential operations at Vogel Park as a docking location, the company would require the following infrastructure improvements:
1. Safety railings and weather protection from the waiting area to the dock;
2. A floating dock;
3. High-speed charging capabilities (anticipated by Summer 2025).

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

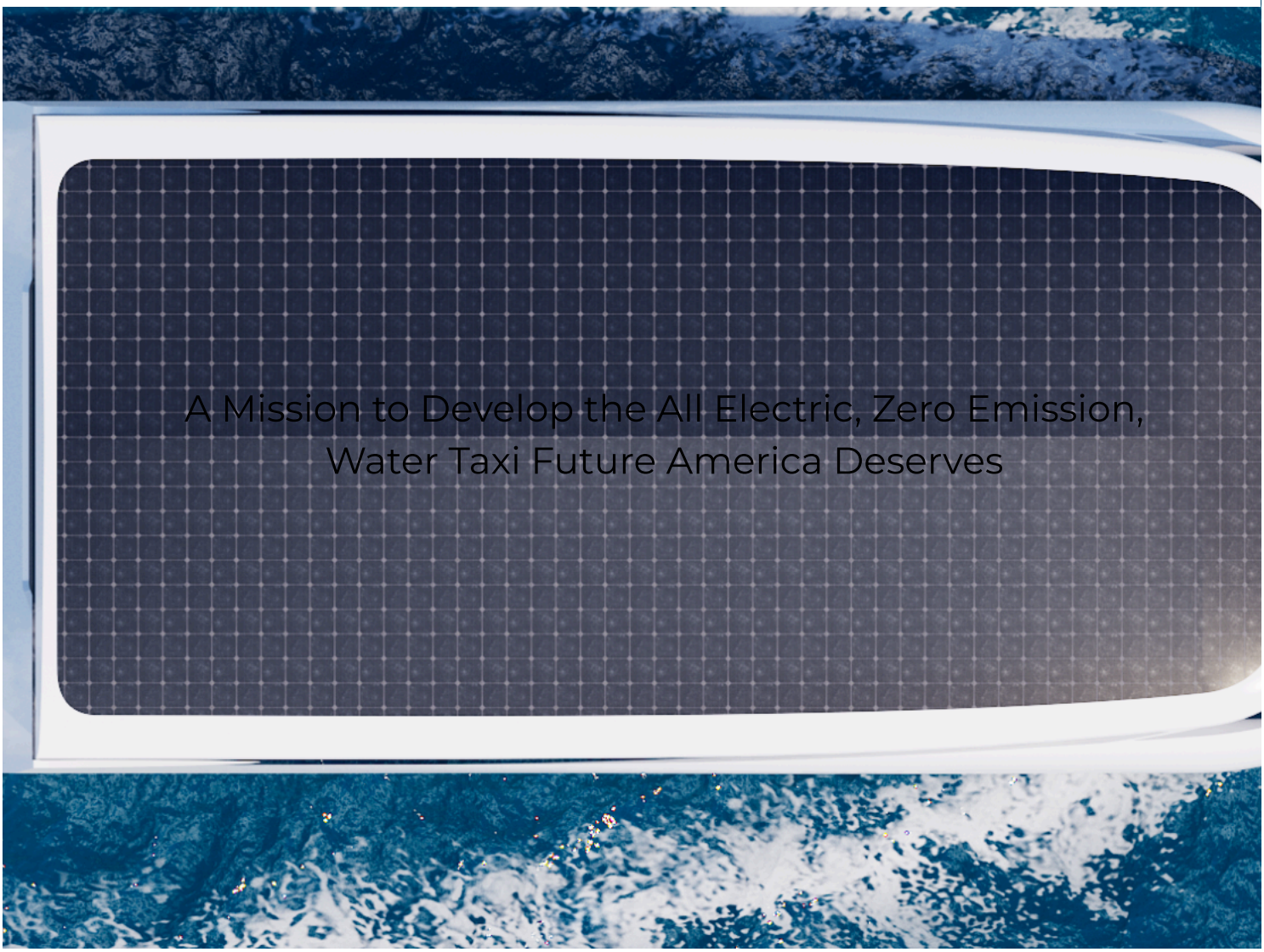
None

PERSONNEL IMPACT

None

ATTACHMENTS

Elixr Miami Electric Water Taxi.pdf
Vogel Park Dock Design Site Plan.pdf



THE ELECTRICS ARE COMING

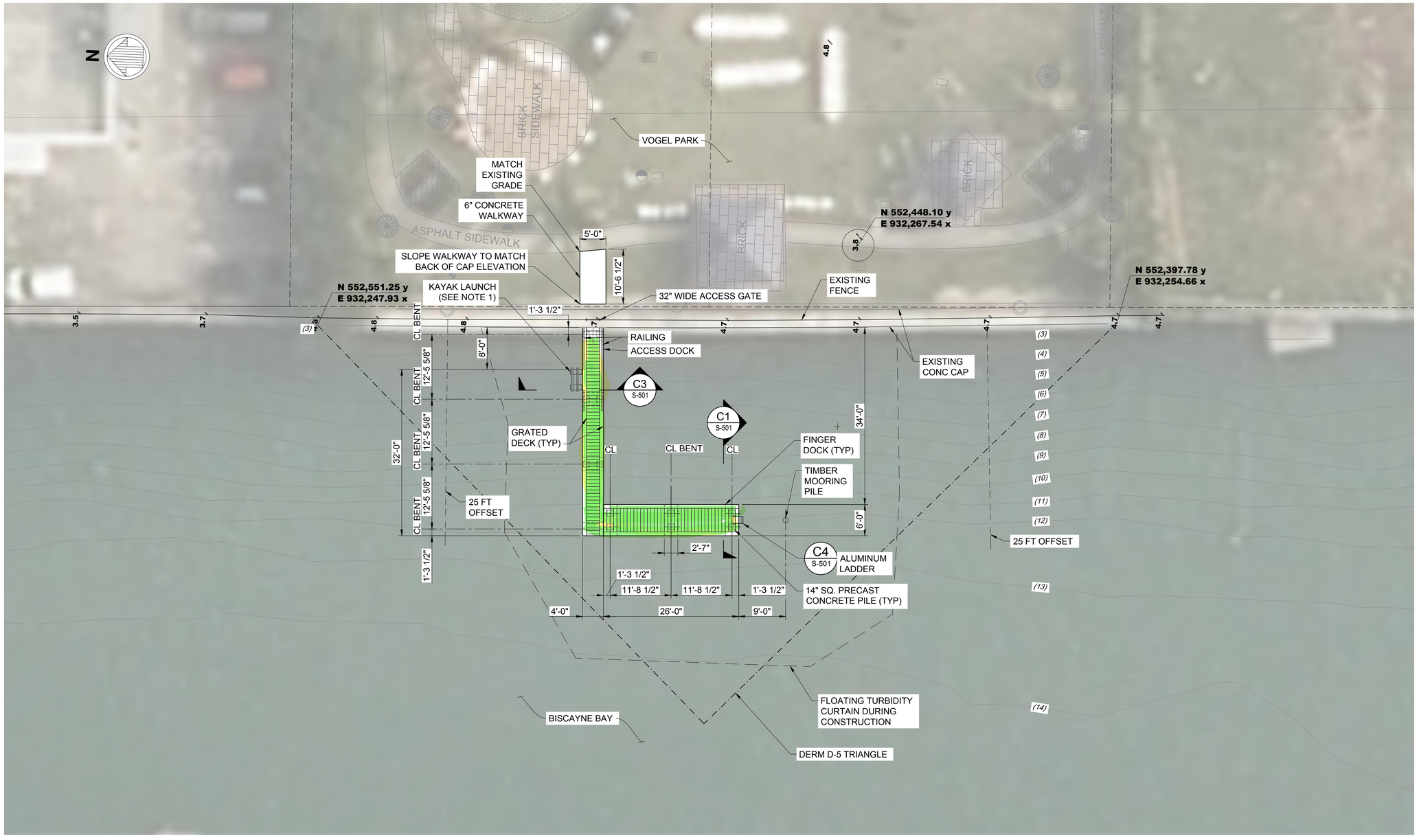
In 2025, America's First All-Electric Waterborne Transportation System Comes to Life



GET ON BOARD

Sign up and your first ride is on us.

Your e-mail...



DOCK SUMMARY:

DOCK	472 SF
SLIPS	1 (35 FOOT)
PILE CAPS	10
14" SQ CONCRETE PILES	20
12" Ø TIMBER PILES	5
RAILING	28 FT

NOTES:

1. KAYAK LAUNCH SHALL BE GOLDEN BOAT LIFT KAYAK LAUNCH OR APPROVED EQUAL.
2. REFER TO TURBIDITY CURTAIN NOTES ON SHEET G-002 AND TYPICAL DETAILS ON SHEET S-501.

10' 0' 10' 20'

SCALE: 1"=10'

DERM FILE NO. XXXX-XX

PERMIT SUBMITTAL
ISSUED: 2021-07-09
NOT TO BE USED FOR CONSTRUCTION

Mark	Description	Date	Appr

VOGEL PARK
DOCK DESIGN
NORTH BAY VILLAGE, FLORIDA

SITE PLAN - OPTION 2

2937 SW 27th AVE, STE 101A
COCONUT GROVE, FL 33133
305-230-1924
(FL EB 4877)
moffatt & nichol

Designed by: VB	Dwn by: VF	Ckd by: AEW	Reviewed by: TKB
Submitted by: MOFFATT & NICHOL	Drawing Scale: Plot scale: 1:1 (D SHEET)	Drawing scale:	Date: 01-19-22
M&N Project No. 10907-04	Rev: 00 -		

SEAL

Sheet Reference No.
FIG-001
INDEX: INDX OF ----

File: Q:\M\A1\10907-04\20 CADD_Active_Exhibits\109070\4\FIG-001 ; Plotted: 1/19/2022 12:42 PM by: FERNANDES, VANESSA ; Saved: 1/19/2022 11:09 AM by: VFERNANDES

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING