

**Minutes of August 2, 2022
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET
REGULAR MEETING OF AUGUST 2, 2022
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.**

- I. **CALL TO ORDER**
- II. **INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. **ROLL CALL AND ESTABLISH QUORUM**
- IV. **PUBLIC HEARINGS**
- V. **ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
- VI. **AMENDMENTS TO THE MUNICIPAL DOCKET**
- VII. **APPROVE MINUTES:**
 - 1. **MAYOR AND BOARD OF ALDERMEN**
 - a. July 19, 2022 Regular
 - b. July 26, 2022 Work Session
 - c. July 28, 2022 Special Meeting
 - 2. **PLANNING AND DEVELOPMENT COMMISSION**
 - a. July 28, 2022 Regular
- VIII. **APPROVE DOCKET OF CLAIMS NUMBER(S):**
 - 1. 080222
- IX. **UNFINISHED BUSINESS**
 - 1. ARPA Consultant
 - 2. Variance Request 11 Canal Place
 - 3. Tree Removal Request 11 Canal Place
 - 4. Fire Department Memorial Plaque
 - 5. Evacuation Route
- X. **NEW BUSINESS**
 - 1. Special Event App – Freshjunkie Productions; Mississippi Gulf Coast Marathon
 - 2. Special Event App – Friends of the Long Beach Library; Fall Fantasy Fair
 - 3. Special Event App & Fee Waiver – Chamber of Commerce; Taste of Long Beach
 - 4. Award Post-Disaster Roadway Clearing (72 Hour Push) Project – JLB Contracting
 - 5. Contract – Debris Removal; TFR Enterprises, Inc.
 - 6. Contract – Debris Monitoring; Debristech, I.I.C
 - 7. Intersection Improvements Klondyke & 28th Street
 - 8. Maintenance Service Agreements – City Generators; Taylor Sudden Service
 - 9. Discussion – Quarles House/Gateway Civil Engineering
 - 10. Discussion – ARPA Funds Premium Pay – Alderman Brown
 - 11. Discussion – Master/Strategic Planning – Alderman Johnson
- XI. **DEPARTMENTAL BUSINESS**
 - 1. **MAYOR'S OFFICE**
 - 2. **PERSONNEL**
 - a. Police Department – Termination (1)
 - 3. **CITY CLERK**
 - a. Schedule Budget Work Sessions
 - 4. **FIRE DEPARTMENT**
 - 5. **POLICE DEPARTMENT**
 - 6. **ENGINEERING**
 - 7. **PUBLIC WORKS**
 - 8. **RECREATION**
 - 9. **BUILDING OFFICE**
 - 10. **HARBOR**
 - 11. **DERELICT PROPERTIES**
 - a. Re-Clean – 106 N. Lang Ave; Assessed to Lloyd S. Bullard Jr.
- XII. **REPORT FROM CITY ATTORNEY**
- XIII. **ADJOURN (OR) RECESS**

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in August, 2022, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, Patrick

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Bennett, Bernie Parker, Angie Johnson, Timothy McCaffrey, Jr., Mike Brown, Pete L. McGoey, Deputy City Clerk Kini Gonsoulin, and City Attorney Stephen B. Simpson, Esq.

There being a quorum present sufficient to transact the business of the City, the following proceedings were had and done.

At the request of Mayor Bass, Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to suspend the rules and add Authorize Advertisement of Harbor Debris Removal as item #12 under New Business.

Alderman McGoey made motion seconded by Alderman McCaffrey and unanimously carried to approve the following minutes of the Mayor and Board of Aldermen, as submitted:

- July 19, 2022 Regular
- July 26, 2022 Work Session
- July 28, 2022 Special Meeting

Alderman McGoey made motion seconded by Alderman Parker and unanimously carried to approve the regular minutes of the Planning & Development Commission dated July 28, 2022, as submitted.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve payment of invoices listed in Docket of Claims number 080222.

Alderman Brown made motion seconded by Alderman Frazer and unanimously carried to remove ARPA consultant from the agenda until a later date.

There came on for discussion Variance Request 11 Canal Place, whereupon Alderman Brown made motion seconded by Alderman Parker and unanimously carried to approve the variance request as submitted on the minutes of the Planning & Development Commission dated July 14, 2022.

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There came on for discussion Tree Removal Request 11 Canal Place, whereupon Alderman Brown made motion seconded by Alderman Parker and unanimously carried to approve the variance requested as submitted on the minutes of the Planning & Development Commission dated July 14, 2022.

There came on for discussion Fire Department Memorial Plaques, whereupon Billy Swort of Overstreet & Associates provided the following:

161 Lameuse St., Suite 203
Biloxi, MS 39530
228-967-7137



**OVERSTREET
& ASSOCIATES
CONSULTING ENGINEERS**

630 Delmas Ave., Suite B
Pascagoula, MS 39567
228-967-7137

MEMORANDUM

Date: 7/25/2022
To: Mayor & Board of Aldermen
From: Billy Swort (OA)
RE: Fire Department Plaques

The attached sheet(s) provide our estimated cost regarding the various options for the fire department plaques, along with some example proof text for the plaques. If there is any more information needed, please let us know.

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July 25, 2022

Table 1. Plaque Cost Estimates

Material	Size	Price (no post)	Price (post included)
Aluminum	10.5"W x 15"H	\$ 482.00	\$ 632.00
	14"W x 20.5"H	\$ 792.00	\$ 992.00
	18"W x 26"H	\$ 1,242.00	\$ 1,642.00
Bronze	10.5"W x 15"H	\$ 840.00	\$ 990.00
	14"W x 20.5"H	\$ 1,442.00	\$ 1,642.00
	18"W x 26"H	\$ 2,212.00	\$ 2,612.00

The cost estimates can be seen above in table 1. The third column shows the price for just the plaque at it corresponding size, whereas the fourth column shows the price for the plaque and the post with all the hardware included. Shipping appears to be free on each variation shown above.

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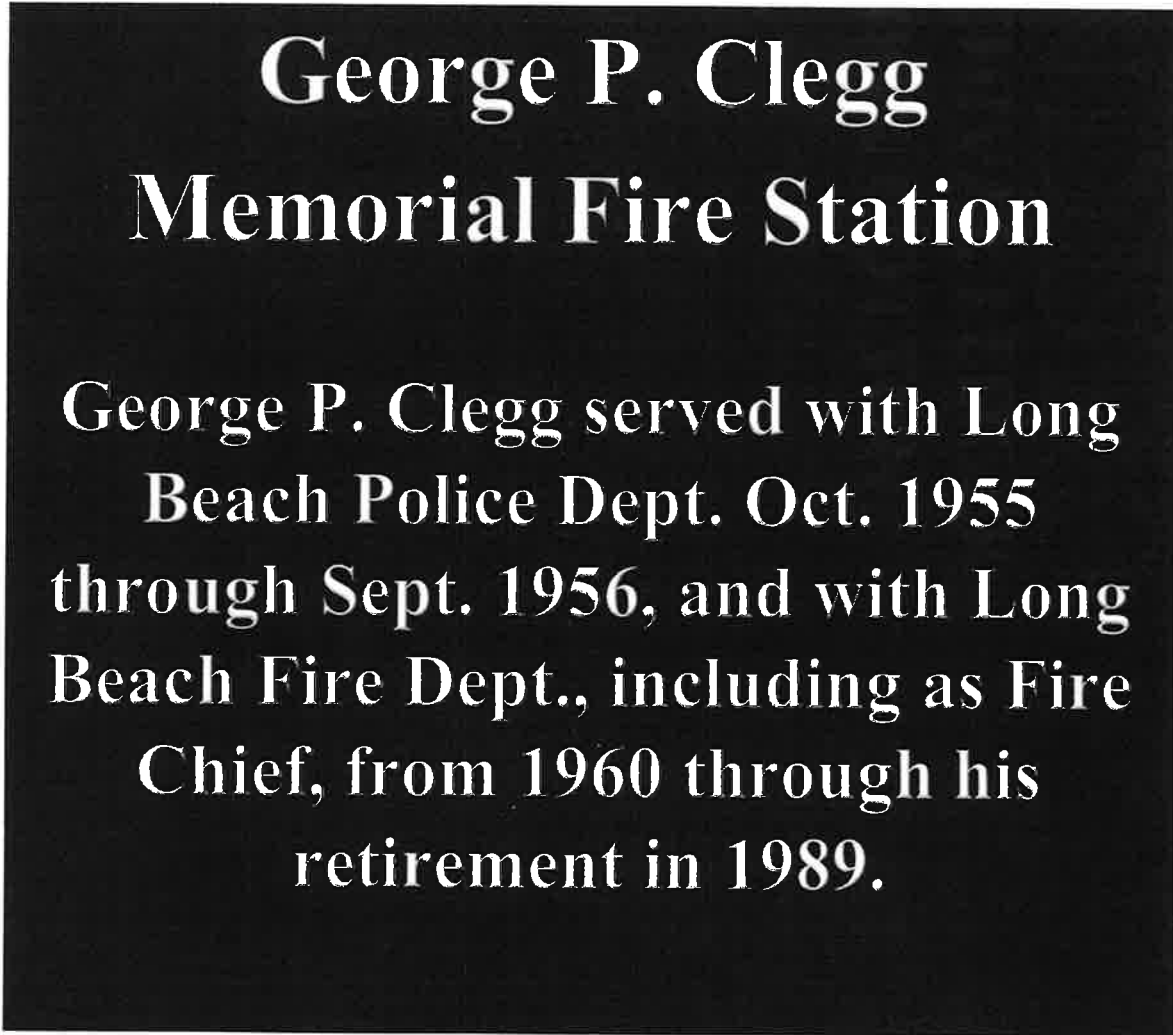
July 25, 2022

William “Billy” Fennell Memorial Fire Station

William Fennell served with Long Beach Fire Dept. Oct. 1965 through Dec. 1993, including as Fire Chief from 1989 until his retirement in 1993.

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July 25, 2022



After further discussion, Alderman Brown made motion seconded by Alderman Parker and unanimously carried to authorize purchase of 2 bronze 18" x 26" memorial plaques for Fire Station #1 & Fire Station #2.

It was the consensus of the Board to table Evacuation Route until the next meeting on August 16, 2022.

Minutes of August 2, 2022 Mayor and Board of Aldermen

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Special Event Application submitted by Freshjunkie Projections, LLC for Mississippi Gulf Coast Marathon:

*December 11, 2022
Saturday
Marathon
7:00 AM
Hwy 90*

**CITY OF LONG BEACH
SPECIAL EVENT APPLICATION**

City Clerk's Office * 201 Jeff Davis Avenue * P.O. Box 929 * Long Beach, MS 39560

Date Received By Clerk's Office: 7/21/22 Time: 4:45 By: CS

Please complete this application in accordance with the City of LONG BEACH Special Events Policy, and return it to the Office of the Mayor at least 90 calendar days before the first day of the event.

Sponsoring Organization's Legal Name: FRESHJUNKIE Productions, LLC

Organization Address: 2012 Stuart Ave, Baton Rouge, LA 70808

Organization Agent: Jonathan Dizuba Title: Managing Director

Phone: 225.636.1644 Home 225.636.1644 Cell 225.636.1644 During Event

Agent's Address: 2012 Stuart Ave, Baton Rouge, LA 70808

Agent's E-Mail Address: juba@freshjunkie.com

Event Name: Mississippi Gulf Coast Marathon

Please give a brief description of the proposed special event:

Running race that starts in Henderson Point, runs along Hwy 90 and finishes in MGM park in Biloxi, MS.

Event Day (s) & Date (s): 12/11/2022 Event Time (s): 7:00am

Set-Up Date & Time: 12/11/2022 5:00am Tear-Down Date & Time: 12/11/2022 9:00am

Event Location: Henderson Point, Scenic Hwy 90

ANNUAL EVENT: Is this event expected to occur next year? YES NO

How many years has this event occurred? 6 years

ADOPTED: 08.18.20-BOARD ACTION

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MAP: (a) If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. (b) Show any streets or parking lots that you are requesting to be blocked off, and location of vendors, if any. A final map, if different, must be provided seven (7) days before the event. (c) Please show an emergency vehicle access lane.

STREET CLOSURES: Start Date/Time: 12/11/2022 6:45am Through Date/Time: 12/11/2022 8:30am

RESERVED PARKING: Are you requesting reserved parking? YES NO

If yes, list the number of street spaces, City lots or locations where parking is requested:

VENDORS: Food Concessions? YES NO Other Vendors? YES NO

DO YOU PLAN TO HAVE ALCOHOL SOLD/SERVED AT THIS EVENT? YES NO
If yes, are liquor license and liquor liability insurance attached? YES NO
If yes, what time? _____ Until _____

ENTERTAINMENT: Are there any entertainment features related to this event? YES NO

If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule.

ATTENDANCE: What is expected (estimated) attendance for this event? 800

AMUSEMENT: Do you plan to have any amusement or carnival rides? YES NO

If yes, you are requested to obtain a permit through the Building/Permit Department.

RESTROOMS: Are you planning to provide portable restrooms at the event? YES NO
If yes, how many? 14

As an event organizer, you must consider the availability of restroom facilities during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the restroom facilities in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

ADOPTED: 08.18.20-BOARD ACTION

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OTHER REQUESTS: (i.e., Police Department assistance, Fire Department, Street closures, electrical, etc.)

Police Department assistance for Hwy 90 traffic control in the morning

INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$1,000,000 (1 million). An event sponsor must provide a valid certificate of insurance naming the City of Long Beach as an additional insured party on the policy. A sponsor of a Low Hazard event may request the Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

A certificate of Insurance must be provided which names the City of Long Beach as an additional named insured party on the policy or I am requesting the Board of Aldermen waive the insurance requirement for this Low Hazard Event as identified in the paragraph above related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

All food vendors must be approved by the Harrison County Health Department, and each food or other vendor must provide the City of Long Beach with a Certificate of Insurance, which names the City of Long Beach as an additional named insured party on the policy.

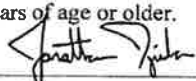
The approval of this Special Event may include additional requirements or limitations, based on the City's review of this application.

Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.

As the duly authorized agent of the sponsoring organization, I am applying for approval of this Special Event, affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all other City requirements, ordinances, and other laws, which apply to this Special Event. By signing this Special Event Application, I declare I am 21 years of age or older.

7/21/2022

Date


Signature of Sponsoring Organization's Agent

**RETURN THIS APPLICATION at least ninety (90) days before the first day of the event to:
City of Long Beach * Mayor's Office * 201 Jeff Davis Ave. * P. O. Box 929 * Long Beach, MS
39560**

ADOPTED: 08.18.20-BOARD ACTION

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Event Title: Mississippi Gulf Coast Marathon 12/11/22

DEPARTMENTAL USE ONLY: Please contact applicant directly with any questions or concerns. Sign and return to the City Clerk's Office, as soon as possible.

Approvals noted below, by departments, indicate they have been made aware of the request and the reasonability of their department has been met.

Police Dept: BC Recommended Approval: YES NO Est. Economic Impact: \$ _____

Fire Dept: HS Recommended Approval: YES NO Est. Economic Impact: \$ 0

Public Works: JK Recommended Approval: YES NO Est. Economic Impact: \$ 0

Traffic Eng: _____ Recommended Approval: YES NO Est. Economic Impact: \$ _____

Parks/Rec: RJL Recommended Approval: YES NO Est. Economic Impact: \$ 0

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions: _____

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

ADOPTED: 08.18.20-BOARD ACTION

Minutes of August 2, 2022 Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to approve the following Special Events Application submitted by Friends of the Long Beach Library for a Fall Fantasy Faire Fundraiser:

*November 19, 2022
Saturday
8:00am - 2:00pm
Fall Fantasy
Town Green*

**CITY OF LONG BEACH
SPECIAL EVENT APPLICATION**

City Clerk's Office * 201 Jeff Davis Avenue * P.O. Box 929 * Long Beach, MS 39560

Date Received By Clerk's Office: 7/25/22 Time: 9:33 By: CS

Please complete this application in accordance with the City of LONG BEACH Special Events Policy, and return it to the Office of the Mayor at least 90 calendar days before the first day of the event.

Sponsoring Organization's Legal Name: FRIENDS OF THE LONG BEACH PUBLIC LIBRARY

Organization Address: 209 JEFF DAVIS AVENUE

Organization Agent: JENNIFER CUCCARO Title: ACTING PRESIDENT

Phone: (228) 864-6998 Home: (228) 863-0711 Cell: (228) 860-4209 During Event
Jennifer Cuccaro DENISE SAUCIER (LIBRARY DIRECTOR) WORK

Agent's Address: C/O DENISE SAUCIER - LIBRARY DIRECTOR

Agent's E-Mail Address: dsaucier@longbeach.lib.ms.us

Event Name: FALL FANTASY FAIRE FUNDRAISER

Please give a brief description of the proposed special event:

THE EVENT WILL BE A FESTIVAL WITH VENDORS AND ACTIVITY BOOTHS. THE GOAL IS TO RAISE FUNDS FOR CAPITAL IMPROVEMENTS IN THE LIBRARY. PLAN TO HAVE MUSIC AND OTHER ATTRACTIONS. (NOT RIDES)

Event Day (s) & Date (s): SATURDAY, NOV 19th Event Time (s): 10:00 AM - 2:00 PM

Set-Up Date & Time: NOV 19, 2022 / 8:00 AM Tear-Down Date & Time: NOV 19, 2022 / 2:00 PM

Event Location: TOWN GREEN

ANNUAL EVENT: Is this event expected to occur next year? YES NO

How many years has this event occurred? 1 FIRST TIME

ADOPTED: 08.18.20-BOARD ACTION

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MAP: (a) If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. (b) Show any streets or parking lots that you are requesting to be blocked off, and location of vendors, if any. A final map, if different, must be provided seven (7) days before the event. (c) Please show an emergency vehicle access lane.

STREET CLOSURES: Start Date/Time: _____ Through Date/Time: _____

RESERVED PARKING: Are you requesting reserved parking? YES NO

If yes, list the number of street spaces, City lots or locations where parking is requested:

VENDORS: Food Concessions? YES NO Other Vendors? YES NO

DO YOU PLAN TO HAVE ALCOHOL SOLD/SERVED AT THIS EVENT? YES NO

If yes, are liquor license and liquor liability insurance attached? YES NO *N/A*
If yes, what time? *N/A* Until _____

ENTERTAINMENT: Are there any entertainment features related to this event? YES NO

If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule.

ATTENDANCE: What is expected (estimated) attendance for this event? 500+

AMUSEMENT: Do you plan to have any amusement or carnival rides? YES NO

If yes, you are requested to obtain a permit through the Building/Permit Department.

RESTROOMS: Are you planning to provide portable restrooms at the event? YES NO
If yes, how many?

As an event organizer, you must consider the availability of restroom facilities during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the restroom facilities in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

ADOPTED: 08.18.20-BOARD ACTION

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OTHER REQUESTS: (i.e., Police Department assistance, Fire Department, Street closures, electrical, etc.)

PERMISSION TO CONNECT TO ON-SITE POWER.

INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$1,000,000 (1 million). An event sponsor must provide a valid certificate of insurance naming the City of Long Beach as an additional insured party on the policy. A sponsor of a Low Hazard event may request the Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

n/a city library event

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

A certificate of Insurance must be provided which names the City of Long Beach as an additional named insured party on the policy or I am requesting the Board of Aldermen waive the insurance requirement for this Low Hazard Event as identified in the paragraph above related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

All food vendors must be approved by the Harrison County Health Department, and each food or other vendor must provide the City of Long Beach with a Certificate of Insurance, which names the City of Long Beach as an additional named insured party on the policy.

The approval of this Special Event may include additional requirements or limitations, based on the City's review of this application.

Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.

As the duly authorized agent of the sponsoring organization, I am applying for approval of this Special Event, affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all other City requirements, ordinances, and other laws, which apply to this Special Event. By signing this Special Event Application, I declare I am 21 years of age or older.

X 7/21/22 X Jennifer Cuccaro
Date Signature of Sponsoring Organization's Agent

**RETURN THIS APPLICATION at least ninety (90) days before the first day of the event to:
City of Long Beach * Mayor's Office * 201 Jeff Davis Ave. * P. O. Box 929 * Long Beach, MS 39560**

ADOPTED: 08.18.20-BOARD ACTION

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Event Title: FALL FANTASY FAIRE 11/19/22

DEPARTMENTAL USE ONLY: Please contact applicant directly with any questions or concerns. Sign and return to the City Clerk's Office, as soon as possible.

Approvals noted below, by departments, indicate they have been made aware of the request and the reasonability of their department has been met.

Police Dept: BC Recommended Approval: (YES) NO Est. Economic Impact: \$ 0

Fire Dept: HR Recommended Approval: (YES) NO Est. Economic Impact: \$ 0

Public Works: SU Recommended Approval: (YES) NO Est. Economic Impact: \$ 0

Traffic Eng: _____ Recommended Approval: YES NO Est. Economic Impact: \$ _____

Parks/Rec: Rpf Recommended Approval: (YES) NO Est. Economic Impact: \$ 0

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

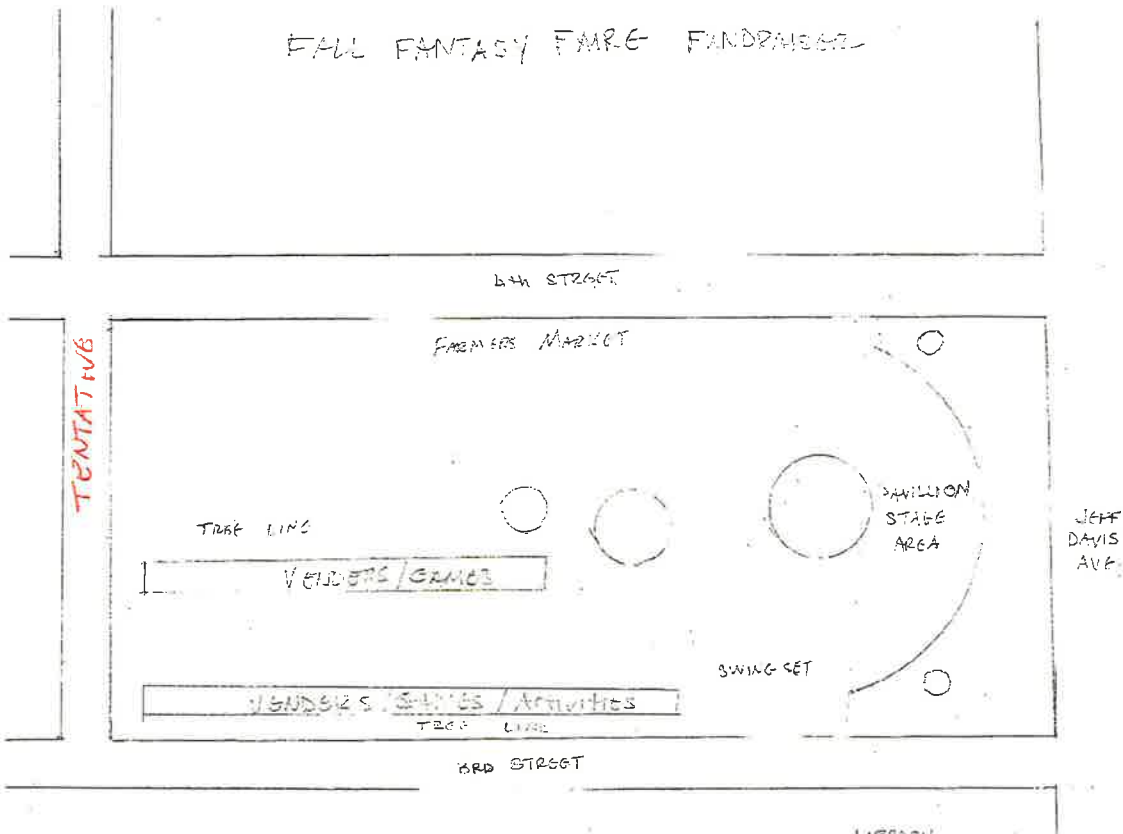
Any special requirements/conditions: _____

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

ADOPTED: 08.18.20-BOARD ACTION



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November 19, 2022
Saturday
8:00am - 2:00pm
Fall Fantasy
Town Green

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

Bob Paul
228-669-7601

TOWN GREEN

Group / Individual Name (Permit tee):

FRIENDS OF THE LONG BEACH PUBLIC LIBRARY / Jennifer Cuccaro
c/o Denise Sauvier

Telephone Number: Jennifer Cuccaro (228) 864-1698 Denise Sauvier (228) 863-0711 Denise Sauvier (228) 860-4209
Home Work Cell

Street Address: 209 JEFF DAVIS AVENUE

City LONG BEACH State MS Zip 39560

Type of Event: FALL FANTASY FAIRE FUNDRAISER

Start Time: 10:00 AM

Closing Time: 2:00 PM

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on
NOVEMBER 19, 2022
(Date)

The person(s) requesting this permit

1. Agrees to personally accept responsibility for any damage done to the facility, grounds or equipment by persons in his/her group during the reserved period of time, and will hold the City of Long Beach harmless of any damage done to permit tee or permit tee's equipment.
2. Agrees to maintain order and control over persons in the group.
3. Agrees to abide by all policies and procedures of the City of Long Beach, the Long Beach Parks and Recreation Department as directed by the contents of the Town Green policy statement.
4. Understands that failure to comply with all the terms of the aforementioned policy as well as any violation of federal, state, or municipal law in conjunction with the use of this facility will result in the cancellation of the privilege of using this facility and will jeopardize any future permit grants for this or any other facility. I hereby agree that I have read and understand the regulations and policies governing the use of the Long Beach Town Green, including the deck area and shoo-fly.

X Signature Jennifer Cuccaro X Date: 7/21/22

Rental Fee \$ N/A Receipt # _____ Date _____

Deposit Fee \$ N/A Receipt # _____ Date _____

Clean-up Fee \$ N/A Receipt # _____ Date _____

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

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STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I X Jennifer Cuccaro, do hereby release, acquit and forever discharge the City of Long Beach, Mississippi, and all of its respective agents, servants, employees, elected and non-elected officials, successors, predecessors, insurers, attorneys, and any and all other legal entities and persons, of and from any and all claims, demands, actions, damages, liability, or legal recourse of any type, and expenses (including attorneys' fees) in connection with or arising from or out of my use of the Town Green.

WHEREFORE, PREMISES CONSIDERED:

The undersigned further agrees that he/she shall indemnify and hold harmless the City against and from all claims, demands, actions, rights of action, liabilities, losses, judgments, costs, expenses, and attorney fees which shall or may rise by virtue of anything done or omitted to be done by us, including through or by its agents, employees, or other representatives, arising out of, claimed on account of, or in any manner predicated upon the use of the above mentioned property. The undersigned further agrees to protect and save and keep the City harmless and indemnify the City against and from any and all claims, demands, actions, liabilities, judgments, losses, costs, damages or expenses (including attorneys' fees) arising out of, claimed on account of, or in any manner predicated upon any accident or other occurrence arising from the use of the above mentioned property causing injury to person(s) (including death) or property to whomsoever or whatever in law and equity.

Furthermore, as part of the consideration for using the abovementioned property, the undersigned agree to assume full responsibility and liability for any and all risk of loss by theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group or members thereof while in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said organization or group agrees to indemnify and hold the City of Long Beach, its agents and servants, and employees harmless from and against all claims and expenses for same, including attorneys fees.

X This, the 21st day of July, 2022.

X Authorized Signature Jennifer Cuccaro

X Witness Rebecca Scott

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LONG BEACH TOWN GREEN RULES AND REGULATIONS

The Town Green is owned and operated by the City of Long Beach and administered by the Department of Parks and Recreation. All groups wishing to book the facility are considered on first come, first serve basis. The City of Long Beach reserves the right to provide activities on those dates deemed appropriate in carrying out its program(s).

Permission to use the Town Green does not include the closing of the Town Green to the general public. When renting the shoo-fly area the permit tee agrees not to restrict the public from entering the grounds or the parking lot connected to the Town Green.

Tables and chairs are NOT provided at this facility. Arrangements for the rental of these items are the responsibility of the permit tee. However, the City does rent their stage and bleacher area. You can get the rental fees for those areas by contacting the Parks and Recreation Department.

Gambling will not be permitted on the Town Green or in any of the buildings at this location and failure to comply with this policy shall be grounds for cancellation of the permit.

The selling or consumption of alcoholic beverages on the Town Green is NOT ALLOWED without written consent for the City of Long Beach Parks and Recreation Department. Requests must be presented in writing and will be considered on an individual basis.

NO GLASS BOTTLES OR OTHER GLASS CONTAINERS are allowed on the Town Green area without the approval of the Parks and Recreation Department.

The permit tee is responsible for the cleaning of the grounds following his/her activity. Failure to clean the area may result in forfeiture of the deposit, and/or the denial of any future use of this facility by their person(s) or group.

All functions must be concluded and the premises emptied no later than midnight. Any deviation from this policy will have to be approved by the Parks and Recreation Department.

There will be no nailing, screwing or tying of any type to the Gazebo's and Shoo-fly structures; this includes the trees on the grounds. Some exceptions can be made but only with prior consent from The City of Long Beach.

Any special requests must be submitted in writing and approved by the City of Long Beach Parks and Recreation Department.

No vehicles are allowed on the grounds without approval from Director or Assistant Director of Parks and Recreation.

Initial 

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FEES:

Deposit Fee – A deposit of \$100.00 must be paid when your contract is signed, this will also secure your event date. **Deposit for festivals is \$300.00**

Rental Fees - \$150.00 per day for the stage and bleacher areas, \$50.00 per day for each gazebo, & \$50.00 per day for the shoo-fly area. **Festival rental is \$400.00 this fee must be paid 1 month prior to the event date.**

Clean-up Fee - \$200.00 for events - **\$300.00 for festivals**, this fee is refundable. You are responsible for cleaning up after your event/festivals, if you fail to do so your cleanup fee will not be refunded to you. The property will be inspected at the end of your event/festival.

Non-Profit Group Fee- To be considered for the reduced rate you must provide The City of Long Beach with a copy of the organizations 501 C-3 tax status form that is filed with the Secretary of State in Jackson, MS. If you do qualify for the discounted rate it will reduce it by half.

Security Personnel - \$25.00 per hour with a 4 hours minimum. The requirement for security personnel will be handled on a case by case basis. This will be handled by a City of Long Beach Police Department representative and will be dependent on the type of event and estimated attendance. You will need to contact the City of Long Beach Police Department to make those arrangements.

★ **Refunds** – All refund will be processed the day after your event and inspection. As long as there is no damage your refund will be mailed out to you and could take 3-5 weeks for you to receive.

★ **Cancellation Policies:** should the permit tee cancel his/her event with the Parks and Recreation Department prior to 60 days of their scheduled event, 100% of the deposit will be refunded. Any cancellation within 60 days their deposit will be forfeited. If a warning or watch for a hurricane is present, then the renter would be refunded full rent and deposit. Any other exception (weather conditions) will be on a case by case basis.

X Initial jc

Minutes of August 2, 2022 Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman Johnson to approve the following Special Event Application submitted by Long Beach Chamber of Commerce for the Taste of Long Beach and waive all applicable fees. After discussion, Alderman Frazer offered a substitute motion seconded by Alderman Brown and unanimously carried to approve the Special Event Application submitted by the Chamber of Commerce for the Taste of Long Beach, waive all applicable fees and to encourage the Chamber to move the event back to the Long Beach Town Green with the recreation center as a backup for inclement weather.



July 13, 2022

Mayor George Bass
Chief Billy Seal
City of Long Beach
201 Jeff Davis Ave
Long Beach, MS 39560

Dear Mayor Bass and Chief Seal,

On behalf of the Long Beach Chamber of Commerce Board of Directors, I would like to thank you for your continued support of the Taste of Long Beach and the Long Beach Chamber of Commerce.

We would like to ask for the City of Long Beach permission to hold our 13th Annual Taste of Long Beach at the Long Beach Senior Activity Center on October 27, 2022. We are asking permission for the rental fees to be waived and requesting the City of Long Beach and the Long Beach Police Department to allow the Long Beach Chamber of Commerce to serve and consume alcohol at the Long Beach Senior Activity Center property. The Long Beach Chamber of Commerce will apply for all necessary permits from ABC and the State of Mississippi.

Please let me know if you have any questions or need any additional information about the event, please contact me at (228) 604.0014 or lawanda@mscoastchamber.com.

I look forward to seeing you on October 27th.

Sincerely,

LaWanda Jones
Director, Long Beach Chamber of Commerce

Minutes of August 2, 2022
Mayor and Board of Aldermen

CITY OF LONG BEACH
SPECIAL EVENT APPLICATION

City Clerk's Office * 201 Jeff Davis Avenue * P.O. Box 929 * Long Beach, MS 39560

Date Received By Clerk's Office: 7/20/22 Time: 3:36 By: CS

Please complete this application in accordance with the City of LONG BEACH Special Events Policy, and return it to the Office of the Mayor at least 90 calendar days before the first day of the event.

Sponsoring Organization's Legal Name: Mississippi Gulf Coast Chamber of Commerce dba Long Beach Chamber of Commerce
 Organization Address: 11975 Seaway Rd Ste B12 Gulfport, MS 39503
 Organization Agent: Adele Lyons Title: CEO
 Phone: 228-604-0044 Home NA Cell 228-224-0647 During Event
 Agent's Address: 11975 Seaway Rd Ste B12 Gulfport, MS 39503
 Agent's E-Mail Address: alyons@mscoastchamber.com/lawanda@mscoastchamber.com
 Event Name: Long Beach Chamber 13th Annual Taste of Long Beach com

Please give a brief description of the proposed special event:

Culinary community event that highlights the restaurants of Long Beach. Event features tastings, a silent auction, live music, and the proceeds benefit the small business grants, teacher grants, & scholarships given back to the community.

Event Day (s) & Date (s): Thursday, Oct 27 Event Time (s): 5:30pm - 8pm

Set-Up Date & Time: Oct 27 - 8a-5p Tear-Down Date & Time: Oct 27/ Oct 28 9a

Event Location: Long Beach Senior Center

ANNUAL EVENT: Is this event expected to occur next year? YES NO

How many years has this event occurred? 13

ADOPTED: 08.18.20-BOARD ACTION

Minutes of August 2, 2022 Mayor and Board of Aldermen

MAP: (a) If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. (b) Show any streets or parking lots that you are requesting to be blocked off, and location of vendors, if any. A final map, if different, must be provided seven (7) days before the event. (c) Please show an emergency vehicle access lane.

STREET CLOSURES: Start Date/Time: NA Through Date/Time: NA

RESERVED PARKING: Are you requesting reserved parking? YES NO

If yes, list the number of street spaces, City lots or locations where parking is requested:

Ample parking is available at the Senior Center.

VENDORS: Food Concessions? YES NO Other Vendors? YES NO

DO YOU PLAN TO HAVE ALCOHOL SOLD/SERVED AT THIS EVENT? YES NO

If yes, are liquor license and liquor liability insurance attached? YES NO

If yes, what time? 5:30pm Until 8pm

ENTERTAINMENT: Are there any entertainment features related to this event? YES NO

If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule.

ATTENDANCE: What is expected (estimated) attendance for this event? 300

AMUSEMENT: Do you plan to have any amusement or carnival rides? YES NO

If yes, you are requested to obtain a permit through the Building/Permit Department.

RESTROOMS: Are you planning to provide portable restrooms at the event? YES NO
If yes, how many?

As an event organizer, you must consider the availability of restroom facilities during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the restroom facilities in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

ADOPTED: 08.18.20-BOARD ACTION

Minutes of August 2, 2022 Mayor and Board of Aldermen

OTHER REQUESTS: (i.e., Police Department assistance, Fire Department, Street closures, electrical, etc.)

Request for police to patrol event

INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$1,000,000 (1 million). An event sponsor must provide a valid certificate of insurance naming the City of Long Beach as an additional insured party on the policy. A sponsor of a Low Hazard event may request the Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

Attached.

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

A certificate of Insurance must be provided which names the City of Long Beach as an additional named insured party on the policy or I am requesting the Board of Aldermen waive the insurance requirement for this Low Hazard Event as identified in the paragraph above related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

All food vendors must be approved by the Harrison County Health Department, and each food or other vendor must provide the City of Long Beach with a Certificate of Insurance, which names the City of Long Beach as an additional named insured party on the policy.

The approval of this Special Event may include additional requirements or limitations, based on the City's review of this application.

Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.

As the duly authorized agent of the sponsoring organization, I am applying for approval of this Special Event, affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all other City requirements, ordinances, and other laws, which apply to this Special Event. By signing this Special Event Application, I declare I am 21 years of age or older.

Date 7/20/22 Signature of Sponsoring Organization's Agent [Signature]

**RETURN THIS APPLICATION at least ninety (90) days before the first day of the event to:
City of Long Beach * Mayor's Office * 201 Jeff Davis Ave. * P. O. Box 929 * Long Beach, MS
39560**

ADOPTED: 08.18.20-BOARD ACTION

Minutes of August 2, 2022 Mayor and Board of Aldermen

Event Title: Taste of Long Beach 10/27/22

DEPARTMENTAL USE ONLY: Please contact applicant directly with any questions or concerns. Sign and return to the City Clerk's Office, as soon as possible.

Approvals noted below, by departments, indicate they have been made aware of the request and the reasonability of their department has been met.

Police Dept: JS Recommended Approval: YES NO Est. Economic Impact: \$ 0

Fire Dept: W Recommended Approval: YES NO Est. Economic Impact: \$ 0

Public Works: JL Recommended Approval: YES NO Est. Economic Impact: \$ 0

Traffic Eng: _____ Recommended Approval: YES NO Est. Economic Impact: \$ _____

Parks/Rec: RH Recommended Approval: YES NO Est. Economic Impact: \$ 0

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions: _____

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

ADOPTED: 08.18.20-BOARD ACTION

Minutes of August 2, 2022 Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/19/2022

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

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

PRODUCER BXS Insurance 2909 13th Street, 4th Floor Gulfport MS 39501	CONTACT NAME: Jackie Hoda PHONE (A/C, No, Ext): 12285636140 FAX (A/C, No): 228-863-1957 E-MAIL ADDRESS: jackie.hoda@bxsl.com														
INSURED MS Gulf Coast Chamber of Commerce, Inc. 11975 Seaway Road Suite B-120 Gulfport MS 39503	License#: PC-1092395 MISSGUL-01 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Indemnity Ins Co.</td> <td>18058</td> </tr> <tr> <td>INSURER B : FFVA Mutual Insurance Co.</td> <td>10385</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Ins Co.	18058	INSURER B : FFVA Mutual Insurance Co.	10385	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: 855002390 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		PHPK2411016	5/15/2022	5/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/CP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2411016	5/15/2022	5/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC84000283352022A	4/23/2022	4/23/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability - Additional Insured & Waiver of Subrogation when required by Written Contract Form; Work Comp Waiver of Subrogation when required by written contract
 Taste of Long Beach - October 27, 2022 Long Beach Senior Center, 20257 Daughtery Road, Long Beach MS 39560

CERTIFICATE HOLDER Long Beach Senior Center 20257 Daughtery Road Long Beach MS 39560	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
--	--

ACORD 25 (2016/03)

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Minutes of August 2, 2022 Mayor and Board of Aldermen

RECOMMENDATION OF POST-DISASTER ROADWAY CLEARING (THE PUSH), SELECTION COMMITTEE

RE: Services for Post-Disaster Roadway Clearing (The Push)

Long Beach, Mississippi, requested proposals for Post-Disaster Roadway Clearing (The Push), by order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on the 3rd day of May, 2022.

The following proposals were received in the City Clerk's Office no later than 10:00 a.m., Friday, June 24, 2022. The Selection Committee met on Tuesday, July 26, 2022 at 4:30 p.m. to review the proposals received from the following firms and/or individuals.

JLB Contractors LLC
21294 Johnson Road
Long Beach, MS 39560

TFR Enterprises, Inc.
601 Leander Drive
Leander, TX 78641

Each Committee member assigned points to each proposal based on the content of the proposal. The firm receiving the **highest** number of points is deemed by the Committee to be the most advantageous to the City. We, therefore, recommend award of a contract to JLB Contractors LLC. The Firms that were evaluated are listed in order of the points assigned.

<u>Firm</u>	<u>Total Points</u>
<u>JLB Contractors LLC</u>	<u>456</u>
<u>TFR Enterprises, Inc.</u>	<u>440</u>



Selection Committee Member



Selection Committee Member



Selection Committee Member



Selection Committee Member



Selection Committee Member

Selection Committee Member

Minutes of August 2, 2022 Mayor and Board of Aldermen

Patrick Bennett

LONG BEACH, MISSISSIPPI
Services for Post-Disaster Roadway Clearing (The Push), Selection Committee

DATE: JULY 26, 2022

SELECTION OF: Services for Post-Disaster Roadway Clearing (The Push)

	<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
1.	PRICE	70
2.	EXPERIENCE WITH FEMA PROGRAMS	5
3.	DEGREE OF EXPERIENCE IN DISASTER ROADWAY CLEARING	5
4.	MANPOWER	5
5.	EQUIPMENT	5
6.	ABILITY TO RESPOND QUICKLY	5
7.	CREDENTIALS/FINANCIAL STATUS	<u>5</u>
	TOTAL POINTS	100

<u>NAME</u>	<u>CRITERIA</u>							<u>TOTAL POINTS</u>
	1	2	3	4	5	6	7	
JLB Contractors LLC	65	5	5	5	5	5	5	95
TFR Enterprises, Inc.	70	4	5	4	3	15		92

Timothy McCaffrey Jr.

LONG BEACH, MISSISSIPPI
Services for Post-Disaster Roadway Clearing (The Push), Selection Committee

DATE: JULY 26, 2022X

SELECTION OF: Services for Post-Disaster Roadway Clearing (The Push)

	<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
1.	PRICE	70
2.	EXPERIENCE WITH FEMA PROGRAMS	5
3.	DEGREE OF EXPERIENCE IN DISASTER ROADWAY CLEARING	5
4.	MANPOWER	5
5.	EQUIPMENT	5
6.	ABILITY TO RESPOND QUICKLY	5
7.	CREDENTIALS/FINANCIAL STATUS	<u>5</u>
	TOTAL POINTS	100

<u>NAME</u>	<u>CRITERIA</u>							<u>TOTAL POINTS</u>
	1	2	3	4	5	6	7	
JLB Contractors LLC	56	5	5	5	5	5	5	86
TFR Enterprises, Inc.	60	5	5	5	5	0	5	85

Minutes of August 2, 2022 Mayor and Board of Aldermen

Donald Frazer

LONG BEACH, MISSISSIPPI
Services for Post-Disaster Roadway Clearing (The Push), Selection Committee

DATE: JULY 26, 2022

SELECTION OF: Services for Post-Disaster Roadway Clearing (The Push)

	<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
1.	PRICE	70
2.	EXPERIENCE WITH FEMA PROGRAMS	5
3.	DEGREE OF EXPERIENCE IN DISASTER ROADWAY CLEARING	5
4.	MANPOWER	5
5.	EQUIPMENT	5
6.	ABILITY TO RESPOND QUICKLY	5
7.	CREDENTIALS/FINANCIAL STATUS	5
	TOTAL POINTS	100

<u>NAME</u>	<u>CRITERIA</u>							<u>TOTAL POINTS</u>
	1	2	3	4	5	6	7	
JLB Contractors LLC	65	5	5	5	5	5	5	95
TFR Enterprises, Inc.	70	5	2	2	5	2	5	91

Based some weight on 10 plus hours to mobilize



Griff Skellie

LONG BEACH, MISSISSIPPI
Services for Post-Disaster Roadway Clearing (The Push), Selection Committee

DATE: JULY 26, 2022X

SELECTION OF: Services for Post-Disaster Roadway Clearing (The Push)

	<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
1.	PRICE	70
2.	EXPERIENCE WITH FEMA PROGRAMS	5
3.	DEGREE OF EXPERIENCE IN DISASTER ROADWAY CLEARING	5
4.	MANPOWER	5
5.	EQUIPMENT	5
6.	ABILITY TO RESPOND QUICKLY	5
7.	CREDENTIALS/FINANCIAL STATUS	5
	TOTAL POINTS	100

<u>NAME</u>	<u>CRITERIA</u>							<u>TOTAL POINTS</u>
	1	2	3	4	5	6	7	
JLB Contractors LLC	55	5	5	5	5	5	5	85
TFR Enterprises, Inc.	50	5	5	3	5	1	5	80



Minutes of August 2, 2022 Mayor and Board of Aldermen

Joe Culpepper

LONG BEACH, MISSISSIPPI
Services for Post-Disaster Roadway Clearing (The Push), Selection Committee

DATE: JULY 26, 2022X

SELECTION OF: Services for Post-Disaster Roadway Clearing (The Push)

	<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
1.	PRICE	70
2.	EXPERIENCE WITH FEMA PROGRAMS	5
3.	DEGREE OF EXPERIENCE IN DISASTER ROADWAY CLEARING	5
4.	MANPOWER	5
5.	EQUIPMENT	5
6.	ABILITY TO RESPOND QUICKLY	5
7.	CREDENTIALS/FINANCIAL STATUS	<u>5</u>
	TOTAL POINTS	100

<u>POINTS</u>	<u>NAME</u>	<u>CRITERIA</u>							<u>TOTAL</u>
		1	2	3	4	5	6	7	
	JLB Contractors LLC	65	5	5	5	5	5	5	95
	TFR Enterprises, Inc.	70	5	5	3	3	1	5	92

CERTIFICATION

This is to certify that I, Patrick Bennett, am a member of the "Selection Committee for the Post-Disaster Roadway Clearing (The Push)" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. An organization which employ, or is about to employ, any of the above

has a financial or other interest in the firm selected for award.

I have no conflict of interest in the selection of the contractors listed below:

JLB Contractors LLC
21294 Johnson Road
Long Beach, MS 39560

TFR Enterprises, Inc.
601 Leander Drive
Leander, TX 78641


Patrick Bennett

7/26/2022
Date

Minutes of August 2, 2022 Mayor and Board of Aldermen

CERTIFICATION

This is to certify that I, Timothy McCaffrey Jr., am a member of the "Selection Committee for the Post-Disaster Roadway Clearing (The Push)" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. An organization which employ, or is about to employ, any of the above

has a financial or other interest in the firm selected for award.

I have no conflict of interest in the selection of the contractors listed below:

JLB Contractors LLC
21294 Johnson Road
Long Beach, MS 39560

TFR Enterprises, Inc.
601 Leander Drive
Leander, TX 78641



Timothy McCaffrey Jr.

7/26/22

Date

CERTIFICATION

This is to certify that I, Donald Frazer, am a member of the "Selection Committee for the Post-Disaster Roadway Clearing (The Push)" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. An organization which employ, or is about to employ, any of the above

has a financial or other interest in the firm selected for award.

I have no conflict of interest in the selection of the contractors listed below:

JLB Contractors LLC
21294 Johnson Road
Long Beach, MS 39560

TFR Enterprises, Inc.
601 Leander Drive
Leander, TX 78641



Donald Frazer

7/26/2022

Date

Minutes of August 2, 2022 Mayor and Board of Aldermen

CERTIFICATION

This is to certify that I, Griff Skellie, am a member of the "Selection Committee for the Post-Disaster Roadway Clearing (The Push)" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when


- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. An organization which employ, or is about to employ, any of the above

has a financial or other interest in the firm selected for award.

I have no conflict of interest in the selection of the contractors listed below:

JLB Contractors LLC
21294 Johnson Road
Long Beach, MS 39560

TFR Enterprises, Inc.
601 Leander Drive
Leander, TX 78641



 Griff Skellie
 7/26/22

 Date

CERTIFICATION

This is to certify that I, Joe Culpepper, am a member of the "Selection Committee for the Post-Disaster Roadway Clearing (The Push)" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when


- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. An organization which employ, or is about to employ, any of the above

has a financial or other interest in the firm selected for award.

I have no conflict of interest in the selection of the contractors listed below:

JLB Contractors LLC
21294 Johnson Road
Long Beach, MS 39560

TFR Enterprises, Inc.
601 Leander Drive
Leander, TX 78641



 Joe Culpepper
 7-26-22

 Date

**Minutes of August 2, 2022
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the following contract with TFR Enterprises, Inc. for Disaster Debris Removal Services, and authorize the Mayor to execute same:

Agreement for Disaster Debris Removal Services

THIS CONTRACT is made and entered this the 2 day of August 2022, by and between the City of Long Beach political subdivision of the State of Mississippi, (hereinafter referred to as "CITY") and **TFR Enterprises, Inc.**, a corporation duly authorized to do business in the State of Mississippi, (Hereinafter referred to as ("CONTRACTOR").

For and in consideration of mutual promises to each as hereinafter set forth, the parties hereto do mutually 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 the City of Long Beach's Request for Proposals regarding debris removal. **Work will commence only upon a City-issued Notice to Proceed.** "Exhibit A" (TFR Enterprises, Inc.'s response to City'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 180 days of the date of the Notice to Proceed.
2. **TERM OF CONTRACT.** The term of the Contract for Services shall be for a period of (2) years, with an option to renew for a period of one (1) additional year.
3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall submit invoices to the CITY weekly and shall receive from the CITY the amounts set forth in "Exhibit A" as the applicable unit prices multiplied by those quantities agreed to by the CITY's appointed Debris Monitor.

CITY agrees to pay CONTRACTOR at the rates specified in "Exhibit A" for Services performed to the satisfaction of the CITY, in accordance with this Contract. Unless otherwise specified, the CONTRACTOR shall submit an itemized invoice to the CITY 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 CITY.

4. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of CITY 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. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the CITY 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,

Minutes of August 2, 2022 Mayor and Board of Aldermen

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 City both a payment bond and a performance bond for the work being performed.

In addition, CONTRACTOR shall comply with applicable federal, state, and local 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 for each employee for injury or disease. CONTRACTOR shall name the CITY 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
Liability
\$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 in 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 CITY 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 maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of Mississippi. 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 Mississippi. The CONTRACTOR shall at all times comply with the terms of such insurance policies, except as they may conflict with existing Mississippi 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. The 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

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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, the 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 CITY, and CONTRACTOR may be declared ineligible for further CITY 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 subcontractors shall be treated fairly and legally with regard to their age, sex, race, creed, national origin, or disability. In the event the 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 CITY, and CONTRACTOR may be declared ineligible for further CITY contracts. CONTRACTOR is allowed to subcontract a portion of the work performed under this contract. However, the CONTRACTOR must first obtain the CITY'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 Mississippi. All actions relating in any way to this Contract shall be brought in District Court in Harrison County, Mississippi.
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. 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.
11. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of CITY. CONTRACTOR has no authority to enter into contracts on behalf of CITY.
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:

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City of Long Beach
City Clerk
201 Jeff Davis Avenue
Long Beach, MS 39560

TFR Enterprises, Inc
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 CITY 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, CITY 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, the CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.
16. **CITY IS NOT RESPONSIBLE FOR EXPENSES.** CITY shall not be liable to the CONTRACTOR for any expenses paid or incurred by the 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. The CONTRACTOR must utilize mechanical equipment to load the debris and the CONTRACTOR must reasonably compact debris into trucks and trailers in accordance with FEMA requirements and guidelines.
18. **ENTIRE CONTRACT.** This Contract, including "Exhibit A", and the Request for Proposal, shall constitute the entire understanding between CITY 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 duly qualified to do business in the State of Mississippi and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

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- 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 CITY 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 CITY 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 and 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 officers or agent.

CONTRACTOR

CITY OF LONG BEACH, MS.

BY: _____

By: George L. Bass

NAME: _____

NAME: George L. Bass

TITLE: _____

TITLE: Mayor

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Mayor and Board of Aldermen**

CITY OF LONG BEACH, MISSISSIPPI

APPENDIX B

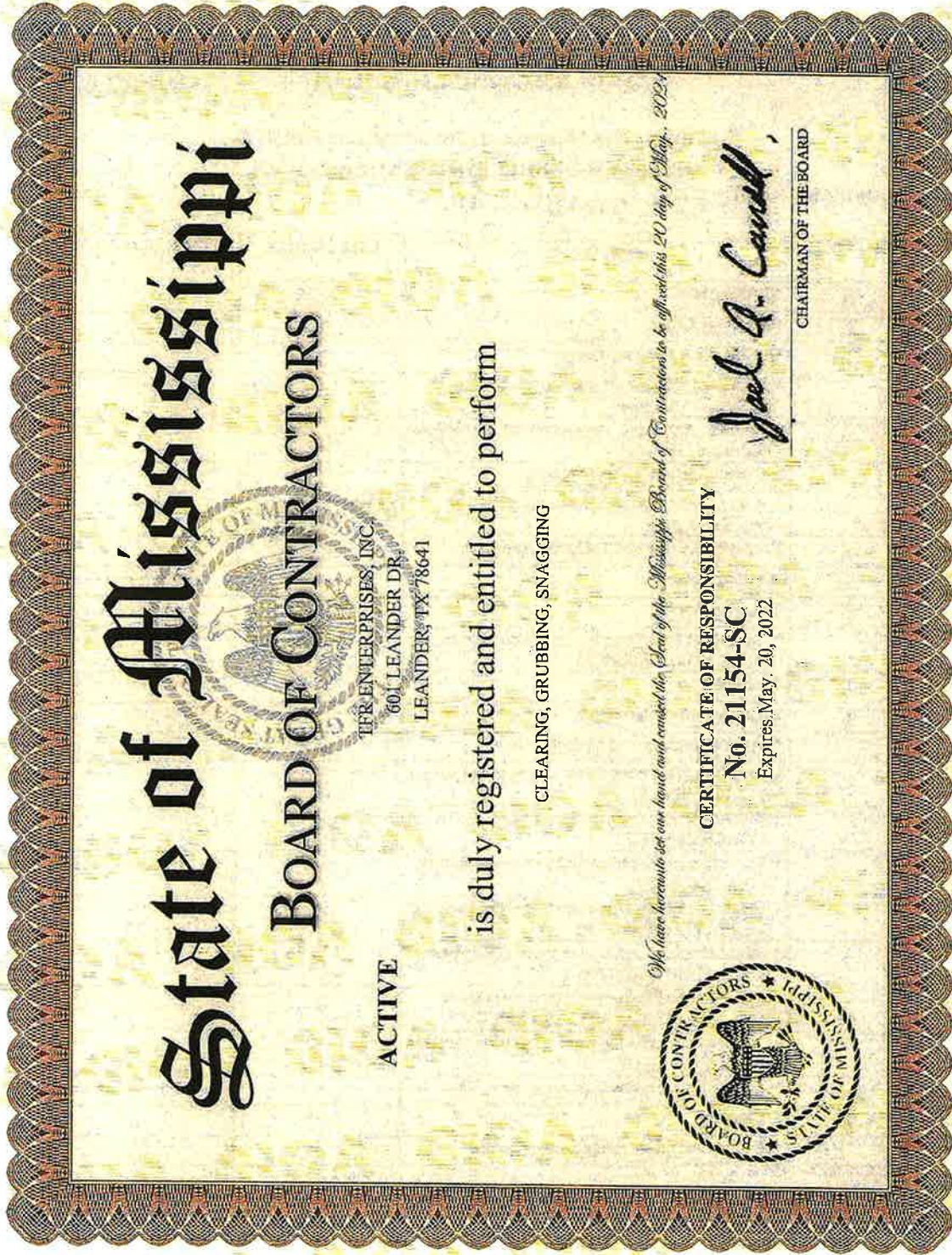
**REQUEST FOR PROPOSALS CHECKLIST AND FORMS for
DISASTER DEBRIS REMOVAL SERVICES**

COMPANY NAME: *TFR Enterprises, Inc.*

SECTION	CHECKLIST	CHECKBOX	CITY USE (ONLY)
1	RFP Checklist	✓	
2	RFP Cover Letter	✓	
3	Qualifications and Experience:		
	+ Proper and valid licensing to conduct business in the State of Mississippi	✓	
	+ Current Applicable Department of Professional Regulation License(s)	✓	
	+ Current Applicable Certification(s)		
	+ A list of Sub-Contractors with credentials and related experience	<i>N/A at this time.</i>	
4	Proposed Strategy and Technical Approach	✓	
5	Auditing History	✓	
6	Proposed Pricing	✓	
	+ Contractors Price Proposal Form (Complete and Submit ATTACHMENT A)	✓	
7	References	✓	
8	Administrative Information		
	+ Proof of Insurance and its limits	✓	
	+ Drug Free Work Place Form (Complete and Submit ATTACHMENT B)	✓	
	+ RFP Affidavit (Complete and submit ATTACHMENT C)	✓	
	+ RFP Affidavit of Solvency (Complete and Submit ATTACHMENT D)	✓	
	+ Conflict of Interest Disclosure Form (Complete and Submit ATTACHMENT E)	✓	
	+ Anti-Lobbying Certification Form (Complete and Submit ATTACHMENT F)	✓	
	+ Suspension and Debarment Certification Form (Complete and Submit ATTACHMENT G)	✓	
	+ Required Checklist/Signature Page (Complete and Submit Attachment H)	✓	
	+ Acknowledged Addenda (If Applicable)	✓	
9	+ Capacity	✓	
	+ Number and title of staff providing service	✓	

REQUEST FOR PROPOSAL - City of Long Beach
DEBRIS REMOVAL SERVICES
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RFP- City of Long Beach
Debris Removal Services

Tab 2. Letter of Introduction

February 8, 2022

Attn: City Clerk
201 Jeff Davis Avenue
Long Beach, MS 39560

RE: Disaster Debris Removal Services

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 considering TFR Enterprises. We comprehend and are undaunted by the challenges you may face, as we have been through the process and recovery with over 350 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 32 years of disaster recovery experience, **TFR has collected and processed over 35,000,000 cubic yards of debris.** TFR is prepared, equipped, and ready to provide you with a turnkey, expedited, cost-effective emergency response solution.

No job or disaster is too large for TFR to handle. Our experience speaks of itself. **In 2020, TFR managed 13,900,000 cubic yards of debris serving 52 cities, counties, parishes, and state agencies in Iowa, Louisiana, Mississippi, Alabama, Texas, and Oklahoma.** In response to the crippling 2017 hurricane season, TFR managed 26 simultaneous contract activations that spanned across Texas, Florida, California, and Puerto Rico. With a subcontractor database of more than 1,000 and a fleet of owned equipment, TFR Enterprises is prepared to tackle your greatest challenges.

Debris clearing, removal, and processing are only the initial phase of your recovery efforts. Many ancillary tasks must be undertaken for you and your citizens to get back to life as it was before 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.

TFR owns over 200 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 company-owned and controlled assets resource allows TFR to provide an expedient response.

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.

Many firms within our industry can provide financial stability, past performance, and crews of subcontractors. TFR takes pride in having one of the industry's largest fleets of self-owned and maintained equipment. This fleet allows us to mobilize more expeditiously as well as perform multiple projects at a time.



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TFR declares that this proposal is in all respects fair and in good faith without collusion or fraud and that the signor of the proposal has the authority to bind TFR Enterprises, Inc for contractual needs.

Once again, thank you for the opportunity to submit pricing for Disaster Debris Removal Services to the City of Long Beach and its representatives.

Primary Contact for RFP:

Tiffany Jean
Contract Manager
Office: (512) 260-3322
Mobile: (512) 565-0710
tiffany@tfrinc.com

Secondary Point of Contact:

Victoria Balak
Contract Administrator
Office: (512) 260-3322
Mobile: (512) 410-9166
victoria@tfrinc.com

Signature Authority:

Tipton F. Rowland
CEO/President
Mobile: (281) 731-4398
Fax: (512) 528-1942

FEIN#: 72-1149862

Sincerely,



Tipton F. Rowland,
CEO/President
601 Leander Drive
Leander, Texas 78641
Office: 512-260-3322

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Tab 3. Company Qualifications and Experience

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.

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, desires and highlights 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 scrutinize 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 155 years of combined experience responding to hurricanes, floods, and other various disasters. Pre-planning allows TFR to respond to any project rapidly and efficiently in any location should the need arise.

TFR Spotlight

TFR has collected more than 35,000,000cy of disaster debris and handled more than 65,000,000cy of disaster debris.

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 two hundred (200+) 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 debris management 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 crew ensures 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 principle 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



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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.

Price is a large determinant of any decision an informed consumer discerns. TFR fully understands that providing the highest value-added service is sometimes not enough to, alone; secure a contract, as different clients desire different qualities in a personalized project. TFR can fulfill these needs by utilizing Company-owned equipment and manpower. These resources allow TFR to control costs subsequently discounting price without conceding overall quality and safety, which is a corporate must. Our mission is to provide our customers with the highest level of service at a fair and market competitive price.

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 professional service in the industry with federal, state, and local governments, providing expedient, cost-effective disaster debris management, removal, reduction, and cleanup services to over 350 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 200 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 six (6) Diamond Z 1463 Tub Grinders and two (2) horizontal 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 one thousand (1000) subcontractors nationwide, who are versed in TFR project procedures and multiply the resources available to the project.



TFR has completed more than 100 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 multi-million-dollar task orders from our clients spanning across a large geographical area. By applying our resources and an efficient operational plan, we completed each designated task on time in compliance with FEMA guidelines.

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 equipment and personnel. We can bring our camps to house our project personnel until community establishments are staffed and operational again. Our service is a disaster relief and recovery, which includes the economic impact our stay will have on the local economy. Our goal is to partner with the City of Long Beach and its community to provide a full-service disaster relief and recovery effort.

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Experience and Qualifications of Key Personnel

To provide the most responsive proposal, TFR has assembled a diverse team with experience in a multitude of debris missions including, but not limited to, hurricanes, floods, tornadoes, wildfires, ice storms, oil spills, landslides, and other natural and man-made disasters. These individuals have a complete understanding of the roles, responsibilities, lines of communication and challenges involved with rapid deployment in disaster scenarios.

Tipton F. Rowland, Chief Executive Officer/President

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, debris site 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 250+ 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.

Julie A. Rowland, Chief Financial Officer/Secretary

Julie Rowland graduated from the University of Memphis in 1992 with a BA in Communications. Since joining the company in 1989, she has served as the administrative and financial accounting manager for all projects. She is responsible for the oversight of all financial records and systems for the company, overseeing a staff of 10 clerks. She is the principal advisor to the President on all matters relating to cooperative agreements and procurement, as well as financial management, controls, and accounting functions. She has overall responsibility for the final reconciliation of accounts for issues involving subcontractors and clients. In addition, Julie Rowland is responsible for providing outside agencies such as banks, bonding, and insurance companies and auditors with necessary financial information and assists the independent auditor with financial statements and income tax preparation.

Kevin Rolison, Project Manager

Mr. Rolison joined TFR in 2002 and immediately began taking a very hands-on approach in debris removal operations. He started as a grapple truck operator with TFR Enterprises, Inc., in 2002 and is now a seasoned Operations Manager. He has deployed to more than 80 emergency debris removal projects for federal, state, and local government entities. Before joining TFR Kevin had 10 years of heavy equipment and commercial truck driving experience. In 2004, Mr. Rolison served as project manager on various projects resulting from Hurricanes, Charley, Frances, Jeanne, and Ivan in the state of Florida. In 2005 after Hurricane Katrina, Kevin deployed to Louisiana and worked as a Project Manager for Belle Chase Military base. In 2006 deployed immediately to Texas after Hurricane Rita he continued as a Project Manager working simultaneously in 6 counties. His strong verbal and written communication skills, leadership skills, experience, and diplomacy quickly promoted him to project Operations Manager. Mr. Rolison's tenure enables him to easily estimate cubic yardage at a historically accurate level, create an operational plan and efficiently execute it for a successful response to complex and diverse debris removal projects caused by hurricanes, tornados, floods, mudslides, ice storms, fires, and man-made disasters.

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Sharon Lyell, Operations Manager

Sharon Lyell has 30 years of experience in successful project management and quality control. As TFR's Operations Manager, Mrs. Lyell is fully committed to the successful operations of all projects by ensuring safe and efficient productivity for every client. She has established detailed quality control procedures and measures for all aspects of performance which encompasses both office and field operations to ensure that key metrics are met or exceeded. She has successfully overseen field operations and administration of more than one hundred thirty projects during TFR's contract performance over the past 15 years, ensuring subcontractor conformity and project reimbursement documentation compliance for FEMA funding. She builds and maintains excellent working relationships with hundreds of qualified debris hauling and hazardous tree removal subcontractors nationwide. Sharon ensures that subcontractors are trained annually on TFR's procedures and FEMA eligibility, guidelines, and policies. Sharon has the authority to stop work for quality issues &/or non-compliance. Sharon has extensive training and experience in quality control, quality assurance, zero defects, and process improvements. This experience has proven invaluable in assuring full compliance with Public Assistance Program and Policies throughout Emergency Debris Removal Contract performance. Sharon continually reviews FEMA policies and stays abreast of changes to policies to ensure complete satisfaction and 100% of eligible funding for applicants.

Rigo Mejia, Project Manager

Mr. Mejia joined TFR Enterprises, Inc in 2008 after Hurricane Ike made landfall in Texas. Rigo has 13 years of on-site experience in emergency debris operations responding to hurricanes, ice storms, floods, fires, tornados, and mudslides. With experience working in all phases of debris management such as hauling, grinding, equipment operations, tree trimming and removal, waterway debris removal, site set-up (permitting) and restoration, equipment repairs, managing personnel and subcontractors, and more. Well-versed in field and site operations, he has become a veteran operations planner. Rigo worked with USACE on LA Division Basin and Channel Debris Removal after the mudslides in 2017. Rigo attends pre-event readiness meetings with clients annually and assists with the creation of debris management plans as needed. When TFR is not on an active project, Rigo spends his time at Austin headquarters taking inventory and assessing equipment needs. He schedules maintenance and repairs, orders necessary inventory of critical stock parts so that equipment can be immediately repaired to avoid downtime during a debris recovery project. He keeps in open communication with subcontractors to retain critical relationships even while no contracts are active. He has responded to more than 28 federally declared disasters and has a vast knowledge of debris removal operations, equipment, and FEMA guidelines.

Steven Vinyard, Project Manager

Steven Vinyard joined TFR Enterprises, Inc. in June of 2015 as a field supervisor and his enthusiasm for quality and efficiency quickly led him into the role of Project Manager for emergency debris management. Mr. Vinyard has 20 years of hands-on experience with all types of heavy equipment, specialized machinery, and commercial trucks. His experience in operating and repair and maintenance of all types of equipment is invaluable in managing daily operations of emergency debris removal projects. Steven's positive attitude, willingness to help others, and clear communication skills naturally lead others to reach maximum potential in safety, production, and quality. Mr. Vinyard has participated in the successful management of more than 30 contract task orders responding to a variety of natural disasters such as hurricanes, floods, tornados, and straight-line winds. Mr. Vinyard's experience has allowed him to become proficient in FEMA guidelines on eligibility for the right of way debris removal, hazardous leaners and hangers, stumps, right of entry requirements for private property debris removal and waterway debris removal, exceptions for gated community access as well as locating, permitting, setting up and site remediation for temporary debris management sites.

Mel Utterback, Project Manager

Melvin Utterback became an integral part of the TFR Team in 2004 when he came on board to assist in the clean-up efforts following Hurricane Ivan. TFR was called upon for immediate support in debris removal and hazardous

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tree trimming at the Naval Air Station (NAS) Pensacola. Mel proved to be a capable self-loading grapple truck operator, as well as an excellent equipment operator with effective leadership skills. With the specialized skills and teamwork attitude that Mel possesses, he earned a swift promotion to Project Manager for TFR. After Katrina hit the Mississippi-Louisiana coast in 2005, Mel was called to the lead at Gulfport Navy Base and Belle Chase Naval Air station in New Orleans. Conditions at the bases were extremely primitive, Mel and his team slept on the ground for 6 weeks while building a man cap out of a golf course for the military and Seabees. Because of his accurate documentation, strict adherence to Job Safety Analysis and Zero Defects, Mel is TFR's go-to Senior Project Manager for Federal Contracts and Military installations. Mr. Utterback has the ability to successfully lead debris management crews in all operations; debris hauling, ROW emergency push, hazardous tree work, large and multiple debris site management, and grinding operations to load and haul out and final disposal. Mel has successfully managed emergency debris projects for TFR for over 16 years and has had zero recordable injuries throughout his tenure with the company. Mr. Utterback's effective communication skills and experience with critical logistics planning continues to earn him excellent project evaluations from Emergency Debris Management contracts managed under his direction.

Roger Barfield, Fleet/Safety Manager

Barfield joined TFR Enterprises, Inc., in 2016 following a successful employment for a Heavy Highway Construction Firm out of Texas. As a safety manager in civil construction, Roger gained valuable knowledge in all aspects of Occupational Health and Safety and Project Supervision. Roger was specifically tasked with implementing road detours, road closures, bridge closures, high traffic maintenance, and direction/diversion of traffic. This experience makes him the TFR expert on ROW safety. Mr. Barfield recruits, trains, and manages all maintenance of traffic crews for TFR Department of Transportation jobs nationwide as well as flaggers on city and county projects. Roger spent several months in deteriorated conditions in Puerto Rico in response to Hurricane Maria devastating the island. He was the safety manager for debris operations for the entire eastern quadrant of the island. His supervision led to a successful zero injury and zero-incident record for that project. Roger has also served as administrator and project supervisor on 4 military bases. His position on other storm recovery contracts includes quality assurance, safety, traffic maintenance, and project superintendent.

Mike Mejia, Service Manager

Mike Mejia joined TFR Enterprises, Inc in 2008 after Hurricane Ike made landfall in Texas. Mr. Mejia has 12 years of experience performing equipment repairs and maintenance. The specialized fleet owned by TFR Enterprises requires Mike to have an in-depth knowledge of every type of equipment from Self-Loading Knuckleboom trucks to Diamond Z 1463 Tub Grinders. Mike can design and fabricate any part for any machine in our fleet during emergency debris operations, ensuring minimal to no downtime. Mike leads the maintenance crews both on-site during disaster response and in-house at the TFR Headquarters where the fleet is maintained and repaired when not responding to disasters. Mike also orders all inventory of critical replacement parts for key components as well as shop supplies and specialty tools. He also sets the priorities and schedules of equipment repairs and maintenance for all in-house mechanics. Mike oversees safety and housekeeping in the TFR shop and has successfully managed zero injuries or incidents in the last 5 years.

Tiffany Jean, Contract Manager

Tiffany Jean joined TFR Enterprises, Inc after graduating from Texas A&M University in 2007. She has more than 13 years of Contract Quality Control experience where her attention to detail and responsiveness is extraordinary and her value within the organization is unparalleled. Mrs. Jean handles all contract documentation, all city, county, and state registrations throughout the United States. Tiffany ensures field documentation on debris removal projects follows contract requirements and the Quality Control Plan for FEMA reimbursement. She stays abreast of FEMA changes in policy while maintaining excellent ongoing relationships with all TFR's clients. This experience has proven invaluable in complying with federal regulations required by Emergency Debris Removal contract performance and documentation to receive FEMA reimbursements.

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Victoria Balak, Contract Administrator

Since joining TFR in 2021 Mrs. Balak has been responsible for all aspects of office personnel and communications. She is responsible for the oversight of bid and contract documentation and management and serves as the key administrative contact in the home office for project supervisors in need of additional resources in the field, such as equipment-rental, fuel companies, sub-contractors, local temporary labor agencies, etc. Mrs. Balak also represents TFR Enterprises at national trade shows and conferences, exhibiting the company's services and capabilities.

Sally Wallace, Human Resources/Accounts Payable

Sally Wallace joined TFR Enterprises, Inc. in February of 2018. She has over 20 years of experience in Accounting, HR, Payroll serving as both a Full Charge Bookkeeper and Office Manager. She has experience in certified payroll for multiple jobs and has effectively handled an increase in employee count from 18 employees to 160 employees in less than two weeks when disasters strike. Sally also participates in continuing education classes to remain in compliance with DOT regulations for onboarding of CDL drivers and assists our fleet department and project management to ensure employee training and documentation of training is current.

Litigation Summary

TFR Enterprises, Inc. v. Florida Department of Transportation, Target Engineering Group, LLC formerly known as Target Engineering Group, Inc.

After repeated efforts to obtain payment for Monitoring-firm issued and signed tickets for a debris removal job contracted by the Florida Department of Transportation, TFR was forced to file suit in order to protect the interests of its local subcontractors, the Company, and other vendors. Despite repeated requests by TFR to amicably resolve this matter, FDOT provided no reasonable grounds for refusing payment (all payments were for work authorized and completed as evidenced by signed debris tickets or other comparable support). TFR spent almost two years negotiating with FDOT to resolve the nonpayment without the need for formal legal proceedings. TFR only undertook formal legal action after exhausting all other avenues failed and when FDOT refused to resolve this matter in good faith. (This suit is currently in the discussions phase.)

Local and Disadvantaged Business Subcontracting

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 to which they are available and properly licensed. TFR shall exhaust any 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.

During the past three (3) decades, TFR has actively promoted the participation of Small Business Enterprises (SBE), Disadvantaged Business Enterprises (DBE), Women-Owned Business Enterprises (WBE), Minority-Owned Business Enterprises (MBE), and Veteran-Owned Business Enterprises (VBE), 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 SBE's and DBE's plans and goals by the project.

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Disaster Experience

The following pages document TFR's extensive experience within the debris removal industry over the past twelve (12) years, including the season, storm, contract terms and contract amounts. Simply put, this is ALL we do. We are dedicated to our trade as a disaster relief and recovery contractor. As we have stated before, TFR takes extreme pride in conducting ourselves with professionalism, completing projects on time and within project requirements, and fulfilling the desires and wants of our clients. In the end, we always remember our reputation is all we have to sell.

Client	State	Event	Final Project Cost	Volume	Performance Period	POC	Phone Number	Email	Services Provided
Hidalgo County	TX	Ice Storm	TBD	TBD	10/21	Hector Garcia	956-318-2626	hector.garcia@co.hidalgo.tx.us	ROW Debris Removal
City of Bogalusa	LA	Hurricane Ida	\$ 82,656.00	13,225 CY	09/21 to 10/21	Robert Wallace	985-732-6213	robert.wallace@bogalusa.org	ROW Debris Removal, Reduction, and Disposal
Village of Polson	LA	Hurricane Ida	\$ 50,669.00	5,835 CY	09/21 to 10/21	Margie Steele	985-796-5607	magrasteel@villageofpolson.com	ROW Debris Removal, Reduction, and Disposal
Town of Madisonville	LA	Hurricane Ida	\$ 310,344.00	27,733 CY 180 Hazardous Tree	09/21 to 10/21	Kyle Matthews	985-264-9862	matgrasteel@villageofpolson.com	ROW Debris Removal, Disposal, & Hazardous Trees
Iowa DOT	IA	Derecho	\$ 79,343.00	12,340 CY	07/21 to 07/21	Jody McNaughton	515-239-1298	jody.mcnaughton@iowadot.us	Vegetative Debris Reduction and Haul Out
Sho & Fox Tribe of the Mississippi	IA	Derecho	\$ 48,750.00	13,000 CY	07/21 to 07/21	Mark V. Bear	641-484-4678	Mark.vbear@ineskwag-nst.gov	Vegetative Debris Reduction by Grinding
TXDOT-Kingland	TX	Storms & Flooding	\$ 289,000.00	112 CY	06/21 to 06/21	Joe Minick	512-715-5702	joeminick@txdot.gov	Waterway Debris Removal of Collapsed Bridge
Bowd County	KY	Ice Storm	\$ 103,680.00	192 Hours	06/21 to 06/21	Jason Queen	606-393-1801	jqueen@boycountynky.gov	Reduction of Vegetative Debris
KYTC-Kentucky Transportation Cabinet	KY	Ice Storm	\$ 4,297,152.00	36,050 Tons	05/21 to 10/21	Laura Hagan	502-782-3980	Laura.hagan@ky.gov	Debris Removal, Reduction, and Site Restoration
City of Fannie	LA	Hurricane Laura	\$ 102,260.00	11,490 CY	04/21 to 05/21	Paul Carrier	337-305-1635	pcarrier@yahoo.com	ROW Debris Removal
City of Bastrop	LA	Hurricane Laura	\$ 946,770.00	99,660 CY	03/21 to 06/21	Dianne Lenoir	318-283-3301	dlenoir@cityofbastrop.com	ROW Debris Hauling, Reduction, and Disposal
TXDOT-Travis County	TX	Ice Storm	\$ 186,182.00	8,950 CY	03/21 to 09/21	Jacob Wells	512-304-4122	Jacob.wells@txdot.gov	ROW Debris Removal and Disposal
City of Corpus Christi	TX	Ice Storm	\$ 671,580.00	74,620 CY	03/21 to 04/21	Gabriel Maldonado	361-426-1986	gabrielm3@ccctexas.com	ROW Debris Removal and Disposal
Hancock County	MS	Hurricane Zeta	\$ 590,696.00	64,520 CY	12/20 to 01/21	Ben Benvenuti	228-368-4786	ben@benelli.us	ROW Debris Removal and Disposal
City of Choctaw	OK	Ice Storm	\$ 375,000.00	81,694 CY	02/21 to 04/21	Loren Bumgarner	405-390-8300	lbumgarner@choctawcity.org	ROW Debris Removal and Disposal
Oklahoma City	OK	Ice Storm	\$ 1,450,493.00	3,680 Tons	01/21 to 05/21	Greg Little	405-297-2105	greg.little@okc.gov	Debris Removal from City Drainage Channels
Oklahoma City	OK	Ice Storm	\$ 351,505.00	1,770 Tons	02/21 to 06/21	Jacob Webb	405-919-4169	Jacob.webb@okc.gov	Removal of Debris from City Parks
City of Enid	OK	Ice Storm	\$ 680,635.00	5,770 Tons	12/20 to 01/21	Everett Glenn	580-747-2677	eglen@enid.org	ROW Debris Removal and Disposal
City of Blanchard	OK	Ice Storm	\$ 730,085.00	137,752 CY	01/21 to 03/21	Robert Floyd	405-485-9392	citymanager@cityofblanchard.us	ROW Debris Removal and Disposal
City of Norman	OK	Ice Storm	\$ 4,054,876.00	572,400 CY 9,995 Hazardous Trees	10/20 to 02/21	Tony Mensah	405-329-2524	tony.mensah@normanok.gov	ROW Hauling, Hazardous Tree Removal, Grinding and Final Disposal



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City of Citronelle	AL	Hurricane Zeta	\$ 942,531.00	75,400 CY 2.618 Hazardous Trees	01/21 to 02/21	Tanya Williams	251-866-7977	mayor@cityofcitronelle.com	ROW Hauling, Hazardous Tree Removal, Grinding and Final Disposal
ALDOT-Dallas County	AL	Hurricane Zeta	\$ 1,612,114.00	35,000 CY 6,990 Hazardous Trees 156,592 CY Hauled	12/20 to 04/21	David Bohannon	334-269-2311		ROW Hauling, Hazardous Tree Removal, Grinding and Final Disposal
City of Robertsdale	AL	Hurricane Sally	\$ 2,508,447.00	263,819 CY Reduced	09/20 to 03/21	Gregory Smith	251-947-8955	gregsmith@robbersdale.org	ROW Hauling, Grinding, and Final Disposal
City of Beaumont	TX	Hurricane Beta	\$ 241,625.00	Hauling Daily Rate	10/20 to 11/20	Patrick Bardwell	409-880-3720	Patrick.Bardwell@BeaumontTX.gov	ROW Hauling, Grinding, and Final Disposal
Rapides Parish	LA	Hurricane Laura	\$ 7,364,356.00	692,024 CY	09/20 to 05/21	Cory Ashmore	318-729-5663	cashmore1@pppi.com	ROW Hauling, Grinding, and Final Disposal
City of Ruston	LA	Hurricane Laura	\$ 108,322.00	15,078 CY	09/20 to 10/20	John Freeman	318-245-2398	JFreeman@ruston.org	ROW Hauling, Grinding, and Final Disposal
Louisiana DOT	LA	Hurricane Laura	\$ 50,777,879.00	3,095,700 CY	09/20 to 05/21	Seih Mailherne	225-719-3424	Seih.Mailherne@la.gov	ROW Hauling, Hazardous Tree Removal, Grinding, and Final Disposal
City of Beaumont	TX	Hurricane Laura	\$ 149,201.00	Hourly Rental	08/20 to 09/20	Patrick Bardwell	409-880-3720	Patrick.Bardwell@BeaumontTX.gov	Rental Equipment
Iowa Dept of Homeland Security	IA	Derecho Contract #21074 & #21214	\$ 7,722,536.00	1,600,000 CY	09/20 to 02/21	Jordan Moser	515-323-4246	jordan.moser@iowa.gov	Reduction on Vegetative Debris
City of Cedar Rapids	IA	Derecho	\$ 10,571,166.00	3,571,339 CY	09/20 to 08/21	Taylor Burgin	319-491-4163	tburgin@cedar-rapids.org	Reduction of Vegetative Debris
City of Corpus Christi	TX	Hurricane Isaias	\$ 575,820.00	64,000 CY	08/20 to 09/20	Gabriel Maldonado	361-244-6264	gabrielm1@ccraas.com	ROW Hauling
City of Norman	OK	Severe Storms	\$ 150,910.00	891 Crew Hours	07/20 to 08/20	Tony Mensah	405-239-2324	tony.mensah@normanok.gov	ROW Hauling
TXDOT-Montague County	TX	ROW Maintenance	\$ 335,907.00	28 Miles ROW Maintenance 362 Tree Removals	01/20 to 07/20	Mike Hallum	940-665-5071	Mike.Hallum@txdot.gov	ROW Removal of Brush and Hazardous Trees, Under Bridge Debris
NCDDOT, Carteret, Graven, Jones & Pamlico Counties	NC	Hurricane Dorian	\$ 206,000.00	100,000 CY	11/19 to 01/20	Jeremy Stroud	252-775-6103	jstroud@ncdot.gov	ROW Hauling and Reduction of Debris
City of Ingleside	TX	Hurricane Harvey	\$ 26,568.00	1,000 Hazardous Trees	11/19 to 11/19	Kimberly Sampson	361-776-2517	K.Simpson@inglesideTX.gov	PPOR Debris & Hazardous Tree Removal
City of Beaufort	NC	Hurricane Dorian	\$ 116,383.00	100,000 CY 1,000 Hazardous Trees	10/19 to 10/19	Christ Wood	252-728-2141	cwood@beaufortnc.org	ROW Hauling, Hazardous Tree Removal, Grinding, and Final Disposal
NCDDOT-Duplin County	NC	Hurricane Dorian	\$ 17,825.00	35 Crew Hours	09/19 to 09/19	Kevin Bradshaw	910-682-5100	ekbradshaw@ncdot.gov	Emergency Cut & Shove Road Clearance
NCDDOT-Onslow County	NC	Hurricane Dorian	\$ 32,337.00	63.5 Crew Hours	09/19 to 09/19	David Sawyer	910-467-0550	dsawyer@ncdot.gov	Emergency Cut & Shove Road Clearance
NCDDOT-Pender County	NC	Hurricane Dorian	\$ 43,795.00	86 Crew Hours	09/19 to 09/19	Patrick Riddle	910-467-0505	priddle@ncdot.gov	Emergency Cut & Shove Road Clearance
NCDDOT-Simpson County	NC	Hurricane Dorian	\$ 18,587.00	36.5 Crew Hours	09/19 to 09/19	Kevin Bradshaw	910-682-5100	ekbradshaw@ncdot.gov	Emergency Cut & Shove Road Clearance
City of Beaumont	TX	Tropical Storm Inelda	\$ 143,000.00	Roll off Trucks at Daily Rate, 166 Total	09/19 to 10/19	Patrick Bardwell	409-880-3720	Patrick.Bardwell@BeaumontTX.gov	ROW Hauling
Doonalsonville	GA	Hurricane Michael	\$ 136,230.00	47,800 CY	08/19 to 09/19	Steven Powell	850-209-4165	stephen.powell@gmccnetwork.com	Vegetative Debris Reduction by Gridding
Raleigh	NC	Hurricane Florence	\$ 125,056.00	42,000 CY	02/19 to 03/19	Timothy Gainer	919-625-3175	Timothy.Gainer@raleighnc.gov	Vegetative Debris Reduction by Gridding



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Columbus County	NC	Hurricane Florence	\$ 318,000.00	40,000 CY	02/19 to 03/19	Harold Nobles	910-642-5257	hobbies@columbusco.org	Vegetative Reduction by Grinding and Disposal
Tyndall Airforce Base	FL	Hurricane Michael	\$ 2,314,186.00	151,000 CY	01/19 to 04/19	Johnny Walker	850-283-1378	johnny.walker4@us.af.mil	Debris Removal and Final Disposal
TXDOT-Lee County	TX	Texas Severe Storms & Flooding	\$ 61,392.00	1,600 CY	12/18 to 01/19	Lori Wagner	512-832-7057	Lori.Wagner@txdot.gov	ROW Debris Removal and Under Bridge Debris Removal
Llano County	TX	Texas Severe Storms & Flooding	\$ 1,015,669.00	18,500 CY	11/18 to 01/19	Billy Carney	325-423-2762	billy.carney@co.llano.tx.us	ROW Debris Removal and Final Disposal
TXDOT-Llano County	TX	Texas Severe Storms & Flooding	\$ 49,952.00	1,100 CY	10/18 to 10/18	Billy Carney	325-423-2762	billy.carney@co.llano.tx.us	ROW Debris Removal
TXDOT-Kingsland (KBR) Tyndall Airforce Base	TX	Texas Severe Storms	\$ 7,532,510.00	13,838 Operator & Equipment Hours	10/18 to 07/19	Lori Wagner	512-832-7057	Lori.Wagner@txdot.gov	Waterway Debris Removal of Collapsed Bridge
New Hanover County	NC	Hurricane Michael	\$ 11,355,723.00	71,500 Operator & Equipment Hours	10/18 to 01/19	Bee Trajkovski	713-753-5872	branjica.trajkovski@kbr.com	AFB Emergency Debris Hauling & Reduction
(EEC) Camp Lejeune (EEC) Camp Clerly Point	NC	Hurricane Florence	\$ 175,365.00	128 Total Day Rate Operator & Equipment	12/18 to 02/19	Kim Rouse	910-798-4402	K.Rouse@hcs.gov.com	Landfill Debris Management
NCDDOT-Brunswick County	NC	Hurricane Florence	\$ 1,240,865.00	560 Total Day Rate Operator & Equipment	10/18 to 11/18	Dan McFerrin	720-635-2237	dmcferri@ccc.net	Utility Right of Way Trimming
NCDDOT-Columbus County	NC	Hurricane Florence	\$ 227,576.00	378 Total Day Rate Operator & Equipment	09/18 to 09/18	Craig Duncan	210-632-2493	eduncan@ccc.net	Tree Trimming, Hauling, and Debris Reduction
NCDDOT-Dauphin County	NC	Hurricane Florence	\$ 496,398.00	30 Crews, 1,770 Total Hours	09/18 to 09/18	Patrick Riddle	910-467-0505	priddle@ncdot.gov	Emergency Cut & Shove Road Clearance
NCDDOT-Onslow County	NC	Hurricane Florence	\$ 346,896.00	30 Crews, 1,548 Total Hours	09/18 to 09/18	Ken Clark	910-642-3760	kclark@ncdot.gov	Emergency Cut & Shove Road Clearance
NCDDOT-Pender County	NC	Hurricane Florence	\$ 464,751.00	28 Crews, 958.25 Total Hours	09/18 to 09/18	Kevin Bradshaw	910-682-5100	ckbradshaw@ncdot.gov	Emergency Cut & Shove Road Clearance
NCDDOT-Sampson County	NC	Hurricane Florence	\$ 2,895,617.00	26 Crews, 761.25 Total Hours	09/18 to 09/18	David Sawyer	910-467-0550	dsawyer@ncdot.gov	Emergency Cut & Shove Road Clearance
NCDDOT-New Hanover County	NC	Hurricane Florence	\$ 510,463.00	30 Crews, 958.25 Total Hours	09/18 to 09/18	Jeff Garrett	910-259-5413	jgarrett@ncdot.gov	Emergency Cut & Shove Road Clearance
(EEC) Pamlico Island	SC	Hurricane Harvey	\$ 66,650.00	2 Debris Removal Crews and 1 High Voltage Line Crew	09/18 to 09/18	Barbara Growney	201-953-2790	B.Growney@ccc.net	Emergency Cut & Shove Road Clearance, Hauling, and Final Disposal
Port Aransas	TX	Hurricane Harvey	\$ 1,051,818.00	11,220 CY	08/18 to 03/18	Leo Wood	228-224-2156	lwood@broadinssociates.com	Debris Removal & Hazardous Trees on Base
USACE	CA	California Floods	\$ 6,251,020.00	45,169 CY	02/18 to 03/18	James Constantino	213-452-3227	James.M.Constantino@usace.army.mil	Nature Preserve Debris Removal - Waterway
USACE	CA	California Floods	\$ 2,379,000.00	13,051 CY	02/18 to 03/18	Tracy Eccles	661-265-7222	tracy1.eccles@usace.army.mil	Flood Creeks/Channels Debris Hauling
									Flood Basin Debris Removal



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San Juan	PR	Hurricane Maria	\$ 35,404,180.00	494,974 CY 19,411 Hazardous Trees	12/17 to 12/18	Elias Huertas	787-380-7078	ETirado@dlpp.pr.gov	ROW Debris Removal, Tree Trimming, Hauling, and Disposal
Miami-Dade	FL	Hurricane Irma	\$ 4,450,000.00	104,500 CY	12/17 to 04/18	Jennyfer Calderon	305-375-5312	Jennyfer.Calderon@miamidade.gov	ROW Hauling and Reduction of Debris
Florida Turnpike	FL	Hurricane Irma	\$ 2,404,647.00	740 CY 5,436 Hazardous Trees	09/17 to 10/17	Maria Connolly	954-934-1209	Maria.Connolly@dot.state.fl.us	ROW Debris Removal, Tree Trimming, Hauling, and Disposal
FLDOT District 01	FL	Hurricane Irma	\$ 6,934,050.00	77,500 CY 5,625 Hazardous Trees	09/17 to 11/17	Amy Perez	863-519-2316	Amy.perez@dot.state.fl.us	ROW Debris Removal, Tree Trimming & Removal, Reduction, and Disposal
FLDOT District 02	FL	Hurricane Irma	\$ 2,662,704.00	18,736 CY 6,419 Hazardous Trees	09/17 to 11/17	Jennifer Curtis	386-961-7561	Jennifer.Curtis@dot.state.fl.us	ROW Debris Removal, Tree Trimming, Hauling, and Disposal
FLDOT District 05	FL	Hurricane Irma	\$ 3,018,580.00	45,000 Debris Removed, 918 Miles Street Sweeping and 4,500 Hazardous Trees	09/17 to 02/18	Victor LaPico	386-945-5287	Victor.LaPico@dot.state.fl.us	Debris Removal, Tree Trimming, Hauling, Disposal, Street Sweeping, and Emergency Push Crews
FLDOT District 07	FL	Hurricane Irma	\$ 46,704.00	1,700 CY 68 Hazardous Trees	09/17 to 09/17	Anita Mounloy	813-975-6442		ROW Debris Removal, Tree Trimming, Hauling, and Disposal
City of Plantation	FL	Hurricane Irma	\$ 8,200,063.00	500,000 CY 12,000 Limbs, Stumps, and Trees	09/17 to 02/18	Steve Rodgers	954-452-2535	SRodgers@plantation.org	ROW Debris Removal, Hazardous Limb, Tree & Stump Removal, and Waterway Debris Removal
City of Homestead	FL	Hurricane Irma	\$ 3,568,027.00	153,600 CY 3,600 Hazardous Trees, and 6,150 Hours of Emergency Push Crews	09/17 to 01/18	Maria Pineda	305-224-4772	MPineda@cityofhomestead.com	ROW Debris Removal, Reduction, Final Disposal, Hazardous Tree & Limb Removal, Hourly Emergency Push Crews
St. John's County	FL	Hurricane Irma	\$ 622,235.00	2,100 Hazardous Hanging Limbs & Leaning Trees Removed	10/17 to 12/17	Benjamin Bisigh	904-209-0252	bisigh@sjcfl.us	ROW Tree Trimming, Hauling & Disposal
TXDOT-Victoria	TX	Hurricane Harvey	\$ 516,382.00	30,125 CY	10/17 to 11/17	David Stephens	361-293-4341	David.stephens@txdot.gov	ROW Debris Removal and Disposal
TXDOT-Nueces County	TX	Hurricane Harvey	\$ 3,603,645.00	212,000 CY	09/17 to 12/17	Martin Horst	361-808-2261	martin.horst@txdot.gov	ROW Debris Removal, Reduction, and Final Disposal
TXDOT-Harris County	TX	Hurricane Harvey	\$ 238,150.00	13,300 CY	10/17 to 01/18	Cody McKenney	281-466-9871		ROW Debris Hauling and Disposal
City of Beaumont	TX	Hurricane Harvey	\$ 490,597.00	11,750 CY 2,100 Hours of Dump Trucks and Generators	09/17 to 10/17	Tommy Gill	832-767-8118	tgill@ci.beaumont.tx.us	Emergency Pump and Generators & Dump Trucks, ROW Debris Removal
City of Dayton	TX	Hurricane Harvey	\$ 29,106.00	1,000 CY	10/17 to 10/17	Theo Melancon	936-258-2642	citymanager@dayton.tx.gov	ROW Debris Removal and Disposal
City of Port Lavaca	TX	Hurricane Harvey	\$ 400,451.00	34,900 CY	10/17 to 11/17	Jody Weaver	361-827-3601	jweaver@portlavaca.org	ROW Debris Removal and Reduction
City of Sugarland	TX	Hurricane Harvey	\$ 45,601.00	2,000 CY	09/17 to 10/17	Ilana Harris	281-275-2497	iharris@sugarlandtx.gov	ROW Debris Removal and Disposal



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Tab 4. Proposed Strategy and Technical Approach

This operational plan has been thoroughly vetted over years and years of disaster-related debris management projects. Utilized in Plantation, Florida to smaller projects such as Port Aransas, Texas, the operational plan outlined below maintains the flexibility to simultaneously administer and complete multiple large-scale projects without sacrificing safety, transparency, and performance. In 2017, TFR's flexible operational plan was tested. With projects spanning from Puerto Rico, California, Florida, to Beaumont, Texas, **TFR operated, funded, and completed 26 simultaneous projects with a total value of over \$78 MIL.**

Debris Management Site Location and Testing

In conjunction with Government Officials, TFR seeks to aid in the selection and qualification of Debris Management Sites. Identification and selection of an appropriate DMS are vital to the efficiency, cost control, and overall safety of the debris management process. The FEMA *Debris Management Guide* outlines the selection of a DMS through the following:

1. Ownership
2. Size
3. Location
4. Environmental and historic concerns

TFR and Government Officials have scoured potential areas locating and qualifying numerous DMS through a stringent identification process in past planning sessions. Examining the layout of the City/County, possible high-volume areas, and environmental impact, TFR and Officials can establish probable locations that best suit the debris management effort. After sites have been identified, historical information is pulled to ensure compliance with the National Historic Preservation Act, and soil and water samples are collected to file with State Environmental Protection Agencies. Coupled with TFR's unique ability to operate 8 concurrent debris management sites with Company-owned Diamond Z Grinders, the qualification process of logistically, geographically, and environmentally appropriate DMS is key in the efficient, rapid mobilization effort TFR can offer.

Debris Collection Operations

During the daily collection, movement, and disposition of debris, the TFR Operations Manager remains in constant contact with all Foremen and Supervisors via 2-way radio/ smartphones to ensure that proper accounting and operational management of debris collection complies with TFR operational procedures. Mid-day conferences, either in person or by radio, ensure that right-of-way, public/private, and local issues are quickly addressed, often immediately. TFR's manager and principals are mindful of other disaster operations taking place in the affected areas during the debris removal process and cautious not to interfere with the efforts of others during the performance of the contract.

The CQC Plan and TFR's Quality Control Manager shall address the Recording and Reporting requirements with all levels of supervisors and crew foremen. Different levels shall have different requirements. A sample form will be provided and 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 all equipment downtime for repairs are noted on the daily reports.
- Hours of each piece of equipment and each employee, are recorded and reconciled with a Government Representative daily.
- Daily Reports shall have daily and year-to-date totals for each piece of equipment/personnel tasked.
- Daily Reports shall be signed by the Contractor's Representative and by a Government Representative.

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The TFR's Quality Control Officer shall prepare, sign, and submit to a Government Representative a Daily Quality Control Report. 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, the quantity of debris reduced, number of subcontractors working, contract non-compliance issues and all corrective actions.

Removal of Debris from Public Right of Way

Upon receipt of task order and at the direction of Government Representatives, the Operations Manager will direct the Load and Haul Supervisor to dispatch the previously selected loading and hauling equipment to locations designated by the Government's Debris Managers.

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 a fire extinguisher, pick-up truck with mobile radio and cellular telephone, first aid safety kit, and list of emergency telephone numbers, and a map to emergency medical facilities. The foreman is responsible for preparing a daily report of activities.

Before Truck Certification and Inspection, all Subcontractors will have met with the sector superintendent or field administrator 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 the DMS, or another appropriately designated location determined by the City/County, 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
- Signature space for
 - Truck Driver
 - Contractor's Representative

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- Government's Representative
- 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:
 - 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 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.

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 Load and Haul Supervisor that they are to work in areas designated by a Government Debris Manager and are not to relocate or move from one area to another without prior approval. 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, are 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
- 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 heartwood
 - Fallen or uprooted within a public use area
 - Leaning at an angle greater than 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:

1. The employee shall work from the uphill side whenever possible.
2. Before felling operations, the work area shall be cleared to permit safe working conditions and an escape route shall be planned.

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3. 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.
4. 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.
5. A notch and back cut shall be used in felling trees over 5 inches in diameter measured at breast height (DBH). No tree shall be felled by "slicing" or "ripping" cuts.
6. The depth of 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.
7. 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 general 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 by 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
- Immediate threat to public health and safety

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 the amount of material needed will be recorded.

Reduction of Debris

Reduction of debris is normally applied to 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 to reduce 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, and recycling. Recycling is covered in 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.

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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 the 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:

1. A setback of at least 100 feet between debris piles and the burn area with a minimum setback from buildings and structures of at least 1,000 feet.
2. Construction of non-combustible "warning" stop blocks (at least 1 foot in height) for equipment located at the burn pit
3. Use limestone (or equal material) for the construction of the "pit" with reinforced earth anchors, or wire mesh to support the loader ramps.
4. 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.
5. Seal the pit ends at least four feet high.
6. Pit construction (by this solicitation) shall be 8-9 feet wide, and 14 feet deep.
7. A 12" dirt seal will be placed on the lip of the burn pit area to seal the lower nozzle.
8. 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.
9. 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.
10. The length of the pit shall be no longer than the length of the blower nozzle.
11. The operators shall be instructed to load the pit uniformly along its length.
12. Operators will also be instructed to extinguish the fire at least 2 hours before removing the ash.
13. 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 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 can 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:

1. 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.
2. The grinding machines must have screens, which produce chips not exceeding 4 inches in length and ½ inch in diameter.
3. 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.
4. Debris must be sorted and clean of other contaminants such as metals.
5. Operators must wear hard hats even in closed cab machines while operating.
6. Root Rake loaders are used to avoid contaminating the debris entering the grinder with dirt or sand.

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7. Ground debris or mulch shall be stored onsite 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 ensure. Ground debris or mulch is monitored daily for heat and internal combustion.

Disposal Procedures

Disposal sites for the debris will be determined before operations begin. This submittal encompasses the possibility that permanent or final debris resting place may not be immediately available at the beginning of operations, and we have therefore included the general operations of a Debris Management Site (DMS) 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. This operation includes the use of hauling equipment. In the Hauling and Dumping operations, special consideration is given to the following:

1. All loading and hauling crews are under the direction of a TFR supervisor. Daily reports are maintained by the Crew Foreman, and all equipment downtime for repairs is noted on the daily reports. Hours of each piece of equipment and each employee, are recorded and reconciled with a Government Representative, daily.
2. Qualification of all operators/drivers is reviewed and determined before being allowed to haul materials.
3. All insurance documents and copies of driver's licenses are on file in the field office before beginning operations.
4. The safety orientation meeting is held by the Load and Haul Project Manager before operations begin.
5. Equipment is inspected and a record of the inspection is retained on file in the field office before operations begin.
6. Operators/drivers are versed in the dumpsite procedures before leaving the loading site.
7. All truck operators will be instructed to observe traffic regulations and follow the instructions of the flag persons.
8. 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.
9. Each truck operator will be directed as to where to dump each load at the dumpsite location by the designated dumpsite operator.
10. 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.
11. 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, biofuel, and fertilizer. This operation includes the use of hauling equipment. In the hauling out operations, special consideration is given to the following:

1. All hauling crews are under the direction of a TFR supervisor. Daily reports are maintained by the Site Manager, and all equipment downtime for repairs is noted on the daily reports. Hours of each piece of equipment and each employee, are recorded and reconciled with a Government Representative, daily.
2. Qualification of all operators/drivers is reviewed and determined before being allowed to haul materials.
3. All insurance documents and copies of driver's licenses are on file in the field office before beginning operations.

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4. The safety orientation meeting is held by the Load and Haul Project Manager before operations begin.
5. Equipment is inspected and a record of the inspection is retained on file in the field office before operations begin.
6. Operators/drivers are versed in the dumpsite procedures before beginning loading activities and hauling reduced debris out of the DMS.
7. Trucks are loaded by rubber-tired backhoes, or excavators, 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 Site Manager and/or assessing the overall safety of the structure.
8. Each truck operator shall inspect his/her truck before proceeding to the inspection tower to ensure the load is filled and any items are secured and covered by a tarp or other covering preventing chips from being blown from the bed.
9. All truck operators will be instructed to observe traffic regulations and follow the instructions of the flag persons.
10. 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 final destination.
11. Truck operators will follow the designed traffic flow when leaving the dump and return to the designated loading area.

White Goods

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 the 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 before 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 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 a 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 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 the 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 can attract or provide food for birds or animals. Improper handling of putrescible waste could lead to odor issues that make sitting and operating a DMS difficult. There are also numerous potential employee health and safety issues related to the removal and disposal of putrescible wastes.

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- 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 the generation of odors.
- Procedures such as proper sealing of refrigerants and containers will be in place to control vector exposure, the attraction of wildlife, and minimize volume expansion through the 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 the 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

Bastrop County PPDR

"We are fortunate to have TFR as an experienced contractor, with an abundance of specialized equipment and an experienced management staff helping us with our recovery efforts. I am thankful for all that TFR has done to help Bastrop County in our recovery efforts, and I am pleased to provide this endorsement and recommendation to others that are in need of the services TFR provides."

Ronnie Moore
Bastrop County Engineer

Private Property Debris Removal

Private property debris removal must present an immediate health and safety threat to the general public before it will be reimbursed under the Public Assistance Program. This is typically the responsibility of private property owners however if the debris poses a threat to the general public-at-large and the property owners are unavailable the State or local municipalities may need to enter onto private property to alleviate the immediate threat.

If authorized, FEMA 325, Public Assistance Debris Management Guide states applicants are required to document all legal processes used to gain access to private property through the following:

- 1) Each property owner must sign a right-of-entry which includes a hold harmless agreement and indemnification applicable to the scope of work.
- 2) Photos to document the condition of the property before beginning work.
- 3) PPDR Assessment to establish the scope of eligible work.
- 4) Documentation of Environmental and Historic Review.

616,500 Total Cubic Yards (245,700 PPDR)
38,000 Total Hazardous Trees (27,000 PPDR)

Billing/Reconciliation Procedures

Billing procedures are established to ensure consistency from collecting, processing, and reconciling load tickets while stressing accuracy throughout the entire process. With over thirty-two (32) years of experience conducting disaster relief and recovery efforts, TFR has developed a battle-tested billing system that plans for encumbrances, highlights transparency, emphasizes expediency, and forces accuracy. These four (4) pillars of the billing cycle are the foundation of a well-vetted billing system through which TFR conducts its disaster relief and recovery efforts. The billing procedures are outlined below, from the DMS to payment from a home office:



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1. Truck passes under the ticket tower to be assessed capacity. Tickets are collected and the appropriate copies are given to the truck operator, Government representative, monitoring firm (if one), FEMA representative, and TFR representative.
2. TFR representative maintains a collection of the load tickets, as those representative desires generally on a clipboard, and once every 3 hours, another TFR representative will collect those load tickets from the TFR tower representative.
3. Onsite ticket processing center, also known as a Mobile Command Unit, controls the entering of load ticket data into Excel spreadsheets with pivot tables to quickly access the data based on several input criteria.
4. Each morning, one Government Representative and one TFR representative shall review the load tickets and reconcile the previous workday totals.
5. The reconciled load tickets and their associated spreadsheets are sent to the home office for invoice processing and billed to City/County every two weeks, or as established in the contract documents.

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Tab 5. Auditing History

TFR possesses an intimate understanding of the FEMA funding and reimbursement process. **ALL TFR CLIENTS HAVE RECEIVED 100% OF THEIR ELIGIBLE REIMBURSEMENT. TFR HAS NEVER HAD A SINGLE DOLLAR DEOBLIGATED BY FEMA or the FHWA.** We understand that our client's reimbursement is directly correlated to their ability to pay TFR and we work with our clients to ensure this process is as fast and efficient as possible.

TFR personnel has conducted over 350+ 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 32 years. Sharon Lyell, our Operations *Manager*, in conjunction with Tiffany Jean, Contract Manager, head our *FEMA Compliance Team* in 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*:

- Provide extensive pre-event training sessions with a review of previous submitted FEMA paperwork.
- Design appropriate cost tracking systems before approval of Project Worksheets is received
- Assist in estimation of debris volumes by debris types and debris management costs for Preliminary Damage Assessments.
- Train clients on FEMA's Cost Estimating Format, a forward pricing model allowing FEMA to account for all possible costs on large projects.
- Assist in the preparation of Immediate Needs Funding (INF) requests
- Review the operational procedures of the FEMA Public Assistance Program as it relates to the overall recovery process.
- Inform and prepare for critical meetings with FEMA, emphasis on "Kick-off Meeting" and "Applicant's Briefing".
- Aid in the preparation of Project Worksheets
- Provide, review, and confirm the accuracy of supporting documentation (i.e., Truck Certifications, Load Tickets, Equipment Time Sheets, etc.) for the Project Worksheets to realize full reimbursement.

TFR takes a proactive approach to debris management. Enacting a comprehensive, efficient debris management plan, which retains operational flexibility to address problems on the fly, is vital to the success of the project and our client's realization of full FEMA reimbursement. Upon establishment of a debris management plan, we strongly suggest submitting the plan for FEMA review, relieving undue stress over FEMA acceptance following a disaster event.

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SUBMIT

ONE (1) COLOR ORIGINAL, AND SIX (6) COPIES
ONE (1) USB FLASH DRIVE CONTAINING ONE (1) COLOR PDF OF THE ORIGINAL DOCUMENTS
CONTRACTOR'S PRICE PROPOSAL FORM *ATTACHMENT A*

TO: CITY OF LONG BEACH
CITY OF LONG BEACH, MISSISSIPPI for
REQUEST FOR PROPOSALS for DISASTER DEBRIS REMOVAL SERVICES

Date 01/06/2022

Proposal of TFE Enterprises, Inc. (hereinafter called "Contractor"),
authorized to do business under the laws of the State of Mississippi, proposes to City of Long Beach
(hereinafter called "Owner"):

Ladies and Gentlemen:

The Contractor, in compliance with your invitation for proposals for:

DISASTER RELATED DEBRIS REMOVAL SERVICES

Having examined the specifications with related documents and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Proposal, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this is a part. Unbalanced pricing will not be accepted and are cause for rejection of any proposal.


Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written Task Order issued by the Owner, and to fully complete the work in the Contractual period of time allotted.

This price proposal form must be completed, signed and submitted. No substitute forms will be accepted. Proposals submitted without this completed price proposal will be rejected.

Contractor acknowledges receipt of the following addenda:
Addendum # 1 Addendum # 4
Addendum # 2
Addendum # 3

Contractor agrees to perform work under a Task Order issued by the Owner in accordance with the specifications and other information included in the contract documents for the following prices:

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Signature		By	Tipton F. Rowland
Title	CEO	Date	01/06/2022

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Respectfully Submitted:

TFE Enterprises Inc.
Business

Tipton F. Rowland
Name (please print)

601 Leander Drive
Address


Signature

Leander, Tx 78641
City, State, Zip Code

tiifap@tfinc.com
E-mail

(512) 260-3322
Office Phone

(512) 528-1992
Fax Number

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CITY OF LONG BEACH - DISASTER DEBRIS REMOVAL SERVICES
BID EVALUATION QUANTITIES

ITEM NO.	ITEM DESCRIPTION	QUANTITY
1	Removal, Haul, and Dispose of Eligible Vegetative Debris	80,000 CY \$6.10
2	Site Management and Reduction of Vegetative Debris by Grinding	80,000 CY \$2.70
3	Load, Haul, and Dispose of Vegetative Debris Reduced by Grinding	80,000 CY \$4.70
4	Site Management and Reduction of Vegetative Debris by Burning	80,000 CY \$1.50
5	Load, Haul, and Dispose of Vegetative Debris Reduced by Burning	80,000 CY \$3.10
6	Remove, Haul, and Dispose of Eligible C&D Debris to an Approved Disposal Site	37,000 CY \$7.25
7	Removal of Hazardous Hanging Limbs and placement on public property or ROW	1,800 TREE \$61.00
8.1	Removal of Hazardous Leaning Trees Over 6 and up to 12 Inches and placement on public property or ROW	50 TREE \$125.00
8.2	Removal of Hazardous Leaning Trees Over 12 and up to 24 Inches and placement on public property or ROW	20 TREE \$290.00
8.3	Removal of Hazardous Leaning Trees Over 24 and up to 36 Inches and placement on public property or ROW	15 TREE \$395.00
8.4	Removal of Hazardous Leaning Trees Over 36 Inches and placement on public property or ROW	10 TREE \$595.00
9.1	Removal of Hazardous Stumps Over 24 and up to 36 Inches, including extraction, hauling, and final disposal. Also include fill dirt and grading at no additional cost. Size measured 2 ft. above ground level	10 STUMP \$375.00
9.2	Removal of Hazardous Stumps Over 36 and up to 48 Inches, including extraction, hauling, and final disposal. Also include fill dirt and grading at no additional cost. Size measured 2 ft. above ground level	7 STUMP \$475.00
9.3	Removal of Hazardous Stumps Over 48 Inches, including extraction, hauling, and final disposal. Also include fill dirt and grading at no additional cost. Size measured 2 ft. above ground level	5 STUMP \$575.00
10	Regulated Asbestos Containing Material (RACM)	1,000 CY \$23.00

1/3

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11	Removal, Hauling and Recycling or Disposal of White Goods	50 EA \$50.00
12	Removal, Hauling and Recycling or Disposal of Electronics Waste	500 CY \$10.00
13	Removal, Hauling and Recycling or Disposal of Concrete and Masonry	500 CY \$22.00
14	Removal, Hauling and Disposal of Household Hazardous Waste (HHW)	1,000 LB \$15.00
15	Removal, Hauling and Recycling or Disposal of Lawnmowers and Equipment with Small Engines	15 EA \$25.00
16	Removal, Hauling and Recycling or Disposal of Abandoned Tires	15 EA \$25.00
17	Removal, Hauling and Recycling or Disposal of Debris from Drain-ways, Streams and Bayous	2,500 LF \$9.00
18	Marine Debris – Removal, Hauling, and Recycling or Disposal Submerged Debris from Waterways, Bays, Canals and Oceans	500 CY \$89.00
19.1	Removal of Abandoned Vehicles (Cars, Trucks, Vans)	10 EA \$250.00
19.2	Removal of Abandoned Campers, RV's, and Shipping Containers	5 EA \$350.00
19.3	Removal of Abandoned Buses and Tractor Trailers	5 EA \$375.00
19.4	Removal of Abandoned Utility and Boat Trailers	5 EA \$175.00
19.5	Removal of Abandoned Vessels – 10 to 26 Feet	5 LF \$31.00
19.6	Removal of Abandoned Vessels – 27 to 40 Feet	2 LF \$69.00
19.7	Removal of Abandoned Vessels – Over 40 Feet	1 LF \$210.00
20	Removal of Debris from Sand Beaches	1,000 CY \$16.00

2/3

Minutes of August 2, 2022
Mayor and Board of Aldermen

21	Raking of Sand Beaches to a 12 Inch Depth	1,000 SY \$5.75
22	Removal, Screening, Replacing, and Grading of Beach Sand to Original Contour	1,000 CY \$19.00
23	Removal of Beach Sand	1,000 CY \$15.00

Minutes of August 2, 2022 Mayor and Board of Aldermen

RFP- City of Long Beach
Debris Removal Services

Tab 7. References

1 Iowa Dept of Homeland Security and Emergency Management CONTRACT DESCRIPTION	
a. Point of Contact	Jordan Moser Strategic Planner
b. Address	6100 NW 78 th Avenue Johnston, IA 50131
c. Phone	(515) 323-4246
d. Email	Jordan.moser@iowa.gov
e. Contract Term	09/2020 to 02/2021
f. Contract Amount	\$7,722,536.00
g. Description of Work	Vegetative debris reduction by grinding (1,600,000 CY)

2 City of Cedar Rapids CONTRACT DESCRIPTION	
a. Point of Contact	Taylor Burgin City Manager
b. Address	101 First Street SE Cedar Rapids, IA 52401
c. Phone	(319) 491-4163
d. Email	t.burgin@cedar-rapids.org
e. Contract Term	09/2020 to 08/2021
f. Contract Amount	\$10,571,166.00
g. Description of Work	Vegetative debris reduction by grinding (3,571,339 CY)

3 City of Robertsdale CONTRACT DESCRIPTION	
a. Point of Contact	Greg Smith City Engineer
b. Address	22647 Racine Street Robertsdale, AL 36567
c. Phone	(251) 947-8955
d. Email	gregsmith@robertsdale.org
e. Contract Term	09/2020 to 03/2021
f. Contract Amount	\$2,508,447.00
g. Description of Work	ROW Hauling, Hazardous Tree Removal, Grinding, and Final Disposal (156,592 CY Hauling and 263,819 CY of Reduction and Final Disposal)

Minutes of August 2, 2022 Mayor and Board of Aldermen

RFP- City of Long Beach
Debris Removal Services

4 Texas Department of Transportation

CONTRACT DESCRIPTION

a. Point of Contact	Lori Wagner Contract Administration Manager
b. Address	Austin District Headquarters 7901 N. IH35, Building 2 Austin, TX 78753
c. Phone	(512) 832-7057
d. Email	Lori.wagner@txdot.gov
e. Contract Term	10/2018 to 07/2019
f. Contract Amount	\$7,532,510.00
g. Description of Work	Emergency waterway debris removal services (13,838 Operator and Equipment Hours)

5 Tyndall Airforce Base

CONTRACT DESCRIPTION

a. Point of Contact	Johnny Walker Contracting Officer
b. Address	501 Airey Avenue, Suite 5 Tyndall AFB, FL 32403
c. Phone	(850) 283-1378
d. Email	Johnny.walker.4@us.af.mil
e. Contract Term	01/2019 to 04/2019
f. Contract Amount	\$2,314,186.00
g. Description of Work	Emergency debris hauling services following Hurricane Michael (estimated 151,000 cy)

6 United States Army Corps of Engineers

CONTRACT DESCRIPTION

a. Point of Contact	James Costantino Contracting Officer
b. Address	Los Angeles District 915 Wilshire Blvd., Suite 930 Los Angeles, CA 90017
c. Phone	(213) 452-3237
d. Email	James.m.costantino@usace.army.mil
e. Contract Term	02/2018 to 03/2018
f. Contract Amount	\$6,251,020.00
g. Description of Work	Emergency debris removal from Toro basins following severe storms (estimated 46,000cy)

Minutes of August 2, 2022 Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2021

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 1221 S. Mopac Expy., Suite 160 Austin TX 78746	CONTACT NAME: Larry Sue Dunn PHONE (AG. No.): 817-347-8816 FAX (AG. No.): 817-347-8881 E-MAIL: ldunn@higginbotham.net ADDRESS:														
INSURED T F R Enterprises Inc 601 Leander Drive Leander TX 78641	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER B: Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER C: Starr Surplus Lines Ins. Co.</td> <td>13804</td> </tr> <tr> <td>INSURER D: Argonaut Insurance Company</td> <td>19801</td> </tr> <tr> <td>INSURER E: Tokio Marine Specialty Insurance Co.</td> <td>23860</td> </tr> <tr> <td>INSURER F: Travelers Lloyds Insurance Company</td> <td>41282</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Starr Indemnity & Liability Company	38318	INSURER B: Texas Mutual Insurance Company	22945	INSURER C: Starr Surplus Lines Ins. Co.	13804	INSURER D: Argonaut Insurance Company	19801	INSURER E: Tokio Marine Specialty Insurance Co.	23860	INSURER F: Travelers Lloyds Insurance Company	41282
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INSURER E: Tokio Marine Specialty Insurance Co.	23860														
INSURER F: Travelers Lloyds Insurance Company	41282														

COVERAGES **CERTIFICATE NUMBER: 1340897709** **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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 Ded B/PPD <input checked="" type="checkbox"/> *SEE DESCRIPTION GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		1000068507211	12/31/2021	3/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Contractors Pollution \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		1000199116211	12/31/2021	3/31/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
E	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ n		PUB798753	12/31/2021	3/31/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	0001208012 928708359384	1/1/2022 1/1/2022	1/1/2023 1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER ** SEE DESCRIP E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	Leased/Rented Equipment Leased/Rented Vehicles Phy Damage		PUB798753 1000199116211	12/31/2021 12/31/2021	3/31/2023 3/31/2023	Limit - \$700,000 Limit Comp/Collision Ded \$2,500 Actual Cash Value \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 *General Liability Deductible: \$5,000 B/PPD Per Occurrence
 *XCU is not excluded.
 *The General Liability policy includes a \$1,000,000 Contractors Pollution Limit.
 **Texas Workers' Compensation Policy - 0001208012
 **All Other States (incl California) - Policy 928588359384
 See Attached...

CERTIFICATE HOLDER Information Only	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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Minutes of August 2, 2022 Mayor and Board of Aldermen

AGENCY CUSTOMER ID: TFRENTE-02

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED T F R Enterprises Inc 801 Leander Drive Leander TX 78641	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status (Including Completed Ops) and General Liability, Automobile Liability and Workers' Compensation policies includes a blanket waiver of subrogation endorsement to the certificate holder when written contract requires such status.

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders when written contract requires such status.

The General Liability, Automobile Liability and Workers Compensation policy includes a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium, 10 days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

Excess Policy is Follow Form underlying the General Liability (Incl. Contractors Pollution), Automobile Liability and Employers Liability policies.

ACORD 101 (2008/01)

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Minutes of August 2, 2022 Mayor and Board of Aldermen

DRUG-FREE WORKPLACE FORM

ATTACHMENT B

TO: CITY OF LONG BEACH, MS
LONG BEACH, MISSISSIPPI for
REQUEST FOR PROPOSALS for DISASTER DEBRIS REMOVAL SERVICES

The undersigned firm hereby certifies that TFR Enterprises, Inc. does:
Name of Company/Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 described in the City's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph one.
4. In the statement specified in paragraph one, not if the employees that, as a condition of working on the contractual services described in paragraph three, 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 the State of Mississippi 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 or plea.
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. Consistent with applicable provisions with state or federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs one through five.

As the person authorized to sign this statement, I certify that this form complies fully with the above requirements.

Tipton F. Rowland
08/02/2022 Print Authorized Name and Title:
Authorized Signature and Date:

Minutes of August 2, 2022
Mayor and Board of Aldermen

AFFIDAVIT FORM

ATTACHMENT C

TO: CITY OF LONG BEACH
CITY OF LONG BEACH, MISSISSIPPI for
REQUEST FOR PROPOSALS for DISASTER DEBRIS REMOVAL SERVICES

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority Tipton F. Rowland (AFFIANT NAME), personally appeared, who, being duly sworn, deposes and says he is CEO (TITLE) of (COMPANY/FIRM), the respondent submitting the attached proposal for the services covered by the RFP documents for DISASTER DEBRIS REMOVAL SERVICES.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

The undersigned has executed this Affidavit, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 6th day of January, 2022.

[Signature]
Affiant Signature

CEO
Title

STATE OF Texas

CITY OF Leander

Subscribed and sworn to before me this 6th day of January, 2022, by Tipton F. Rowland who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Minutes of August 2, 2022 Mayor and Board of Aldermen

Notary Public: Tiffany J. Jean
My commission expires: 1/27/2026



AFFIDAVIT OF SOLVENCY FORM

ATTACHMENT D

TO: CITY OF LONG BEACH
CITY OF LONG BEACH, MISSISSIPPI for
REQUEST FOR PROPOSALS for DISASTER DEBRIS REMOVAL SERVICES

PERTAINING TO THE SOLVENCY OF

(COMPANY/FIRM), being duly sworn I,

(AFFIANT NAME)– (ex., CEO, Officer, President, Duly Authorized Representative, etc..) hereby certify

under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 07th day of January 2022

[Signature]
Affiant Signature

CEO
Title

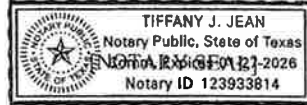
STATE OF Texas

CITY OF Leander

Minutes of August 2, 2022 Mayor and Board of Aldermen

Subscribed and sworn to before me this 07th day of January, 2022 by Lipton F. Cowland who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public: Tiffany J. Jean
My commission expires: 1/27/2026



CONFLICT OF INTEREST FORM

ATTACHMENT E

TO: CITY OF LONG BEACH
CITY OF LONG BEACH, MISSISSIPPI for
REQUEST FOR PROPOSALS for DISASTER DEBRIS REMOVAL SERVICES

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a Respondent's professional judgment in completing work for the benefit City of Long Beach ("City"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the City.

Respondents are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the City. Respondents, therefore, must there avoid situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting the Respondent's professional judgement when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project. Please check the appropriate statement:



The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

**Minutes of August 2, 2022
Mayor and Board of Aldermen**

Print Legal Name of Authorized Respondent: Tipton F. Rowland

Print Title of Authorized Respondent: CEO

Signature of Authorized Respondent: 

Date: 01/06/2022

ANTI-LOBBYING CERTIFICATION FORM

ATTACHMENT F

TO: CITY OF LONG BEACH
CITY OF LONG BEACH, MISSISSIPPI for
REQUEST FOR PROPOSALS for DISASTER DEBRIS REMOVAL SERVICES

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Minutes of August 2, 2022 Mayor and Board of Aldermen

Print Legal Name of Authorized Respondent: Tipton F Rowland

Print Title of Authorized Respondent: CEO

Signature of Authorized Respondent: 

Date: 01/06/2022

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance <div style="text-align: center; font-size: 2em; margin-top: 10px;">N/A</div>	2. Status of Federal Action: _____ a. bid/offer/ application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime Subwardtee Tier, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subwardtee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
(Attach Continuation Sheet(s) SF-LLL-A if Necessary) (if individual, last name, first name, middle)		
10. a. Name and Address of Lobbying Entity: (last name, first name, MI)	10. b. Individuals Performing Services (including address if different from No. 10.a.)	
11. Amount of Payment (check all that apply): \$ _____ Actual \$ _____ Planned	13. Type of payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: Nature: _____		

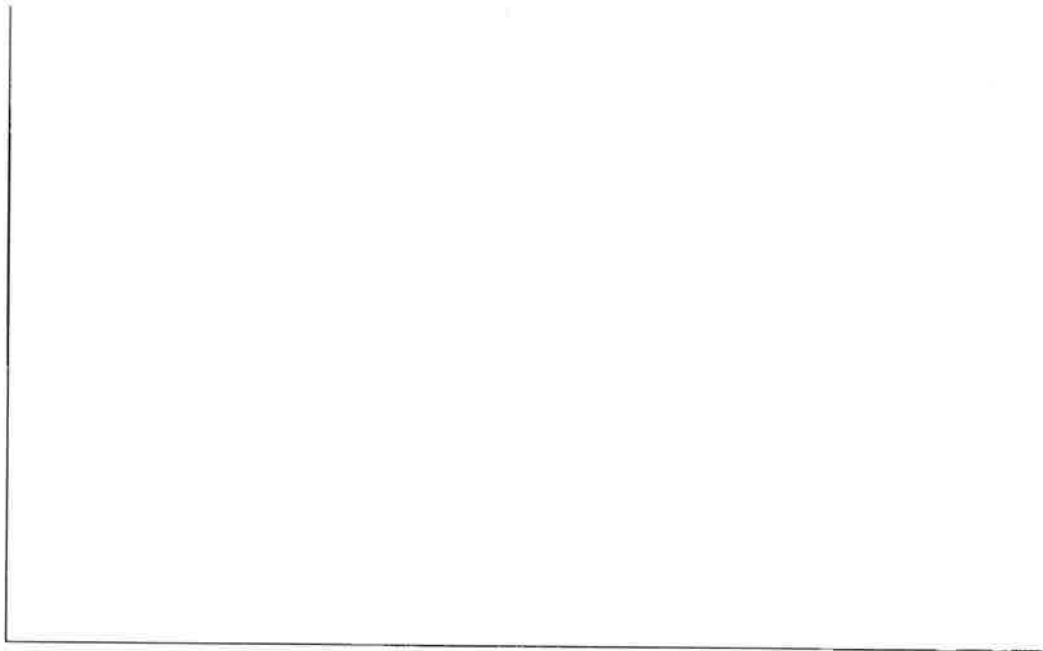
Minutes of August 2, 2022
Mayor and Board of Aldermen

Actual _____	____ f. other, specify:
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:	
(Attach Continuation Sheet(s) SF-LLL-A, if necessary)	
15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____	
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: <u>Tipton F. Rowland</u> Title: <u>CEO</u> Telephone: <u>(912) 240-3322</u> Date: <u>January 6, 2022</u>

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____	Page _____
of _____	

**Minutes of August 2, 2022
Mayor and Board of Aldermen**



INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

REQUEST FOR PROPOSAL – City of Long Beach
DEBRIS REMOVAL SERVICES
Page 58 of #9

Minutes of August 2, 2022 Mayor and Board of Aldermen

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes; e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

b Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-00046), Washington, DC 20503.

SUSPENSION AND DEBARMENT CERTIFICATION FORM

ATTACHMENT G

TO: CITY OF LONG BEACH
CITY OF LONG BEACH, MISSISSIPPI for
REQUEST FOR PROPOSALS for DISASTER DEBRIS REMOVAL SERVICES

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). Submission of this certification is a prerequisite for making or entering into this transaction.


REQUEST FOR PROPOSAL - City of Long Beach
DEBRIS REMOVAL SERVICES
Page 59 of 89

**Minutes of August 2, 2022
Mayor and Board of Aldermen**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by City of Long Beach, Mississippi. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Long Beach, Mississippi, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Print Legal Name of Authorized Respondent: Tipton F. Rowland

Print Title of Authorized Respondent: CEO

Signature of Authorized Respondent: 

Date: 01/06/2022

REQUIRED CHECKLIST/SIGNATURE PAGE

ATTACHMENT H

TO: CITY OF LONG BEACH
CITY OF LONG BEACH, MISSISSIPPI for
REQUEST FOR PROPOSALS for DISASTER DEBRIS REMOVAL SERVICES

Employees not to Benefit

I (we) hereby certify that if any future contract is awarded to our firm, partnership, corporation, that no employee of the City or members of his/her family, including spouse, parents or children has received or been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing any contract.

 initial

Minutes of August 2, 2022 Mayor and Board of Aldermen

Conflicts of Interest

The Respondent

is not aware of any information bearing on the existence of any potential organizational conflict of interest. TC initial

Representation Regarding Contingency Fees

The Responder

has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure any contract. TC initial

Representation Regarding Gratuities

The Respondent represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations. TC initial

Collusion

I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive proposing is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.

TC initial

Acceptance of Conditions

I certify that this response indicates whether this offer takes any exceptions to the general terms and conditions of the requesting document and to insurance, bonding, and any other requirement listed. If no exceptions are indicated in the offer, I certify that NO exceptions are taken to any of the terms and conditions of this requesting document. TC initial

Proprietary Information

This response does not contain proprietary information. If there is proprietary information contained in this quote it is clearly marked as proprietary and can be found at _____.

TC initial

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the response and certify that I am authorized to sign for our company.

Signature [Signature]

Date 01/06/2022

Name (Printed) Tipton F. Rowland

Title CEO

**CITY OF LONG BEACH
LONG BEACH, MISSISSIPPI for
REQUEST FOR PROPOSALS for
DISASTER DEBRIS REMOVAL SERVICES**

APPENDIX C

-DRAFT-

****** Selected Proposer(s) will be required to execute this agreement prior to **** commencement of service. This is provided for INFORMATIONAL PURPOSES ONLY. Any exceptions to this agreement should be included in proposal response.**

NON-EXCLUSIVE CONTRACT

Minutes of August 2, 2022 Mayor and Board of Aldermen

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)
Federal Insurance Company
202B Hall's Mill Road
Whitehouse Station, NJ 08889
Mailing Address for Notices
Federal Insurance Company
202B Hall's Mill Road
Whitehouse Station, NJ 08889

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)
City of Long Beach
201 Jeff Davis Avenue
Long Beach, MS 39580

BOND AMOUNT: Five Percent of the Greatest Amount Bid (5% G.A.B.)

PROJECT:
(Name, location or address, and Project number, if any)

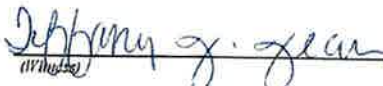
Disaster Debris Removal

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 14th day of December, 2021


(Witness)


(Witness) Veronica Ramos

TFR Enterprises, Inc
(Principal) _____ *(Seal)*

By: 
(Title) _____

Federal Insurance Company
(Surety) _____ *(Seal)*

By: 
(Title) Brady K. Cox Attorney-in-Fact

S-0054/AS 6/10

Minutes of August 2, 2022 Mayor and Board of Aldermen

CHUBB® Power of Attorney Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company Westchester Fire Insurance Company | ACE American Insurance Company

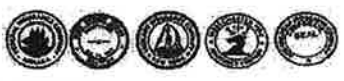
Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint John Abounrad, Blaine Allen, Brent Baldwin, Brock Baldwin, William D. Baldwin, Brady K. Cox, Russ Frenzel and Michael B. Hill of Dallas, Texas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 17th day of November 2020.

Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

Stephen M. Haney
Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

On this 17th day of November, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316985
Commission Expires July 18, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"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 in the ordinary course of business (such a "Written Commitment"):

- (1) Each of the Chairmen, 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 person's written appointment as such attorney-in-fact.
- (3) Each of the Chairmen, 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 Chairmen, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to 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.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (1) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (2) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this December 14, 2021



Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Minutes of August 2, 2022 Mayor and Board of Aldermen

RFP- City of Long Beach
Debris Removal Services

Tab 9. Capacity/Key Personnel Available to the City of Long Beach

Key Personnel	Position	Email	Phone
Tipton Rowland	CEO	tiffany@tfrinc.com	(281) 731-4398
Julie Rowland	CFO	julier@tfrinc.com	(512) 260-3322
Kevin Rolison	Project Manager	kevin@tfrinc.com	(512) 944-8766
Rigo Mejia	Project Manager	rigo@tfrinc.com	(512) 779-7722
Sharon Lyell	Operations Manager	sharon@tfrinc.com	(512) 576-3000
Laura Moxley	Project Administrator	laura@tfrinc.com	(512) 294-4640
Tiffany Jean	Contract Manager	tiffany@tfrinc.com	(512) 565-0710
Victoria Balak	Contract Administrator	victoria@tfrinc.com	(512) 410-9166
Steven Vinyard	Project Manager	steven@tfrinc.com	(512) 619-1087
Mel Utterback	Project Manager	mel@tfrinc.com	(606) 776-9782
Roger Barfield	Fleet/Safety Manager	roger@tfrinc.com	(407) 868-0568
Sally Wallace	HR/AP	sally@tfrinc.com	(512) 931-9031

Past Performance

Iowa Dept. of Homeland Security- On August 10, 2020, an unprecedented wind event caused enormous destruction over a large portion of the State of Iowa. In response to this storm, TFR Enterprises was awarded the Derecho debris clean-up contract administered by the Iowa Department of Homeland Security. Due to the unparalleled nature of this storm, storm response rollout was slow as making the right decisions rightfully trumped quick decisions.

A mixture of communities self-performing the debris collection in the ROW combined with independent contractors hired independently to perform debris collection services led to an ambiguity in the ever-expanding scope of the job. Initial responses from communities seeking the states' help started at approximately 20 communities in 8 counties and as the debris reduction work and subsequent mulch haul outgained traction, that list quickly ballooned to 45 communities in 15 counties across the state. Initial estimates for the master agreement were in the 600,000-800,000 cubic yards of debris to process but at completion, fell just shy of 1,400,000 yards of reduced and disposed of vegetative debris.

Texas Department of Transportation- September 2018 was the wettest in Texas history. Across Central Texas and the Hill Country, heavy rains led to catastrophic flooding. The floods caused a bridge on FM 2900 in Kingsland Texas to collapse and fall into the surrounding water, Lake LBJ. This surrounding water is used for recreational boating which is essential to the local economy. This bridge is about a quarter-mile long and serves as one of the main thoroughfares for the city.

TFR was contracted by the Texas Department of Transportation, TXDOT, to remove the bridge pieces and other hazardous debris from the water so a new bridge could be constructed, and the public could begin to use the lake again. To perform this work in a timely matter, TFR placed excavators and cranes onto barges to help remove the debris while hiring divers to help locate the debris. TFR had 23 individual barges, two excavators on the barges, a 30-ton crane, two-three teamed dive crews, and multiple pieces of heavy equipment. TFR has removed debris from the collapsed bridge as deep as 39 feet under the surface of the water.

Minutes of August 2, 2022 Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/18/2022

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 1221 S. Mopac Expy., Suite 160 Austin TX 78746	CONTACT NAME: Larry Sue Dunn PHONE (AG, No, Ext): 817-347-6816 FAX (AG, No): 817-347-6981 E-MAIL ADDRESS: ldunn@higginbotham.net														
INSURED T F R Enterprises Inc 601 Leander Drive Leander TX 78641	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER B : Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER C : Starr Surplus Lines Ins. Co.</td> <td>13604</td> </tr> <tr> <td>INSURER D : Argonaut Insurance Company</td> <td>19801</td> </tr> <tr> <td>INSURER E : Tokio Marine Specialty Insurance Co.</td> <td>23850</td> </tr> <tr> <td>INSURER F : Travelers Lloyds Insurance Company</td> <td>41262</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Starr Indemnity & Liability Company	38318	INSURER B : Texas Mutual Insurance Company	22945	INSURER C : Starr Surplus Lines Ins. Co.	13604	INSURER D : Argonaut Insurance Company	19801	INSURER E : Tokio Marine Specialty Insurance Co.	23850	INSURER F : Travelers Lloyds Insurance Company	41262
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COVERAGES **CERTIFICATE NUMBER: 735191332** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR \$5,000 Ded B/PPD *SEE DESCRIPTION GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		1000066507211	12/31/2021	3/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Contractors Pollution \$ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>		1000199116211	12/31/2021	3/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
E	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		PUB798753	12/31/2021	3/31/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in N/A) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	0001209012 928708359384	1/1/2022 1/1/2022	1/1/2023 1/1/2023	X PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> ** SEE DESCRIPT E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F A	Leased/Rented Equipment Leased/Rented/Hired Phy Damage		QT-66D-8071X472-TLC-21 1000199116211	12/31/2021 12/31/2021	3/31/2023 3/31/2023	Limit - \$700,000 Limit Actual Cash Value \$1,000 Comp/Collision Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 *General Liability Deductible: \$5,000 B/PPD Per Occurrence
 *XCU is not excluded.
 *The General Liability policy includes a \$1,000,000 Contractors Pollution Limit.
 **Texas Workers' Compensation Policy - 0001209012
 **All Other States (incl California) - Policy 928708359384
 The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status
 See Attached...

CERTIFICATE HOLDER City of Long Beach Attention: City Clerk 201 Jeff Davis Avenue Long Beach MS 39560 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:
---	---

Minutes of August 2, 2022 Mayor and Board of Aldermen

AGENCY CUSTOMER ID: TFRENTE-02

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED T F R Enterprises Inc 601 Leander Drive Leander TX 78641	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

(Including Completed Ops) and General Liability, Automobile Liability and Workers' Compensation policies includes a blanket waiver of subrogation endorsement to the certificate holder when written contract requires such status.

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders when written contract requires such status.

The General Liability, Automobile Liability and Workers Compensation policy includes a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium, 10 days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

Excess Policy is Follow Form underlying the General Liability (Incl. Contractors Pollution), Automobile Liability and Employers Liability policies.

**Minutes of August 2, 2022
Mayor and Board of Aldermen**

Alderman McGoey made motion seconded by Alderman Brown and unanimously carried to approve the following contract with DebrisTech, LLC for Debris Monitoring, and authorize the Mayor to execute same:

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into effective as of the 19th day of July, 2022 (the "Effective Date"), by and between the CITY OF LONG BEACH, MISSISSIPPI (the "City") and DEBRISTECH, LLC, a Mississippi limited liability company (the "Contractor").

RECITALS

WHEREAS, the City desires to engage Contractor to perform certain Contractor Services (as hereinafter defined) and Contractor desires to perform such Contractor Services, all on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Duties of Contractor.** Effective as of the date of this Agreement, Contractor agrees to supply personnel as specifically requested in writing by the City to perform the services described in Exhibit A attached hereto (collectively, the "Contractor Services").
2. **Independent Contractor Relationship.** Contractor is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations in connection with the personnel supplied and services provided by Contractor pursuant to this Agreement, including, but not limited to, workers' compensation insurance and unemployment insurance. Nothing in this Agreement shall be deemed to create an agency, partnership, or joint venture between the parties, nor shall this Agreement be interpreted or construed as creating or establishing the relationship of employer and employee between the City and Contractor. Neither party hereto has the authority to act on behalf of or to enter into any contract, incur any liability or make any representation on behalf the other party. It is expressly understood that the Contractor is an independent contractor in every respect.
3. **No Exclusive Duty.** The Contractor shall devote sufficient time, attention, personnel and other resources to perform the Contractor Services, provided, however, the Contractor shall not be required to perform work exclusively for the City and Contractor may have other business interests and may engage in other activities in addition to those relating to the City.
4. **Term.** The term of this Agreement shall commence on the Effective Date and terminate on July 19, 2024, subject to the provisions of Paragraphs 5 and 6 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall continue for (1) additional one year term as set forth in Section 5 below or otherwise extended pursuant to mutually agreeable written terms

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5. Termination. Either party shall have the right to terminate this Agreement immediately upon written notice thereof to the other party, if such other party breaches any of the material terms of this Agreement or fails to perform or observe any of its material obligations hereunder, and such breach or failure is not cured within a period of thirty (30) days after the receipt by such party of written notice of such breach or failure specifying the nature of the breach or failure. The City or Contractor may terminate this Agreement without cause and at any time for any reason without any further obligation to the other party by providing the other party with thirty (30) days written notice. In the event of termination in accordance with this Paragraph, the City shall pay Contractor for services rendered (as set forth in Paragraph 6 of this Agreement) through the effective termination date and the City shall be liable for the same until such amounts are fully and finally settled.

(a) Authority to Modify, Change or Direct Work. The City understands and agrees it is important for the Contractor to receive any and all Project directives, changes, guidance and other scope-related correspondence (collectively "Directives") from authorized representatives of the City. As such, the City designates the below listed individuals as City representatives authorized to issue Directives to the Contractor on the City's behalf. In the event any additional City representatives are designated for this Project, the City shall promptly notify the Contractor of such designation(s) in writing. City-designated representatives: Griff Skellie, Civil Defense Director/Applicant Agent or David Ball, City Engineer @ david@overstreeteng.com

6. Compensation. The City will pay Contractor an hourly rate for the personnel provided by Contractor pursuant to the payment schedule attached to Exhibit B. For each hour of services provided by any Contractor personnel in excess of forty (40) hours per week, the City will pay Contractor at one and one-half times (1.5x) the hourly rate on Exhibit B. In addition, the City shall reimburse Contractor for all vehicle mileage and per diem expenses (including lodging and meals) incurred by the Contractor's personnel. Contractor agrees to track the number of hours worked per week and to provide invoices for services rendered to the City on a weekly basis. Payment shall be due from the City to the Contractor within fifteen (15) days of the regular meeting of the City Board of Aldermen immediately following receipt of the invoice. Pursuant to Miss. Code § 31-7-305(3), interest of one and a half percent (1.5%) per month shall accrue against any amounts overdue in excess of thirty (30) days. For any amounts more than sixty (60) days overdue, Contractor shall have the right to suspend its provision of the Contractor Services until such payment is received. In no event shall the amount payable under this Agreement exceed \$1,000,000 (the "Cap"). If the Contractor performs services such that the amount payable under this Agreement reaches the Cap, this Agreement shall automatically terminate unless the parties agree to amend this Agreement to increase the amount of the Cap.

7. Taxes. Contractor shall be solely responsible for the payment of all taxes and/or assessments imposed on the payments of compensation for the performance of services outlined herein, including, without limitation, any unemployment insurance or tax, self-employment tax, federal, state and foreign income taxes, and any federal social security payment or similar taxes (and Contractor shall provide evidence to the City, upon the City's request, that such have been paid). Notwithstanding, the City may withhold from any amounts payable under this Agreement

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such federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation; provided, however, that the City shall provide the Contractor with written substantiation of withholding and remittance of such taxes upon Contractor's request.

8. No Breach. Each party hereby represents and warrants to the other party that: (a) it has all right, power and authority to grant the rights granted herein and to perform all of its obligations hereunder; (b) by entering into this Agreement and performing the obligations herein, it will not breach or violate any agreement, charter, instrument or other document to which it is a party or otherwise bound; and (c) it is currently in compliance and, throughout the term of this Agreement, it shall comply, in all material respects, with all applicable laws, rules and regulations.

9. Non-Disclosure. In connection with the Contractor Services, the City may be exposed to certain information that Contractor considers to be confidential or proprietary, or which is otherwise designated by the Contractor as confidential or secret (collectively, "Confidential Information"). During the term of this Agreement and for three (3) years thereafter, the City: (a) shall use reasonable care to protect all Confidential Information it receives; (b) shall not use Confidential Information for any purpose unrelated to the Contractor Services; and (c) shall not, directly or indirectly, disclose any Confidential Information to any third party except to such of the City's employees, agents and representatives who have a need to know such information for purposes of the Contractor Services and are bound by confidentiality obligations no less restrictive than those imposed on the City under this Agreement. The City shall be responsible for any unauthorized disclosure or use of Confidential Information by the City's employees, agents and representatives.

The obligations set forth in this Paragraph 9 shall not apply to such Confidential Information which (i) is or becomes generally available to the public other than as a result of a disclosure by the City; (ii) was available to City on a non-confidential basis prior to its disclosure by the Contractor or its agents; or (iii) becomes available to City on a non-confidential basis from a source other than the Contractor or its agents.

Notwithstanding the foregoing, if City is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, City shall promptly notify the Contractor of such request(s) so that the Contractor may seek an appropriate protective order or waive compliance with the provisions of this Agreement. City agrees to cooperate fully with the Contractor in seeking any protective order. If, in the absence of a protective order or the receipt of a waiver hereunder, City is, nonetheless, in the reasonable opinion of their counsel, compelled to disclose any such Confidential Information or else stand liable for contempt or suffer other censure or penalty, then it may disclose such information pursuant to such request or requirement without liability hereunder.

10. Dispute Resolution.

(a) Should any dispute between the Parties arise under this Agreement (a "Dispute"), written notice of such Dispute shall be delivered from one party to the other and thereafter, the parties, through their appointed representatives or designees (each an

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“Authorized Representative”), shall first meet and attempt to resolve the Dispute in face-to-face negotiations. This meeting shall occur within thirty (30) days of the date on which a written notice of such Dispute is received from the complaining party.

(b) If no resolution is reached through the informal process set forth in Section 10(a) above, at the direction of either party’s Authorized Representative, the parties shall engage in non-binding mediation for a period of no less than sixty (60) days (or such longer period as may be mutually agreed by the parties) (the “Mediation Period”). The mediation shall be conducted in Long Beach, Mississippi by a single mediator mutually selected by the parties. The parties shall share equally in the fees of the mediator. If the Dispute remains unresolved following the Mediation Period, either party may seek any remedy at law or in equity that may be available. Any disputes shall be brought in the Circuit Court of Harrison County, Mississippi.

11. Relationship with Debris Removal Contractor. The City acknowledges and understands that the Contractor’s relationship with the debris removal contractor is limited to documenting the work that is performed by the debris removal contractor. The City further acknowledges that the Contractor does not direct the operations of the debris removal contractor nor does the Contractor have any control over the acts or operations of the debris removal contractor.

12. Insurance. Contractor shall maintain as a condition precedent to this Agreement an approved and satisfactory general comprehensive liability insurance policy in the minimum amount of \$1,000,000.00, and naming the City, its employees and elected officials as additional insureds. Such general comprehensive insurance, the premiums for which have been paid by the Contractor, shall cover any claim for damages of whatever nature brought by any person, corporation or business entity against the Contractor, the City, its employees, named insureds, or additional insureds, or any of them arising out of or in any manner connected with the services provided to the City. A certificate of insurance shall be provided by its producing agent to the City prior to the Contractor’s beginning work under this Agreement.

Contractor shall furnish the City as a condition precedent to this Agreement evidence of approved and satisfactory workers’ compensation insurance providing workers’ compensation insurance to Contractor’s employees, unless Contractor is not required by law to have such insurance coverage.

13. Assignment. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written consent of the City, which shall not be unreasonably withheld.

14. Solid Waste Disposal Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Solid Waste Disposal Act of 1965, as amended (42 USCA § 6901, et seq.).

15. Contract Work Hours and Safety Standards Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Contract Work Hours and Safety Standards Act, as amended (40 United States Code, Chapter 37).

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16. Clean Air Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Clean Air Act, as amended (42 U.S.C. §7401, et seq.).

17. Federal Water Pollution Control Act (Clean Water Act). During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Federal Water Pollution Control Act (Clean Water Act), as amended (33 U.S.C. § 1251 et seq.).

18. Energy Policy and Conservation Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable federal, state and local laws pertaining to energy efficiency, including but not limited to, the Energy Policy and Conservation Act, as amended (42 U.S.C.A § 6201 et seq.).

19. Byrd Anti-Lobbying Amendment. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Byrd Anti-Lobbying Amendment (42 U.S.C. § 1352, et seq.).

(a) The Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

20. Non-Discrimination. The Contractor will not discriminate against any person, employee or applicant for work or employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices as required by applicable law setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will received consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin.

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The Contractor, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and applicable regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation or national origin

The Contractor will furnish all information and reports required by Executive Order 11246 and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts for purposes of investigation to ascertain compliance with such rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will comply with all provisions of Executive Order 11246 and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will comply with all provisions of Executive Order 12250 Coordination of Grant-Related Civil Rates Statutes.

The Contractor will take steps to solicit employment, subcontractor, vendor, volunteer and other employment opportunities with respect to services provided to City under this Agreement from minority and women owned businesses.

21. Force Majeure. Except with respect to payment obligations under this Agreement, neither party hereto shall be liable for any failure to perform due to strikes, riots, civil disturbances, acts of terrorism, wars, failures or fluctuations in electrical power or telecommunications equipment, or any other cause beyond such party's reasonable control (each an "Event of Force Majeure"). The parties shall use their commercially reasonable efforts to minimize the consequences of any Event of Force Majeure.

22. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, without reference to principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

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If to Contractor:

DebrisTech, LLC
Attn: Brooks Wallace
925 Goodyear Boulevard
Picayune, Mississippi 39466

If to the City:

City of Long Beach
Attn: George Bass, Mayor
201 Jeff Davis Avenue
Long Beach, Mississippi 39560

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) The parties' respective rights under this Agreement are cumulative and either party's exercise or enforcement of any right or remedy under this Agreement will not preclude such party's exercise or enforcement of any other right or remedy which such party is entitled to enforce at law or in equity.

(e) Contractor's or the City's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right Contractor or the City may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(f) If any provision of this Agreement shall be deemed unlawful, void or unenforceable for any reason, it shall be deemed severable, and in no way shall effect the validity or enforceability of, the remaining provisions of this Agreement.

(g) This Agreement shall not be construed or interpreted in favor of or against Contractor or the City on the basis of draftsmanship or preparation of the Agreement.

(h) From and after the date this Agreement is signed by both City and Contractor, this Agreement shall supersede all prior and contemporaneous agreements and understandings between Contractor and the City, whether written or oral, with respect to the subject matter hereof.

(i) This Agreement can only be amended or modified in a written document signed by both Contractor and the City.

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(j) All rights and obligations of the parties hereto that either expressly, or by their nature, survive the expiration or termination of this Agreement shall survive such expiration or termination.

(k) This Agreement and any amendment, waiver, approval or consent relating hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The delivery by any party of an executed signature page to this Agreement or any amendment, waiver, approval or consent relating hereto by facsimile transmission or by electronic mail in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be, and shall be enforceable to the same extent as, an original signature page hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

IN WITNESS WHEREOF, the parties have executed this Independent Contractor Agreement as of the date first written above.

-CONTRACTOR-

-CITY-

DEBRISTECH, LLC

CITY OF LONG BEACH

By: _____
Brooks R. Wallace, Manager

By:  _____
George Bass, Mayor

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EXHIBIT A

SCOPE OF SERVICES

Scope of Work: - Specific tasks include, but are not limited to, the following:
Respondents must provide a technical overview for Debris Monitoring as to how they will respond to this event. A Historic and Environmental Preservation overview is also required in the response.

The scope of services as described below shall be considered a minimum standard to meet in responding to this RFP and/or providing services in the event the Respondent is awarded Debris Monitoring Service. The monitoring services Respondent shall be experienced and knowledgeable in handling and executing disaster debris removal and disposal monitoring in compliance and consistent with the policies and publications of MEMA and FEMA.

The City will designate a Project Manager that will act as the Point of Contact (POC) for each event. The POC may consist of a City Employee, or a Professional Contractor according to the type and size of any activation.

The Respondent will work with Project Manager by assisting in determining the amounts of debris prior to beginning services.

The Respondent will work with all associated teams including MEMA, FEMA, City, and Debris Removal Contractors as needed for timely project completions, cost effectiveness, and to maximize FEMA Category A reimbursements.

The Respondent will measure and certify all equipment associated with either the City Task Force or approved Disaster Debris Removal contractor(s).

The Respondent will be familiar with standard Mississippi Department of Transportation (MDOT) Traffic Control Measures and report to the Project Manager any safety issues or irregularities.

The Respondent will report any delays, issues or concerns by the City or Disaster Debris Removal Contractor to the Project Manager.

The Respondent will oversee all debris pick up sites as well as temporary and or final sites. Oversight will include GPS coordinates, addresses for pick up, and photographs. Handwritten Load tickets will either be provided by the City or by the Disaster Debris Removal Contractor. Should the Respondent be positioned to offer e-ticketing, a description should be included in the technical overview within the proposal for this service. Should the Respondent offer e-ticketing, future pricing for any additional devices and the hourly rates for any positions that may be utilizing the devices should also be included within the proposal for this service. Respondent will be required to state hourly pricing for flat rate without e-ticketing devices as well as with e-ticketing devices. Either handwritten or electronic tickets must be

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completed in detail for each line item. Photo documentation must be provided from cradle to grave and correlate with the load tickets.

Respondents will be responsible for providing an electronic document reflecting the cubic yards (or other units of measure) daily amounts to the City Project Manager that can be sent to MEMA and FEMA daily.

Respondent will be responsible for working sun-up to sun-down seven days a week unless directed differently by the City Project Manager.

As a minimum, the Respondent must provide sufficiently trained Personnel including a Project Manager, Field Monitors, Roving Managers, Fixed Site Monitors, Data Managers, and Clerical.

Respondent will be required to document any damage to City or private property caused by the Disaster Debris Removal contractor(s). Respondent should also document any City infrastructure damage caused by the event.

Respondent must be able to activate within 24 hours of notification to proceed by the City.

Respondent must certify that the company or any of its principals are not barred from performing any Federally Funded Projects including FEMA and the FHWA.

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**EXHIBIT B
PAYMENT SCHEDULE**

Positions	Hourly Rate
Project Manager	\$65.00
Operations Manager	\$55.00
Field Supervisor	\$45.00
Debris Site Tower Monitor	\$32.00
Loading Site Monitor	\$32.00
Admin Assistant	No Charge

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EXHIBIT C

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -Certification in accordance with Section 29.510 Appendix A,
C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONTRACTOR certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

- (2) The CONTRACTOR further certifies, to the best of his/her knowledge and belief, that:
 - (f) No 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 employee of a member of Congress in connection with the awarding 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.
 - (g) 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 Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

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The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONTRACTOR shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONTRACTOR for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONTRACTOR) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above CONTRACTOR) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Emergency Management Agency, in connection with the Agreement involving participation of federal disaster relief funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this day of _____, 20__.

DebrisTech, LLC

BY: _____
Brooks Wallace

ATTEST: _____

My Commission Expires: _____
Notary

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There came on for discussion the following MDOT Form LPA-100 for
Intersection Improvements Klondyke & 28th Street:

Date: 07/15/2022

Local Public Agency Projects MDOT Form LPA-100

Project Number: 108637-701000	County: Harrison
External Number: STP-9394-00(001)LPA	DUNS #: 02-5607524
Applicant: City of Long Beach	Phone: (228) 863-1556
Project Director: Kini Gonsoulin	
Address: 201 Jeff Davis	
City: Long Beach	State: MS
	Zip: 39560
Project Location: City of Long Beach - Intersection Improvements on 28th Street and Klondyke Road.	Zip: 39560-9123
Project Coordinates: B.O.P. Latitude: 30°23'1.63"N	B.O.P. Longitude: 89° 9'14.15"W
E.O.P. Latitude: 30°23'1.59"N	E.O.P. Longitude: 89° 9'11.41"W
Project Description: City of Long Beach -28th St Intersection	
Rails Diagnostic Survey: Not Required	
MPO: Yes	

Funding Method:


Federal Reimbursement	Special Match Credit: Yes
Construction: 80/20%	P.E.: 80/20%
P.E.: None	R.O.W.: 80/20%
R.O.W.: None	Other: 80/20%

Estimated Project Cost and Project Funding:

<u>Estimated Project Cost:</u>	<u>Total</u>	<u>Construction Project Funding</u>	
PE and Design Costs	\$177,600.47	<u>Available LPA Federal Aid Funds</u>	
Right-of-Way (ROW) Costs	\$75,000.00	State/Federal Funds	\$800,000.00
Other Costs	\$25,000.00	Awarded	
Sub-Total PE and Row Costs	\$277,600.47	State/Federal Share	\$800,000.00
Construction Cost	\$800,000.00	Local Share	\$397,600.47
Construction Eng. Const. Cost 5%	\$40,000.00	Total	\$1,197,600.47
Testing Const. Cost 5%	\$40,000.00	Actual funding and special match credit will be determined by the MDOT LPA Division before the construction advertisement based upon the eligibility of project work for federal aid participation and the available LPA allocation of federal aid funds.	
Contingency Const. Cost 5%	\$40,000.00		
Sub-Total Construction Cost	\$920,000.00		
TOTAL PROJECT COST	\$1,197,600.47		

APPROVED BY: George L. Bass, Mayor

PREPARED BY: Fred Tyner, Transportation Engineer



(Signature of Mayor, President, Board Supervisor, Agency Head)

Funds Checked by:
MDOT District LPA Rep:

(Signature)

Date: _____

After further discussion, Alderman McCaffrey made motion seconded by
Alderman Brown and unanimously carried to continue with the project as presented.

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Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Maintenance Service Agreement with Taylor Sudden Service for city generators, and authorize the Mayor to execute same:



**SUDDEN SERVICE, INC.
INDUSTRIAL PREVENTATIVE MAINTENANCE
SERVICE AGREEMENT**

AGREEMENT BENEFITS:

- Priority response over non-agreement customers.
- Pre-scheduled appointments.
- Lower locked in rates with consistent cost over non-agreement customers.
- Labor rate savings on non-maintenance related repairs.
- Detailed reports from our technicians.
- Consistent annual agreement dates .

Preventative Maintenance Agreement Includes:

Inspection Service – includes the 40+ point inspection.

Basic Service – performed annually includes:

- 40+ Point Inspection above plus.
- System testing of air, lubricating, fuel, electrical, controls, & transfer switch.
- Oil change with filter.
- Fuel filter change (only for diesel applications).
- Coolant testing and treatment if radiator cooled.

Full Service – performed every third year includes:

- 40+ Point Inspection plus.
- All Basic Service items plus.
- Replacement of belts and hoses.
- Replacement of battery.
- Replacement of coolant.
- Replacement of air filter.

Optional Services:

- Load bank testing.
- Fuel polishing service.
- Megger testing.
- InfraRed camera testing.
- Vibration testing.
- Generator rental during scheduled service (eliminates any possible outages).

you can depend on *Big Red*

SSI-223 (10/20)

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Taylor Sudden Service
5640 Commerce Blvd. East
Mobile, AL 36619
(251) 443-8402



Taylor Power Systems
947 Industrial Park Drive
Clinton, MS 39056
(601) 922-4444

STANDBY GENERATOR INDUSTRIAL MAINTENANCE SERVICE AGREEMENT 6/7/2022

Service Info:

Jeaneen Knight
Long Beach Police Dept.
201 Alexander
Long Beach, MS, 39560
Email: Jeaneen@cityoflongbeach.com

Billing Address:

Long Beach Police Dept.
201 Alexander
Long Beach, MS, 39560
Customer #: 39744100
Phone#: 228-865-1981

- I. Agreement Period: **July 1, 2022 to June 30, 2023**

- II. Services:
 - One Year Annual Agreement (Two visits per year)
 - One Basic Annual Service – see attached equipment list.
 - One Follow Up 41-Point Inspection --see attached equipment list.

- III. Equipment:
 - **Generac QT02524GNNNA**, Serial Number: **6842392**
 - One Basic Annual Service at **\$375.00—perform in July 2022**
 - One Follow Up 41-Point Inspection at **\$225.00—perform in January 2023**

 - **Kohler 80RZG**, Serial Number: **2176904**
 - One Basic Annual Service at **\$630.00—perform in July 2022**
 - One Follow Up 41-Point Inspection at **\$225.00—perform in January 2023**

- IV. Payment Terms:

You will be invoiced as each service is performed. Payment is net following receipt of invoice. No sales or use taxes are included in the pricing and will be added as applicable.

Please do not send payment; you will be invoiced.

- V. Activation of Agreement:

Your Signature activates this service and must be received by the agreement start date. Pricing is good for 60 days. No service will be scheduled until a signed agreement is received. You may mail to 5640 Commerce Blvd. East Mobile, AL 36619, fax to 251-443-9569 or email to sdunn@taylorbigred.com.

Taking Care of Our Customers is PRIORITY ONE!

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Taylor Sudden Service
5640 Commerce Blvd. East
Mobile, AL 36619
(251) 443-8402



Taylor Power Systems
947 Industrial Park Drive
Clinton, MS 39056
(601) 922-4444

VI. Taylor Sudden Service Disclaimer:

Taylor Sudden Service may or may not be the manufacturer of the equipment to which this Service/Preventative Maintenance Agreement applies. This Agreement does not modify or extend any manufacturer's originally issued warranty. Regularly scheduled service or preventative maintenance is necessary to extend the life of the equipment to which this agreement applies and make it more likely that the standby/prime power unit will provide power when needed; however, Taylor Sudden Service is neither an insurer nor guarantor of the equipment or the customer's product for which power is to be provided. INCIDENTAL AND CONSEQUENTIAL DAMAGES OCCURRING AS A RESULT OF THE FAILURE OF THE EQUIPMENT IS EXPRESSLY DISCLAIMED AND THE SOLE LIABILITY OF TAYLOR POWER SYSTEMS FOR ANY WORK PERFORMED UNDER THIS AGREEMENT IS LIMITED TO THE INVOICE AMOUNT OF THE AGREEMENT.

VII. Taylor Agreement Price: \$1,455.00 + applicable taxes

For questions on when your services will be performed or questions about service work that was done, contact the Inside Service Sales Supervisor that handles your agreement:

➤ *Stephen Holland 251-298-8731*

Accepted By: *George L. Bass* Date: *8-3-22*

Printed Name: George L. Bass

Prepared For: **Long Beach Police Department**

Prepared By:
Samuel Dunn
Inside PM Sales Rep.

Taylor Sudden Service - Generators

3750 Halls Mill Road, Mobile, AL 36693 · Phone: 251-443-8402 · Fax: 251-443-9569

Taking Care of Our Customers is **PRIORITY ONE!**

Minutes of August 2, 2022 Mayor and Board of Aldermen



Taylor Sudden Service
5640 Commerce Blvd. East
Mobile, AL 36619
(251) 443-8402



Taylor Power Systems
947 Industrial Park Drive
Clinton, MS 39056
(601) 922-4444

STANDBY GENERATOR INDUSTRIAL MAINTENANCE SERVICE AGREEMENT 5/9/2022

Service Info:

Jeaneen Knight
Long Beach City Hall
201 Jefferson Davis Highway
Long Beach, MS, 39560
Email: Jeaneen@cityoflongbeach.com

Billing Address:

Long Beach City Hall
201 Alexander
Long Beach, MS, 39560
Customer #: 12602000
Phone#: 228-383-1549

- I. **Agreement Period:** July 1, 2022, to June 30, 2023

- II. **Equipment:**
 - Caterpillar LC6, Serial Number: **G6B17451**

- III. **Services:**
 - One Basic Annual Service at **\$975.00 – perform July 2022**
 - One Follow Up 41-Point Inspection at **\$325- perform February 2023**

- IV. **Payment Terms:**
You will be invoiced as each service is performed. Payment is net following receipt of invoice. No sales or use taxes are included in the pricing and will be added as applicable.
Please do not send payment; you will be invoiced.

- V. **Activation of Agreement:**
Your Signature activates this service and must be received by the agreement start date. Pricing is good for 60 days. No service will be scheduled until a signed agreement is received. You may mail to 5640 Commerce Blvd. East, Mobile, AL 366109, fax to 251-443-9569 or email to sdunn@taylorbigred.com.

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VI. **Taylor Sudden Service Disclaimer:**

Taylor Sudden Service may or may not be the manufacturer of the equipment to which this Service/Preventative Maintenance Agreement applies. This Agreement does not modify or extend any manufacturer's originally issued warranty. Regularly scheduled service or preventative maintenance is necessary to extend the life of the equipment to which this agreement applies and make it more likely that the standby/prime power unit will provide power when needed; however, Taylor Sudden Service is neither an insurer nor guarantor of the equipment or the customer's product for which power is to be provided. INCIDENTAL AND CONSEQUENTIAL DAMAGES OCCURRING AS A RESULT OF THE FAILURE OF THE EQUIPMENT IS EXPRESSLY DISCLAIMED AND THE SOLE LIABILITY OF TAYLOR SUDDEN SERVICE FOR ANY WORK PERFORMED UNDER THIS AGREEMENT IS LIMITED TO THE INVOICE AMOUNT OF THE AGREEMENT.

VII. Taylor Agreement Price: **\$1,300.00 + applicable taxes**
Please do not send payment; you will be invoiced.

For questions on when your services will be performed or questions about service work that was done, contact the Service Sales Supervisor that handles your agreement:

➤ *Stephen Holland 251-443-8402*

Accepted By: _____

George L. Bass

Date: _____

8-3-22

Printed Name: _____

George L. Bass

Prepared For: **Long Beach City Hall**

Prepared By:

Samuel Dunn

Inside PM Sales Representative

Taylor Sudden Service - Generators

5640 Commerce Blvd. East, Mobile, AL 36619 · Phone: 251-443-8402 · Fax: 251-443-9569

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**STANDBY GENERATOR INDUSTRIAL MAINTENANCE
SERVICE AGREEMENT
5/26/2022**

Service Info:

Jeaneen Knight
Long Beach Fire Dept
645 Klondyke Rd
Long Beach, MS, 39560
Email: jeaneen@cityoflongbeach.com

Billing Address:

Long Beach Fire Department
201 Alexander
Long Beach, MS, 39560
Customer #: 39742100
Phone#: 228-865-1981

- I. **Agreement Period:** July 1, 2022, to June 30, 2023

- II. **Equipment:**
 - Kohler 80ROZJ81, Serial Number: 368440

- III. **Services:**
 - One Basic Annual Service at \$600.00 – perform July 2022
 - One Follow Up 41-Point Inspection at \$225- perform January 2022

- IV. **Payment Terms:**
You will be invoiced as each service is performed. Payment is net following receipt of invoice. No sales or use taxes are included in the pricing and will be added as applicable.
Please do not send payment; you will be invoiced.

- V. **Activation of Agreement:**
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**Minutes of August 2, 2022
Mayor and Board of Aldermen**



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VII. Taylor Agreement Price: **\$825.00 + applicable taxes**
Please do not send payment; you will be invoiced.

For questions on when your services will be performed or questions about service work that was done, contact the Service Sales Supervisor that handles your agreement:

➤ *Stephen Holland 251-443-8402*

Accepted By: _____

Date: _____

Printed Name: _____

Prepared For: **Long Beach Fire Department**

Prepared By:

Samuel Dunn

Inside PM Sales Representative

Taylor Sudden Service - Generators

5640 Commerce Blvd. East, Mobile, AL 36619 • Phone: 251-443-8402 • Fax: 251-443-9569

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**Minutes of August 2, 2022
Mayor and Board of Aldermen**



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Clinton, MS 39056
(601) 922-4444

**STANDBY GENERATOR INDUSTRIAL MAINTENANCE
SERVICE AGREEMENT
5/26/2022**

Service Info:

Jeaneen Knight
Long Beach Fire Dept
120 East 2nd St.
Long Beach, MS, 39560
Email: jeaneen@cityoflongbeach.com

Billing Address:

Long Beach Fire Department
201 Alexander
Long Beach, MS, 39560
Customer #: 39742100
Phone#: 228-865-1981

- I. **Agreement Period:** July 1, 2022, to June 30, 2023

- II. **Equipment:**
 - Kohler 250REOZJE, Serial Number: 2304863

- III. **Services:**
 - One Basic Annual Service at \$800.00 – perform July 2022
 - One Follow Up 41-Point Inspection at \$250- perform January 2022

- IV. **Payment Terms:**
You will be invoiced as each service is performed. Payment is net following receipt of invoice. No sales or use taxes are included in the pricing and will be added as applicable.
Please do not send payment; you will be invoiced.

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VII. Taylor Agreement Price: **\$1500.00 + applicable taxes**
Please do not send payment; you will be invoiced.

For questions on when your services will be performed or questions about service work that was done, contact the Service Sales Supervisor that handles your agreement:
➤ Stephen Holland 251-443-8402

Accepted By:  Date: 8-3-22
Printed Name: George L. Bass
Prepared For: **Long Beach Fire Department**

Prepared By:
Samuel Dunn
Inside PM Sales Representative

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There came on for discussion Quarles House/Gateway Project Civil Engineering, whereupon Alderman Parker made motion seconded by Alderman Brown and unanimously carried to authorize City Engineers Overstreet & Associates to perform engineering services as needed for these two projects.

**Minutes of August 2, 2022
Mayor and Board of Aldermen**

There came on for discussion ARPA Fund Premium Pay, whereupon Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to direct City Attorney Steve Simpson to determine what employees are eligible for ARPA Premium Pay so that it can be discussed at the next meeting on August 16, 2022.

Alderman Johnson made motion seconded by Alderman Brown and unanimously carried to schedule a work session to discuss Master/Strategic Planning on Tuesday, August 23, 2022 at 5:00 p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi.

Mayor Bass apprised the Board that no bids were received for the Bait Shop & Fuel Facility Removal RFQ and that City Engineer David Ball was in the process of obtaining two quotes for this service.

Based on the recommendation of Department Head Chief Seal, Alderman Brown made motion seconded by Alderman Johnson and unanimously carried to approve the following personnel matter:

Police Department:

- Termination, Police Officer 1st Class Herman Landry, effective July 28 , 2022

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to schedule two work sessions to discuss Fiscal Year 2022/2023 Budget on Tuesday, August 9, 2022, 5:00 p.m. and Tuesday, April 4, 2023, 5:00 p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi.

Fire Chief Skellie apprised the Mayor and Board of the status of Fire Station #3. He stated Harrison County Fire Chief Pat Sullivan was in agreeance with the conceptual drawings and would present it to the Harrison County Board of Supervisors.

Police Chief Seal apprised the Mayor and Board of recent active shooter training with the Long Beach School District.

**Minutes of August 2, 2022
Mayor and Board of Aldermen**

There came on for discussion the cleanliness of 106 N. Lang Avenue, assessed to Lloyd S. Bullard, Jr. After further discussion, it was the consensus of the Board to direct Building Official Mike Gundlach to contact Mr. Bullard to discuss the condition of his property before any action is taken.

The Mayor recognized the City Attorney for his report, whereupon no action was required or necessary.

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to adjourn until the next regular meeting in due course.

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Patrick Bennett, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Angie Johnson, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Mike Brown, Ward 5

Alderman Pete L. McGoey, Ward 6

Date

ATTEST:

Kini Gonsoulin, Deputy City Clerk