

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2013-47**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, ACCEPTING THE RANKINGS OF THE SUBMITTED PROPOSALS FOR BEACH CLEANING SERVICES FOR COCOPLUM AND SOMBRERO BEACH PARKS; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE HIGHEST RANKED PROPOSER – W.D. THOMPSON, INC., D/B/A BEACH RAKER IN AN AMOUNT NOT TO EXCEED \$87,326.40; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, City staff published a Request for Proposals for beach cleaning, maintenance and restoration services for CocoPlum and Sombrero; and

**WHEREAS**, the proposal submitted by W.D. Thompson, Inc. d/b/a Beach Raker – with a cost proposal of \$87,326.40 per year - was the highest ranked proposer; and

**WHEREAS**, the City receives reimbursement from Monroe County Tourist Development Council in the amount of \$108,021 annually for beach maintenance costs, which will cover the cost of this award as well as other beach maintenance costs; and

**WHEREAS**, staff is recommending the City Council accept the rankings of the submitted proposals for beach cleaning services for CocoPlum and Sombrero Beach parks and enter into a one year agreement with W.D. Thompson, Inc. d/b/a Beach Raker, with four one year renewal options to coincide with the Florida Department of Environmental Protection five (5) year beach cleaning permit.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, that:**

**Section 1.** The above recitals are true and correct and incorporated herein.

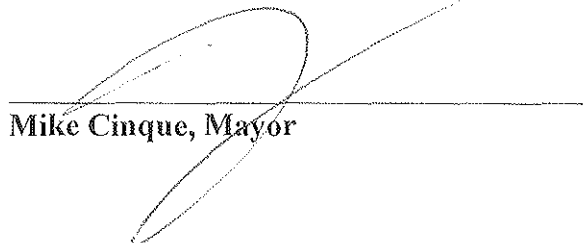
**Section 2.** The City Council accepts the rankings of the submitted proposals for beach cleaning services for CocoPlum and Sombrero Beach parks.

**Section 3.** The Agreement between the City W.D. Thompson, Inc. d/b/a Beach Raker to provide beach cleaning services at CocoPlum and Sombrero Beach parks in an amount not to exceed \$87,326.40, a copy of which is attached as Exhibit "A," together with such changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.

**Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 11<sup>th</sup> DAY OF JUNE, 2013.**

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**Mike Cinque, Mayor**

AYES: Snead, Bull, Keating, Ramsay  
NOES: Cinque  
ABSENT: None  
ABSTAIN: None

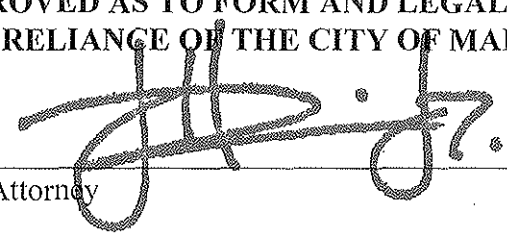
**ATTEST:**

  
\_\_\_\_\_

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

  
\_\_\_\_\_  
City Attorney

## CONTRACT

THIS CONTRACT is made this 12<sup>th</sup> day of June, 2013, by and between the City of Marathon, Florida (the "City") and Beach Raker (the "Contractor").

Pursuant to 4-1 vote taken by City of Marathon Council at the June 11, 2013 meeting on City Council Item 2113-47, the parties, for the consideration provided for below, mutually agree as follows:

1.1. **SCOPE OF WORK** -The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as outlined in the Detailed Specifications attached hereto.

1.2. **COMPENSATION/PAYMENT**

1.2.1. Contractor shall provide the City with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month at the rate of \$7,277.20 monthly (\$87,326.40 annually).

1.2.2. The City shall make payment on said invoices of approved amounts due that are not subject to set off, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.

1.2.3. The Contractor shall be compensated at the unit prices specified in the Proposal Schedule based upon the actual Work completed for the month.

1.3. **TERM**- This Agreement shall be effective October 1, 2013 and shall continue until September 31, 2014, with an option of (4) four year renewal to coincide with the required Florida Department of Environmental Protection (FDEP) 5 year permit. Any extension shall be effective upon receipt of a written notice from the City to the Contractor received no later than 30 days prior to the date of termination.

1.4. **CONTRACTOR'S DUTY TO INSPECT** -The Contractor has carefully examined the described rights of way, water management areas and similar planting areas and has made sufficient tests and other investigations to fully satisfy himself as to site conditions, and he assumes full responsibility therefore. The Contractor shall be responsible for the repair or replacement of any facility damaged by the Contractor.

1.5. **NON-WAIVER**- The approval, and/or acceptance of any part of the Work by the City shall not operate as a waiver by City of any other terms and conditions of the Agreement.

1.6. **PROTECTION OF PROPERTY AND THE PUBLIC**- The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this contract as follows:

1.6. 1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

1.6.2. The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and

obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

1.6.3. The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the City) and of any land adjoining any work sites, which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property. The same care shall be exercised by all Contractor's and subcontractor's employees.

1.6.4. Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

## **1.7. INDEMNIFICATION**

1.7.1. The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of Work under this contract, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

1.7.2. This indemnification obligation shall survive the termination of this Agreement.

1.7.3. The Contractor shall defend the City or provide for such defense, at the City's option.

1.7.4. The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this contract. Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City. Contractor shall be responsible for all claims as stated in 1.7.1 from including but not limited to: Florida Department of Environmental Protection Bureau of Beaches, Florida Fish & Wildlife Commission, Army Corps of Engineers, and other regulatory agencies.

## **1.8. CONTRACTOR'S EMPLOYEES**

1.8.1. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.

1.8.2. Contractor shall, upon receipt of a written request from the City, immediately exclude any employee of Contractor from providing Work under this Agreement.

1.8.3. The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.

1.9. VEHICLES AND EQUIPMENT -Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Agreement. All vehicles used by Contractor to provide services under this agreement shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The City may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.

1.10. INSURANCE-The Contractor shall provide and maintain during the life of this Agreement the following coverages.

1.10.1. "Worker's Compensation Insurance" in amounts as specified by Florida Law.

1.10.2. Comprehensive and general liability insurance shall be provided with a limit of \$1,000,000.00 each:

a. Comprehensive Auto Liability Insurance shall be provided with a limit of \$300,000.00 and the City shall be named as an additional insured.

b. Contractual Liability Insurance. The City shall be named as additional insured.

1.10.3. All insurance shall be obtained from companies that are licensed and authorized to do business in the State of Florida.

1.10.4. At the time of execution of this Agreement, the Contractor will file with the City certificates of such insurance that are acceptable to the City. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the City.

1. 11. ASSIGNMENT AND AMENDMENT -No assignment by the Contractor of this contract or any part of it or any monies due or to become due, shall be made, nor shall the Contractor hire a sub-contractor to perform its duties under this Agreement without prior written approval of the City. This Agreement may only be amended by the parties with the same formalities as this Agreement.

1.12. TERMINATION

1.12.1. Either party may terminate this Agreement without cause upon 30 days written notice to the other party.

1.12.2. Upon notice of such termination, the City shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

1.12.3. After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Agreement, and shall do so on the date specified in the notice of termination.

1.12.4. The City may terminate this Agreement upon five (5) days written notice if the Contractor defaults on any material term of this Agreement.

1.13. CHOICE OF LAW -This contract shall be governed by the laws of the State of Florida. Venue shall lie in Monroe County.

1.14. **ATTORNEY'S FEES** -In the event either party to this Agreement is required to retain legal counsel to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.

1.15. **ACCESS TO PUBLIC RECORDS-** The Contractor shall comply with the applicable provisions of Chapter 19, Florida Statutes. The City shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 19, Florida Statutes. The Contractor shall retain all records associated with this Agreement for a period of three (3) years from the date of Termination.

1.16. **INSPECTION AND AUDIT-** During the term of this Agreement and for three (3) years from the date of Termination the Contractor shall allow City representatives access during reasonable business hours to Contractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the City determines the Contractor was paid for services not performed, upon receipt of written demand by the City, the Contractor shall remit such payments to the City.

1.17. **SEVERABILITY** -If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

1.18. **WAIVER OF JURY TRIAL-** The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.

1.19. **COUNTERPARTS-** This contract may be signed in one or more counterparts, each of which, when executed shall be deemed an original and together shall constitute one and the same instrument.

1.20. **NOTICES** -Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

City:

City of Marathon  
9805 Overseas Highway  
Marathon, FL 33050  
Attention: Roger Hernstadt, City Manager

Contractor:

Beach Raker  
220 NE 13 Street  
Pompano Beach, Florida 33060  
Attention: Timothy Greener, President  
954-560-3906

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest: CITY OF MARATHON

By: Diane Clavier  
Diane Clavier, City Clerk

By: [Signature]  
Roger T. Hernstadt, City Manager

By: [Signature]  
City Attorney

Signed, sealed and witnessed in the presence of:  
As to Contractor:  
Beach Raker

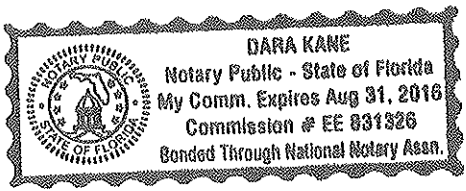
By: [Signature]  
Dara Kane - notary  
for Timothy Greener.

By: [Signature]  
Timothy Greener, President

(\* ) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

STATE of FL  
County of Broward

The forgoing instrument was acknowledged before me this 13th day of June, 2013 By Timothy Greener, who produced FLDL as identification.



[Signature]  
Dara Kane.

**City of Marathon**  
**RFP No. PR-Beaches 2013/DL**



**Beach Cleaning and Maintenance Services**  
**Sombrero and Coco Plum Beaches**

**Submitted by:**

**Beach  
Raker**

beach cleaning, beach sanitizing.

**220 NE 13<sup>th</sup> Street, Pompano FL 33060**

**Telephone: 954-560-3906**

**Fax: 561-892-0344**

**[www.beachraker.net](http://www.beachraker.net)**



# Beach Raker

beach cleaning, beach sanitizing.

WD Thompson Inc., d/b/a Beach Raker  
220 NE 13<sup>th</sup> Street, Pompano FL 33060  
Monroe & Dade: 954-560-3906  
Broward & Palm Beach: 561-676-2184  
Fax: 561-892-0344  
www.beachraker.net

May 16, 2013

Debbie London  
City of Marathon, Community Redevelopment  
9805 Overseas Highway,  
Marathon, FL 33050

Debbie,

It is with great pleasure that we submit this proposal for beach cleaning services for the City of Marathon. Beach Raker provides beach cleaning services for cities, towns, condominiums, resorts and private estate homes throughout Florida. We own specialized beach cleaning equipment and have developed our methods based on over thirty years of experience cleaning beachfront properties in the most densely populated areas of the Florida coast line.

**We are proposing to locate our specialized beach cleaning equipment, a Kubota M108 Tractor with seaweed rake and a Barber Surf Rake, at a site that we have identified in the City of Marathon, and we intend to hire a local operator to perform this contract. This will allow us to work closely with the City's personnel to provide the City with an immediate response to all of their beach cleaning and maintenance needs.**

In this RFP response, we have provided an overview of our cleaning methods with photos of our equipment. We believe our experience in beach repair, erosion control, and specialized beach cleaning methods will set us apart from our competitors. We work closely with Florida Fish & Wildlife Conservation Commission (FFWCC), and the Florida Department of Environmental Protection (FDEP) to ensure we are compliant with all of the regulations regarding beach cleaning, turtle nesting, beach erosion control, and restoration methods. **We are one of only two beach cleaning organizations authorized by the State of Florida to reestablish washed out Turtle Nests after severe storms.** This enables our City and Town clients to have their public beaches cleaned and accessible to the public immediately after a severe storm event.

Beach Raker has approximately 200 clients in Dade County, Broward County, and Palm Beach County covering approximately 45 miles of beachfront. We have included a list of our municipal client references in this proposal.

We look forward to cleaning, and preserving the beaches of Sombrero and Coco Plum in the near future.

Yours sincerely,



Timothy Greener  
President  
**W.D. THOMPSON INC.**  
**d/b/a BEACH RAKER**

**Tele: 954.560.3906**  
**Cell: 561-252-0102**  
**tim@floridabeachraker.com**

SECTION 00400  
PROPOSAL

Proposal of W. D. THOMPSON d/b/a BEACH RAKER  
(name)  
220 NE 15<sup>th</sup> ST, Pompano Beach, FL 33060  
(address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

Beach Cleaning and Maintenance Services  
(Sombrero and Coco Plum Beaches)".

TO: City of Marathon  
9805 Overseas Highway  
Marathon, Florida 33050

Attention: City Clerk

The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Proposal of the contract to which the Work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making Proposals or Proposals and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Proposer further declares that he has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Proposers, Contract, Proposal, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form and Insurance requirements and he has read all addenda prior to the opening of Proposals, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this Proposal pertains.

The Proposer proposes and agrees, if this Proposal is accepted, to timely execute a contract with the City in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Proposal and Contract, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

***NOTE: THIS SCHEDULE OF PROPOSAL ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF PROPOSAL ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.***

The Proposer further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the contract form.

The Proposer agrees to execute a contract and furnish the executed contract, insurance certificates, and other required information to City within ten (10) ten calendar days after written notice of the award of contract. Failure on the part of the Proposer to timely comply with this provision shall give City all rights and remedies set forth in the Instructions to Proposers.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the contract and the City. However, in utilizing the schedule, the Proposer agrees that in no event shall compensation paid to the Proposer under the contract exceed the dollar amount of the Proposer's Proposal amount. As set forth in the attached Proposal form.

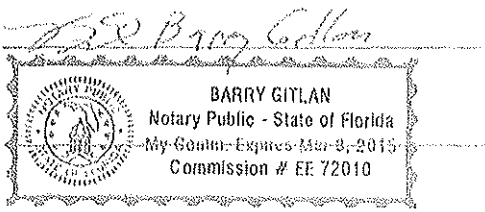
It is intended that all Work to be performed under this Proposal shall commence (October 1, 2013).

In no event shall City be obligated to pay for work not performed or materials not furnished.

Proposer's Certificate of Competency No. BUSINESS TAX RECEIPT # 13-00053307  
(SEE ENCL0060)

Proposer's Occupational License No. FDCP PERMIT MONROE COUNTY by the City of MARATHON

WITNESS



By: [Signature] 8/1/13  
Signature of Authorized Agent

(SEAL)

Hours required for each cleaning Coco Plum 4 hours  
Hours required for each cleaning Sombrero 3 hours

\$ Amount Per Cleaning Coco Plum \$ 572.51  
\$ Amount Per Cleaning Sombrero \$ 267.17

Total Coco Plum based on 104 cleanings per year \$ 59,540.73  
Total Sombrero based on 104 cleanings per year \$ 27,785.67

This Agreement shall be effective upon execution by both parties and shall continue through September 30, 2014. The City may, at it's sole option extend this Agreement on the same terms and conditions for an additional term of (2) two, one (1) year extensions. Such extension shall be effective upon receipt of written notice from the City to the Contractor received no later than 30 days prior to the date of termination.



# CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, Florida 33060  
Phone: (305) 743-0033 Fax: (305) 743-3667  
www.ci.marathon.fl.us

## RFP – Beach Cleaning and Maintenance RFP No. 2013-PR-Beaches-DL Addendum 1

Date issued: 4.19.2013

1. The RFP opening has been delayed until Friday, May 17, 2013.
2. Evaluation and Award of proposals will be approximately 3 weeks after that date.
3. Updated DEP requirements attached and replaces paragraph B.1, page 10.  
The City will obtain DEP permit.
4. Approved dumping site -- Long Key transfer station. Bidders to submit dump site tickets to City - dumping fees to be paid by City. Bidders should consider travel time and expenses in per cleaning amount.
5. Bid prices on page 13 revised and bidders must provide hourly rates and cleaning bid in the following format to be considered responsive:

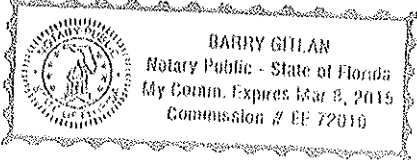
Equipment Type	Operator Hourly Rate	Travel Time Required (in hours)
Please Refer to Beach Raker Hourly Table Next Page		

Estimated Hours required for each cleaning Coco Plum 4 hours  
 Estimated Hours required for each cleaning Sombrero 3 hours

Estimated Amount Per Cleaning Coco Plum \$ 572.51  
 Estimated Amount Per Cleaning Sombrero \$ 267.17  
 (cleanings should include travel time/expense to Long Key)

Total Bid Amount Coco Plum based on 104 cleanings per year  
 \$ 59,540.73  
 Total Bid Amount Sombrero based on 104 cleanings per year  
 \$ 27,785.67  
 Grand Total Both Beaches  
 \$ 87,326.40

Name of Company W.D. THOMPSON d/b/a BEACH RAKER



ANDREW GREENER *[Signature]*

*[Signature]* Barry Gillan 5/17/2013

**Beach Raker Hourly Rate Table -**  
for Additional Cleaning (in addition to the 2-days specified in the contract) & Emergency Response

<b>Equipment Type</b>	<b>Hourly Rate</b>	<b>Travel Time</b>
* Tractor 108HP w/front blade & seaweed rake	\$105.00	On-site
* Tractor 108HP w/Barber Surf Rake	\$165.00	On-site

<b>Equipment Type</b>	<b>Hourly Rate</b>	<b>Travel Time</b>
Equipment Operator	\$35.00	3.5 HRS
* Tractor 108HP w/front-blade & seaweed rake	\$105.00	3.5 HRS
* Tractor 108HP w/Barber Surf Rake	\$165.00	3.5 HRS
* Sandman 850	\$150.00	3.5 HRS
* Cherrington 3000	\$250.00	3.5 HRS
* Cherrington 740 XL	\$250.00	3.5 HRS
* Ford F-650 truck	\$145.00	3.5 HRS
* ASV RC-60 Posi	\$250.00	3.5 HRS

\* Please note hourly rate includes operator and equipment costs.

Please note there is a \$150 mobilization cost for bringing the equipment in the second tier to the project, as this will not be stored onsite.

We will store one Tractor and one Barber Surf Rake onsite for this project.

**3.1 SCOPE OF WORK** -- Beach Raker shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to perform complete Beach Cleaning, and Maintenance Services for the City of Marathon's Sombrero and Coco Plum beaches.

Beach Raker confirms that all mechanical beach cleaning activities designed to remove debris from the beach or redistribute debris on the beach through the use of motorized vehicles or other mechanical means shall comply with the following standards:

(1) Timing. Beach cleaning shall be confined to daylight hours during the sea turtle nesting season which lasts from April 15 to October 31.

(2) Mode of operations. **(During the sea turtle nesting season):**

- Beach cleaning operators shall be educated to identify a sea turtle crawl (turtle tracks), recognize and avoid a sea turtle nest and report nests and/or crawls immediately to the City.
- Beach cleaning operations shall be conducted in a manner that does not disturb sea turtle nests.
- Beach cleaning operations shall be conducted using light-weight motorized vehicles having wide, low-profile, low-pressure tires, or hand raking.
- Beach cleaning devices used for removing debris from the beach shall be designed and/or operated such that they do not penetrate beach substrate by more than two (2) inches.
- Beach cleaning operations shall be conducted so that all excess raked material must be removed from the beach and disposed of properly or stored in an upland area as approved by the City. Contractor may be required to obtain special approval from the Florida Department of Environmental Protection, for incorporating limited quantities of organic material into the substrate in order to enhance the beach/berm system.

(3) Coordination of beach cleaning operations with State-sanctioned scientific studies. All beach cleaning operations shall be coordinated through the State to ensure that these operations do not interfere with State-sanctioned scientific studies or surveys of sea turtle nesting activities.

(4) Authorization. Any person performing mechanical beach cleaning operations must have a current permit from the Florida Department of Environmental Protection for the area being cleaned.

## Beach Cleaning & Maintenance Program

Sombrero Beach – Beach Raker will clean and maintain the entire length of beach including the sand volleyball courts (approximately 1,400 feet of beach frontage). Beach Raker will not damage or remove the volleyball court boundaries.

Coco Plum Beach – Beach Raker will clean and maintain the entire length of beach from the mean high water line to the sustained turf line (approximately 3,000 feet of beach frontage).

*1. In order to comply with the Florida Department of Environmental Protection, beach cleaning permit conditions (pursuant to subsection 62B-33.00511 Florida Administrative Code), the City will require removal and proper disposal of accumulated debris (biotic or abiotic) from the beach immediately after cleaning has been performed. Incorporating existing seaweed or sea grass into the beach dune system for purposes of erosion control, to promote vitality to the dune vegetation or for any other reasons, will require approval from the City prior to commencement of the work.*

We have a fleet of (10) ten tractors equipped with specialized rakes that we have designed and specially fabricated for dealing with the unique conditions found on the beach. Our operators hand pick trash, man-made debris, and recyclables out of the seaweed before we rake it. We place the trash and recyclables in containers at the back of the tractor held by the steel basket above the seaweed rake. The biotic and abiotic material is removed from the beach immediately after each cleaning is performed.

We also own six (6) Barber Surf Rakes that we use to pick up seaweed, and remove the seaweed from the beach when needed. Once the seaweed is removed from the beach, we can transport it to the County landfill (if desired by the City) with our dump truck or incorporate it in the dune system.

As far as the seaweed itself, we believe this natural vegetation is a valuable component of the beach ecosystem. On days with light seagrass, we rake, and cover the seagrass with sand at the tide line in order to help preserve, and build up the beach. In the event of extraordinary amounts of seagrass, we are capable of relocating the seagrass for dune reconstruction at the direction of the City. (We will remove all debris, litter, tar, etc., before any seagrass is used for reconstruction).

We own a Ford 650 hydraulic dump truck, and (2) trailers which are capable off hauling seaweed, recyclables, and trash once the materials are removed from the beach. We will use the combination of our Kubota Tractors, and Barber Surf Rakes to remove the materials from the beach to the trailer or truck when needed.

*2. Provide erosion control and beach repair with existing seagrass to stabilize the profiles and enhance the dune system to promote vitality to the dune vegetation and sustain the contour of the beach against wave action upon request.*

We provide erosion control for all of our clients, including the City of Pompano Beach, Town of Lauderdale by the Sea, The Town of Hillsboro and The City of Dania Beach. We are often called on by our municipal clients to shore eroded or deteriorated walkways by moving fill into place around them with sand and/or seaweed, grading storm cut escarpments, removing threatening debris from the beach, and using excessive seaweed deposits to enhance the dune system and sustain the contour of the beach against wave action. All work is performed in accordance with FDEP and FWC regulations, and any major erosion control measures will be coordinated with the City prior to commencing any work activity.

We use a combination of our Kubota tractors with front mounted blades, and our two Kubota tractors with front-end loader attachments for erosion control and beach repair. The front-end loaders are capable of lifting over 3,000 pounds. We also own an ASV RC-60 which we use in areas that are difficult to navigate, to grade and contour the beach when requested, as well as move sand away from lifeguard stands, beach entrances, and other accumulation areas.

We perform escarpment leveling for Coastal Systems International, and the Town of Hillsboro for their recently completed beach restoration project. This erosion control service is performed year round including Sea Turtle Nesting Season, under the guidance of FWC, FDEP and the Broward County Sea Turtle Conservation Program. We are able to perform this work during Turtle Nesting Season, because of the investment that we have made in Trimble GeoXT 6000 Sub-Meter GPS technology to accurately mark and monitor turtle nests to ensure escarpment work does not disturb turtle nesting activity.

Beach Raker will be available to perform these erosion control and beach repair services on an emergency basis and will respond to the request of the City of Marathon for the correction of hazardous conditions as promptly as possible, as we do for all our clients.

**Please note for this contract we intend to permanently locate our equipment in a storage yard across from Coco Plum Beach. We intend to keep at a minimum, one tractor with front mounted blade and one Barber Surf Rake at this storage space for the duration of the contract. We also intend to hire a local operator who will be responsible for maintaining this equipment and responding to the City's needs when needed in addition to the scope contract work. We believe this is the best and only way to ensure the City has the equipment and personnel they need near the work site in order to effectively respond to natural events such as heavy storms, and excessive seaweed deposits.**

*3. Pick up, haul and dispose of debris and litter encountered on the beach.*

We hold 40-Hour Hazardous Waste Operations and Emergency Response (HAZWOPER) certification as recognized by Occupational Safety and Health Administration (OSHA) to ensure the safety of the public, and our employees during cleanups, and emergency hazardous response. In 2010 three of our employees were also



certified by OSHA to supervise oils spill residue from the beach during the Deepwater Horizon Oil Spill.

Before we rake the seaweed at the tide line, our operator will hand pick the trash, debris, recyclables and man made material from the seaweed and deposit them in containers that are held on the back of the tractor in a customized basket above our rake. A majority of the time, the tractor and specialized seaweed rake will be able to cover the seaweed with sand at the tide line. During excessive deposits of seaweed, we have the capability of using our Barber Surf Rakes to collect and remove seaweed from the beach.

We own a Ford 650 hydraulic dump truck, and (2) trailers which are capable off hauling seagrass, recyclables, and trash once the materials are removed from the beach. We will use the combination of our Kubota Tractors, and Barber Surf Rakes to remove the materials from the beach to the trailer or truck.

*4. Provide tilling service (except during sea turtle nesting season). The beaches are to be tilled a minimum of once a year to a minimum depth of 24" from south of the dune line to the mean high water line with sufficient overlapping and crisscrossing as to ensure complete coverage throughout. All debris, rocks, etc. brought to the surface as a result of the tilling are to be removed and properly disposed of. This event should be coordinated with the City.*

We perform tilling services for the Town of Hillsboro and Coastal Systems International as part of the conditions associated with their recently completed beach re-nourishment project. We have a specialized rear mounted tiller that we use for tilling the beach. We will till to a minimum depth of 24 inches from just east of the dune line to the mean high water line. Each pass will overlap to ensure the complete area is tilled appropriately. All tilling work will be performed in accordance with FDEP and FWC regulations. All tilling work will be coordinated with the City of Marathon prior to commencing any tilling activities on the beach.

*5. In the event of a major storm or act of nature, deposits of excessive amounts of sand or seaweed on the beach, Contractor may need to cease cleaning services until the City determines requirements for Intergovernmental Agency assistance.*

We will coordinate all major beach cleaning activities with the City of Marathon prior to commencing cleanup after major storms or acts of nature, deposits of excessive amounts of sand or seaweed on the beach.

*6. Contractor shall provide an hourly rate table listing operators and standard equipment for use in special cases as described in 5. above. Contractor may be required to provide a proposed change order based on these defined hourly rates for City approval for the removal or grading of the excessive sand or seaweed deposits as may be required to return the beach to its normal condition as soon as possible. Contractor shall be reimbursed at cost for approved debris removal dump site fees with corresponding dump site tickets.*

Please find enclosed an hourly rate table listing operators and standard equipment for use in special cases as described in item #5 above. Please note; during a full calendar year most beaches will experience times of excessive seaweed, and times of lower seaweed deposits. We will not charge the City of Marathon for minor erosion control and beach repairs that can be performed during the regular clean up periods involved with this contract. We consider these repairs minor and part of the base contract work. **As for the current accumulation of seaweed at Coco Plum beach, we believe it will take approximately two weeks, at a minimum, to remove or rake the seaweed that the current contractor has left in place and allowed to accumulate on the beach.** We have included this work in the base amount of our proposal. This is also the main reason we feel that our equipment should be stored locally in the City of Marathon to avoid an accumulation of seaweed similar to this nature in the future. It appears as though Coco Plum experiences heavier volumes of seaweed, and therefore we have selected our storage yard less than five (5) minutes away driving distance from this location to facilitate the initial cleanup and continued preservation of this beachfront. Please note we do not intend to truck seaweed to the transfer station in Long Key after each of the 104 cleanings requested for Coco Plum and Sombrero Beach. Once the initial cleanup has been completed for Coco Plum (which will require trips to the Long Key Transfer station, and we have figured these costs into our base bid amount). We intend to keep a roll-off container at our storage yard for trash, debris, and excess seaweed taken from the beach. This will minimize the truck, fuel, labor and transportation wear and tear costs associated with hauling the seaweed and debris after every cleaning to the landfill, 32 miles, round trip, from the project site.

*7. Contractor shall use its best efforts to observe and immediately notify the City of any sea turtle nesting, attempted nesting or crawl activity in the contract areas. The Contractor shall further coordinate and cooperate with State agencies and sea turtle conservation organizations in nest removal or relocation (if necessary or allowed) and in monitoring any nest hatching and reschedule work activities (if necessary) for such purposes.*

We work very closely with the Turtle Nesting Monitors on the beaches we clean in Palm Beach, Broward and Dade Counties, along with representatives from Florida Fish and Wildlife Conservation Commission, and Broward County Environmental Protection to ensure we are in compliance with all marine turtle nesting conditions. All of our operators are trained and experienced to recognize turtle tracks, and capable of reporting this activity to the City of Marathon if needed.

We take extreme precaution to ensure our beach cleaning operations do not disturb sea turtle nesting activity. We follow, and abide by all guidelines outlined by Florida Fish & Wildlife Conservation Commission (FFWCC) in regards to mechanical beach cleaning activities during marine turtle nesting season which includes but is not limited to ensuring our equipment does not penetrate the beach sand more than two (2) inches. All of our cleaning equipment has low tire pressure (no more than 10 P.S.I). Our operators are

confined to work during daylight hours while in turtle nesting season which lasts from April 15<sup>th</sup> to October 31.

Also, Beach Raker is one of two beach cleaning organizations authorized by the State of Florida to reestablish washed out Turtle Nests after severe storms. We have made a significant investment in Trimble GeoXT 6000 Sub-Meter GPS technology to accurately mark and monitor turtle nests. Each week our GPS specialist surveys the entire beach locating and logging to within 30 inches the GPS coordinates of each Sea Turtle Nest. This information is downloaded to the ESRI ARC Map data system located on our two supervisors laptops. In the event of a severe storm our supervisors are authorized by FWCC to use this data to reestablish the Turtle Nests. This enables our City and Town clients to have their public beaches cleaned and accessible immediately after a severe storm.

As part of our service in Broward County, we send weekly turtle nest reports for the areas we service in Broward County to Lou Fisher, Broward County Environmental Protection. We have provided his contact information below. These reports list each turtle nest number, date the nest was discovered, turtle species, and GPS satellite location which we acquired in the field with the Trimble GPS unit. This season we have marked the coordinates of 2,400 turtle nests. Last year, we reestablished over 500 sea turtle nests that were washed over during Hurricane Isaac, using our Trimble sub-meter GPS technology. This allowed us to resume beach cleaning services for our clients without any interruption in service.

Lou Fisher  
Natural Resource Specialist III, Marine Section  
Environmental Protection and Growth Management Department  
115 South Andrews Avenue, Fort Lauderdale, Florida 33301  
954-519-1255; 954-519-1496 fax  
[lfisher@broward.org](mailto:lfisher@broward.org)

*8. Provide a list of equipment to the City that is capable of accomplishing the specialized tasks required for the work as outlined above.*

Please find enclosed a list of our equipment for beach cleaning and beach maintenance services.

*9. Provide a list of references of similar projects and contracts in the last 5 years.*

Beach Raker has approximately 200 clients in Palm Beach, Broward and Dade Counties, covering approximately 45 miles of beachfront. Our largest client is the City of Pompano Beach, which we have serviced for over 20 years. Our next largest client is the Town of Lauderdale-by-the-Sea, which we have also serviced for 20 years. We have also recently started to perform beach cleaning and maintenance services for the City of Dania Beach. Each of these contracts was won in the past 5 years through a competitive bid process.

We provide daily beach cleaning and sanitizing services to each of these clients. Below is the contact information for these accounts:

The City of Pompano Beach:

Russell S Ketchem, Solid Waste Manager,  
City of Pompano Beach, 1190 NE 3rd Ave., Bldg B, Pompano Beach, FL 33060  
Phone: 954-545-7011. • email: [Russell.Ketchem@copbfl.com](mailto:Russell.Ketchem@copbfl.com).

The Town of Lauderdale-By-The-Sea:

Don Prince, Director of Municipal Services,  
4501 N. Ocean Drive, Lauderdale-By-The-Sea , FL 33308  
Phone: 954-640-4233 • email: [donp@lbts-fl.gov](mailto:donp@lbts-fl.gov)

The City of Dania Beach

Mark T. Felicetty, Director of Parks & Recreation  
City of Dania Beach, FL  
Phone: 954-924-6800 x 3730  
email: [mfelicetty@ci.dania-beach.fl.us](mailto:mfelicetty@ci.dania-beach.fl.us)

*10. Provide a copy of Florida Department of Environmental Protection beach cleaning permit.*

Addendum #1 issued on April 19<sup>th</sup>, 2013, Condition #3 states - The City will obtain DEP permit.

We respect the City of Marathon's decision to obtain their own beach cleaning permits.

Please find enclosed our beach cleaning permits for Dade and Palm Beach County, specifically special condition #7 for Dade County / #9 for Palm County.

*Burial or storage or any debris (biotic or abiotic) collected is prohibited seaward of the vegetation line, frontal dune, or coastal armoring; however, in accordance with Florida Statute §161.053(1)(c)(3), the burial of seaweed in areas below the high tide, wrack or debris line is an exempt activity. Removal of accumulated debris from the beach must occur immediately after cleaning has been performed.*

Working with the FWCC and FDEP in Tallahassee, we have confirmed that we have the right to bury seaweed below the tide line in Palm Beach, Broward, and Dade County. We will request the same permit conditions for Monroe County. Burying seaweed below the tide line is the most economical way to deal with the seaweed that has accumulated on the beach in Coco Plum, and it helps build the coastal armoring system. If it is determined that burying seaweed below the tide line will not be permitted (and for the purposes of this bid we are going by the bid specifications that state all debris must be removed from the beach), we will comply and of use a combination of our rake tractors and barber surf rakes to remove the seaweed that has accumulated on Coco Plum Beach. Please note we have been operating in Broward, Palm Beach, and Dade County since

July 2012 without burying seaweed on the beach. The purpose of including our permits from Palm Beach and Dade County is to demonstrate our ability to represent the City's behalf, and successfully reach an outcome that is environmentally friendly, approved by the proper governing bodies, and beneficial to the public - economically and aesthetically. We hope to one day represent the City of Marathon in this same capacity.

W. D. Thompson d/b/a Beach Raker

Equipment List

PR-Beaches 2013/DL

ITEM	MANUFACTURER	USE	AGE AND CONDITION	OWNER
(10)* Tractors	Kubota M108SHDC	Beach Raking & Sanitizing	8/23/2012 (newest tractor)	Beach Raker
(10)*Tractor Seaweed Rakes	Custom Fabricated	Seagrass Raking, Beach Cleaning	8/23/12	Beach Raker
(2)* Front-end Loaders	Kubota LA 1403	Erosion Control, Beach Repair	9/20/12	Beach Raker
ASV	RC-60 Posi Track	Erosion Control, Beach Repair	5/20/08	Beach Raker
(5)* Barber Surf Rake	Barber Surf Rake 600HD	Beach Sanitizing	2/1/10	Beach Raker
(1)* Barber Surf Rake	Barber Surf Rake 400HD	Beach Sanitizing	7/17/12	Beach Raker
Cherrington Sifter	Cherrington 3000	Sand Sifting	10/1/12	Beach Raker
Cherrington Sifter	Cherrington 740XL	Sand Sifting	10/1/12	Beach Raker
(2)* Barber Sandman	850 Walk Behind	Sand Sifting	10/1/11	Beach Raker
Dump Truck	Ford F-650	Debris & Trash Removal, Transport	1/1/2000	Beach Raker
Truck	GMC Sierra	Debris & Trash Removal	2/1/2013	Beach Raker
Truck	GMC Sonoma	Debris & Trash Removal	4/28/2008	Beach Raker
RTV	Kubota RTV 900	Debris & Trash Removal	4/6/2012	Beach Raker

()\* Parenthesis noted above denotes quantity of equipment.

SECTION 00410  
SUPPLEMENT TO PROPOSAL/TENDER FORM  
THIS FORM MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE  
DEEMED RESPONSIVE.

QUALIFICATION STATEMENT

The undersigned "Beach Raker" guarantees the truth and accuracy of all statements and the answers contained herein.

*1. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)*

*1.1. The correct name of the proposer is:*

W. D. Thompson Inc. d/b/a Beach Raker

*1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).*

Corporation

*1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:*

Tim Greener -- President  
Andrew Greener -- General Manager  
Ray Thompson -- Operations Manager

*2. The address of the principal place of business is:*

Beach Raker  
220 NE 13<sup>th</sup> Street  
Pompano Beach, FL  
33060

*3. Company office and cellular telephone numbers:*

Office: 954-560-3906  
Cellular: 561-676-2184

*4. Company Identification numbers for the Internal Revenue Service:*

EIN #59-1819074

5. *Monroe County and City of Marathon Occupational License Number, if applicable, and expiration date (enclose copies).*

We currently operate our business in Broward County in the City of Pompano. Our Occupational Licenses are enclosed. If we are successful in winning the City's contract we will apply for Occupational Licenses for Monroe County and City of Marathon.

6. *Copies of current Florida Department of Environmental Protection Beach Raking Permit.*

Please find enclosed copies of our FDEP beach cleaning permits for Palm Beach and Dade County.

7. *How many years has your organization been in business as a Beach Cleaning Contractor?*

We have been providing beach cleaning services to beachfront municipalities for over 34 years.

8. *Describe FDEP permitted Beach and/or Dune Restoration completed in the last five years.*

Over the past five years, Beach Raker has worked very closely with FDEP to ensure beach and dune restoration projects are completed according to the given guidelines.

Coastal Systems International has called upon Beach Raker to complete numerous projects related to beach and dune restoration which include tilling services, escarpment leveling, and grading to help improve the beach for turtle nesting season and to protect the safety of the general public.

In 2012, we were called upon by Coastal Systems International and the Town of Hillsboro for the grading and beach repair of storm related escarpment build ups, over five (5) projects in total. All of this work took place during turtle nesting season with coordination between FWC, Coastal Systems International, and the Broward Sea Turtle Conservation Program. We used our handheld GPS Trimble Units to determine where we could complete work for the project. There were over 1,200 turtle nests in this one mile stretch of coast line alone, and we are pleased to state that we completed all five (5) projects without impact or adverse affect to the existing turtle nests on the beach.

In 2012, we were called upon by the Town of Lauderdale-by-the-Sea to repair the town's multiple beach entrances to restore access and repair excessive sand deposits that were distributed from Hurricane Issac and Sandy. We performed this work at no charge to the Town of Lauderdale –by-the-Sea, as well as the excessive seaweed that we removed from their public beach after the storm. The Town provided us with a roll-off container and we used our Barber Surf Rakes to remove the storm debris and excessive seaweed from the beach at no additional cost to the town.



In 2012, we were called upon by the City of Dania Beach to shore and repair sand that had been moved away from the base of their lifeguard stand(s) during Hurricane Sandy. Our operator performed this work for the City at no additional cost.

In 2012, we completed a 3,000 square foot dune restoration project for a private estate in Highland Beach. We removed the dead vegetation and storm debris produced by Hurricane Sandy and replanted dune vegetation which included Muhly Grass, Sea Grapes, Saw Palmetto, and Bay Cedar plants. All plants were dune native salt resistant vegetation that improved the overall condition and strength of the dune system.

9. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed beach restoration work:

The City of Pompano Beach:  
Russell S Ketchem, Solid Waste Manager,  
City of Pompano Beach, 1190 NE 3rd Ave., Bldg B, Pompano Beach, FL 33060  
Phone: 954-545-7011 • email: [Russell.Ketchem@copbfl.com](mailto:Russell.Ketchem@copbfl.com).

The Town of Lauderdale-By-The-Sea:  
Don Prince, Director of Municipal Services,  
4501 N. Ocean Drive, Lauderdale-By-The-Sea , FL 33308  
Phone: 954-640-4233 • email: [donp@lbtis-fl.gov](mailto:donp@lbtis-fl.gov)

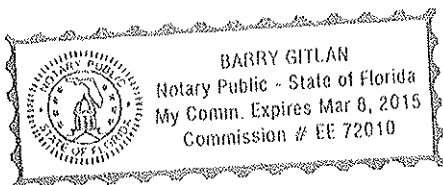
The City of Dania Beach  
Mark T. Felicetty, Director of Parks & Recreation  
City of Dania Beach, FL  
Phone: 954-924-6800 x 3730  
email: [mfelicetty@ci.dania-beach.fl.us](mailto:mfelicetty@ci.dania-beach.fl.us)

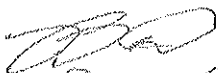
10. Have the proposer or his or her representative inspected the proposed project and does the Proposer have a complete plan for its performance?

Yes. Please refer to the project beach cleaning and maintenance plan included in our proposal for further detail.

11. Is your company not on a convicted vendors list and permitted to submit Proposals based on the Public Entity Crimes Act, Section 287.133(3)(a), Florida Statutes?

Beach Raker is not on a convicted vendors list, and is permitted to submit Proposals based on the Public Entity Crimes Act.



  
Barry Gitlan

  
Anabel Cuente  
Beach Raker

PLEASE SEE ATTACHED FORM.

(name) (address) (phone #)

(name) (address) (phone #)

(name) (address) (phone #)

10. Have the Proposer or his or her representative inspected the proposed project and does the Proposer have a complete plan for its performance?

11. Is your company not on a convicted vendors list and permitted to submit Proposals based on the Public Entity Crimes Act, Section 287.133(3)(a), Florida Statutes?

WITNESS

Barry Gitlan

By: [Signature] Signature of Authorized Agent

STATE OF FLORIDA ) )
COUNTY OF MONROE ) SS.

The foregoing instrument was acknowledged before me this 17 day of MAY, 2010, by Andrew Greener who is personally known to me or who has produced Florida Drivers License as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 17th day of May, 2010.

(NOTARY SEAL)

[Signature of Barry Gitlan]

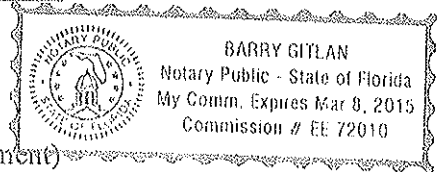
(Signature of person taking acknowledgment)

Barry Gitlan

(Name of officer taking acknowledgment) typed, printed or stamped

Notary

(Title or rank)



(Serial number, if any)

## Equipment & Methods

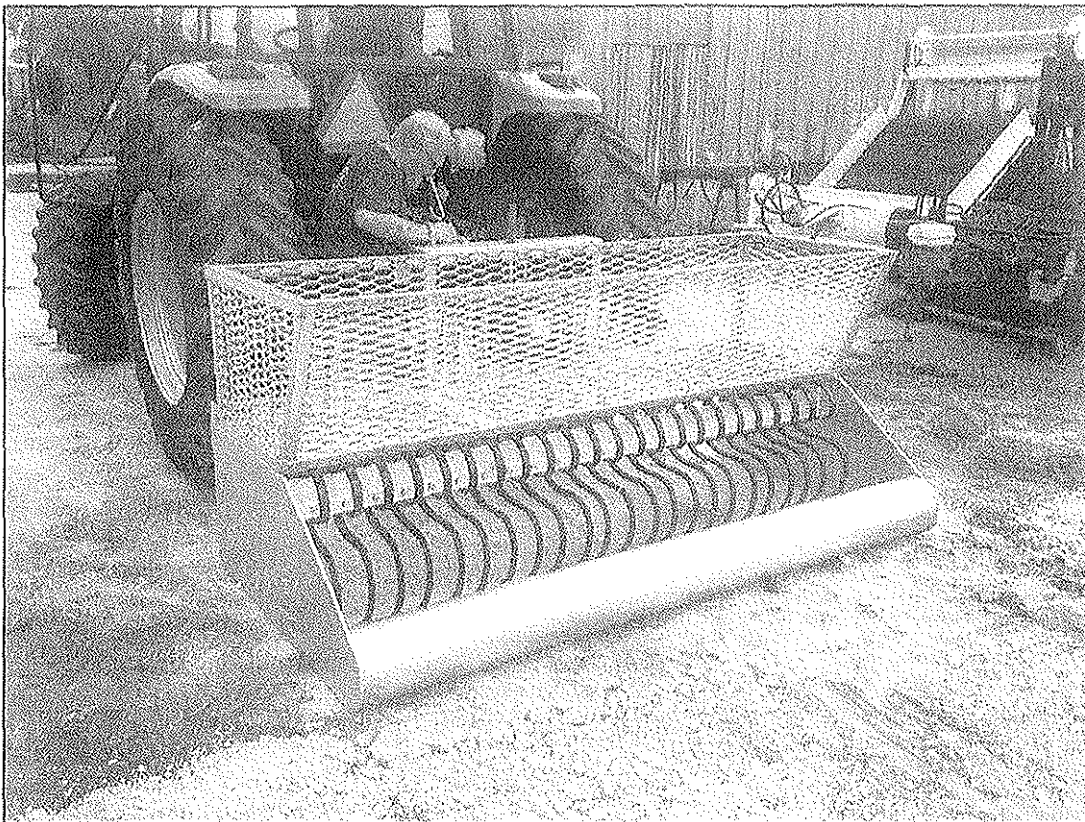
We have a fleet of (10) ten tractors equipped with specialized rakes and blades that we have designed and specially fabricated for dealing with the unique conditions found on the beaches of Florida. Our fleet consists of the latest Kubota Tractors (shown below), along with Barber Surf Rakes, Cherrington Sand Sifters, and Barber Sandman units for sanitizing and sifting. All (10) tractors are owned by Beach Raker, and each tractor is less than 5 years old. All of our tractors are equipped with GPS tracking devices that enable us to monitor the location, speed and time that each tractor is in operation. This allows us to give real time updates to our clients on our beach cleaning activities. Below is a picture of one of our Kubota M108S tractors, the standard tractor model we use for beach cleaning.



We use our Ford F-650 truck when necessary, to transport our equipment from site to site. The truck is equipped with a hydraulic dump body, and an electric lift gate to facilitate transportation of materials and equipment. The truck is capable of towing an 18 foot trailer loaded with any one of our tractors. This allows us to load, tow, and replace a tractor in need of maintenance with one of the ten tractors we own in our fleet and transport our sanitizers to clients that only require periodic service. With our fleet of 10 tractors and our ability to repair, maintain and replace equipment, we insure our clients have uninterrupted beach cleaning service.

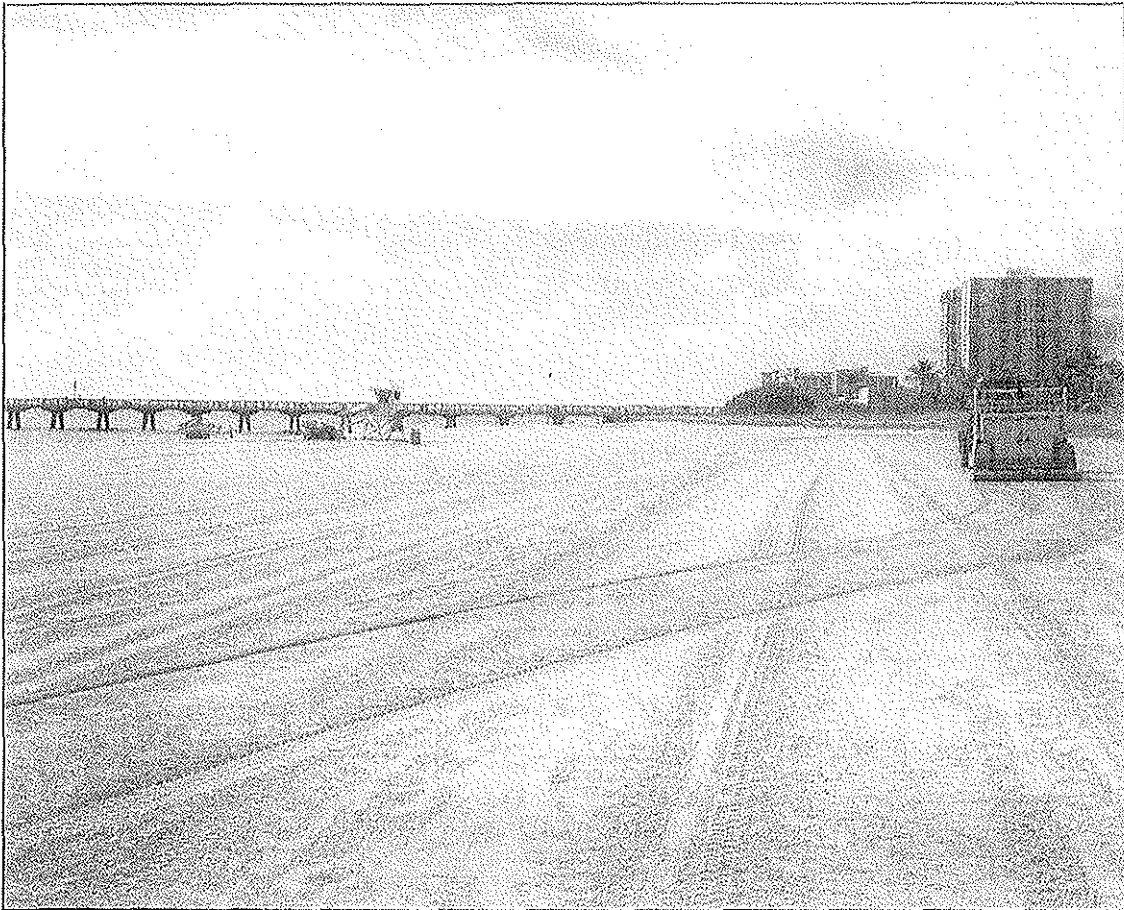
## Beach Raking & Sand Smoothing

We use a customized raking method that we have developed through over 30 years of beach cleaning experience. We rake and cover the seaweed with sand at the tide line using our customized rake shown below. This process helps restore, and preserve the beach preventing further beach erosion. The rake is fabricated in our shop and designed specifically for dealing with the seaweed deposits that accumulate on the beach. Each tractor has a rake that is followed by a drag bar which smooths out the sand to eliminate rake marks and tire tracks. Our operators hand pick trash, man-made debris, and recyclables out of the seaweed before we rake it. We place the trash and recyclables in containers at the back of the tractor held by the steel basket shown below.



## Beach Grooming & Sanitizing

We groom and sanitize the dry sand areas of the beach (as permitted by the State) using a combination of specialized equipment including our Barber Surf Rakes, Cherrington Sand Sifter, and our Barber Sandman units. Very few of our competitors are able to offer this sanitizing service to their clients. Our competitors' service is usually limited to raking seagrass at the tide line with little attention to the upper portion of beach, the area most used by beach goers. Beach sanitizing improves the appearance of your beach by removing bottles, cans, and trash while aerating the sand at the same time. Below is a photo of the Barber Surf Rake being pulled across the beach. Once the sanitizer has finished grooming, the beach is noticeably more attractive.



## Beach Sanitizing-Barber Surf Rakes

As the Barber Surf Rake moves across the beach, the mechanical tines rotate through the sand and pick up small objects and deposit them into the waste bucket at the back of the surf rake. At the end of the process the waste bucket is mechanically lifted and the waste and recyclables are deposited into our waste disposal and recyclable containers off the beach.



## Sand Sifting-Cherrington Sand Sifter

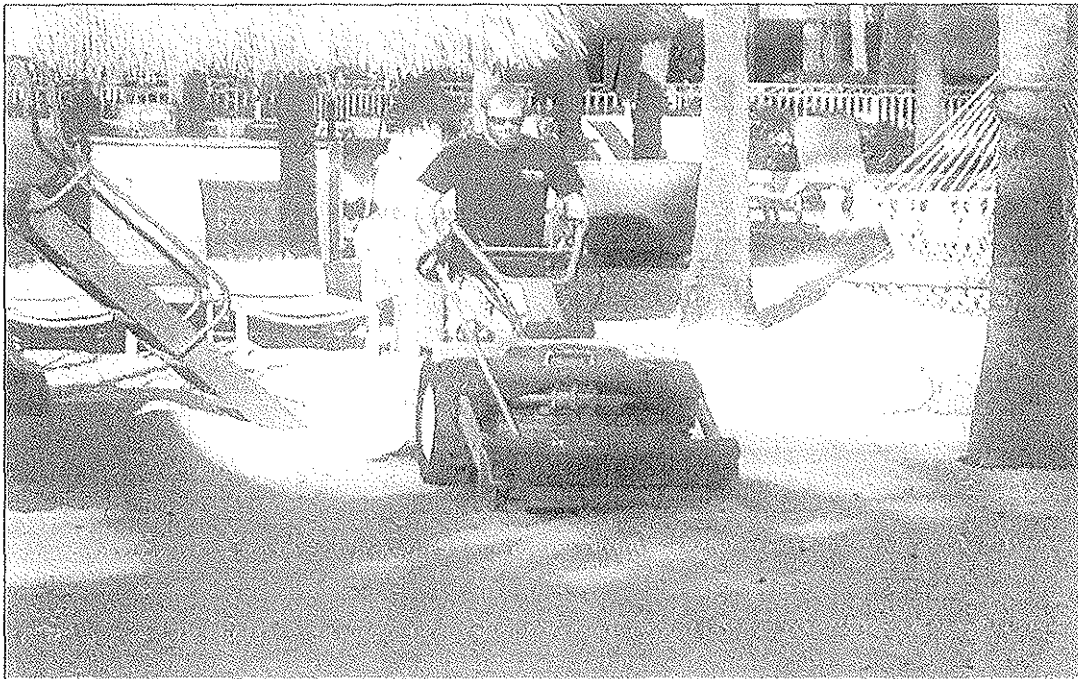
The Cherrington Sand Sifter (shown below) is pulled across the beach by one of our tractors. As the sifter moves across the beach, the mechanical belt rotates lifting the top 2" of sand onto a moving mesh surface. The sand is allowed to fall through the mesh back onto the beach while the small objects such as rocks, shells, cigarette ends, bottle caps, etc., are deposited into the waste bucket at the back of the sifter. At the end of the process the waste is emptied into our waste disposal dumpster off the beach.



**Note:** All of our beach cleaning equipment and the beach cleaning processes outlined above comply with Federal and State environmental and safety laws.

## Sand Sifting- Barber Sandman

The Barber Sandman (shown below) is a walk-behind sand sifter. This equipment is used to sift the sand around hard to reach areas on the beach or areas that cannot be cleaned with large equipment, such as volleyball courts, children's play areas and beach walkway entrances. Similar to the Cherrington Sand Sifter, this equipment lifts the top 2" of sand onto a rotating mechanical mesh surface. The sand is allowed to fall through the mesh back onto the beach while the small objects such as rocks, shells, cigarette ends, bottle caps, etc., are deposited into the waste bucket at the back of the sifter. At the end of the process the waste bucket is emptied into our waste disposal dumpster off the beach.



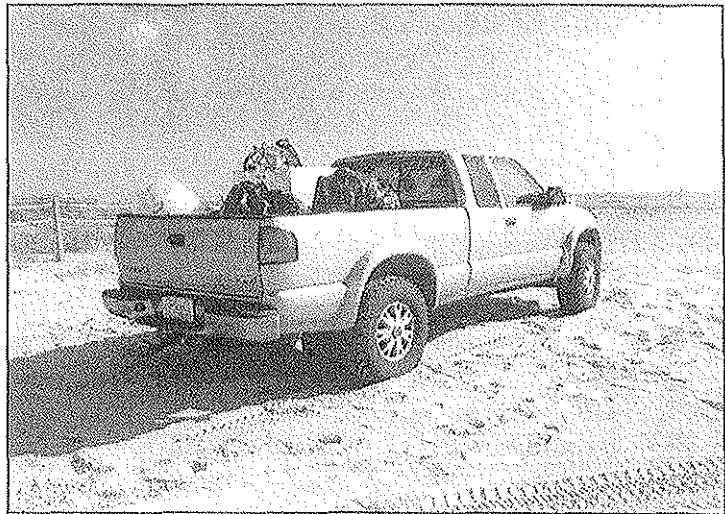
**Trash & Debris**  
(shown right) is an example of the material removed by the Sandman and the Cherrington, when the sand is sifted. The material includes bottle caps, cigarette ends, small rocks, shells, etc.





## Trash & Debris Removal

We use our Ford F-650 truck with hydraulic lift to haul and transport trash, debris, seagrass, or recyclables to any transfer station or landfill when needed. We also use our Kubota RTV and our GMC trucks to collect and transport trash from the beach.



## Beach Repair & Erosion Control

We use a combination of the ASV, our two Kubota 108 tractors with front mounted loaders, and our two Kubota M108 tractors with front mounted blades for erosion control, and beach repair. This equipment allows us to repair areas affected by high tides, remove escarpment build-up, remove heavy objects from the beach, backfill washouts, and grade excessive sand deposits, and escarpments.



The ASV shown right, has several different front mounted attachments including a bucket, blade, and forklift which gives us flexibility in our erosion control, and hazard response. This equipment is also used in hard to access areas of the beach.



## Escarpment Removal & Erosion Control

As you can see from the first picture below, escarpments are often formed on the beaches we clean. The second picture shows the beach after we have finished our work. Scarps are not only a hazard and an inconvenience for beachgoers they are also an additional obstacle that can prevent sea turtles from nesting. As permitted by the Florida Department of the Environment and supervised by Florida Fish and Wildlife Conservation Commission, we use our equipment to level the scarps to remove these hazards.

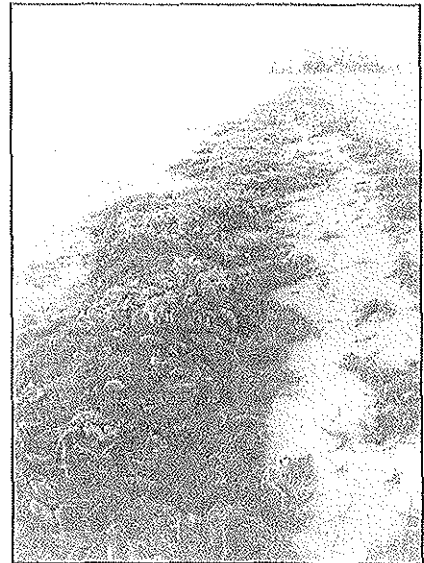


## Hazardous Materials & Removal

From time to time we are called on to remove hazardous materials from the beaches we clean. Below are some examples of the kinds of things we have to deal with.



## Tree Removal

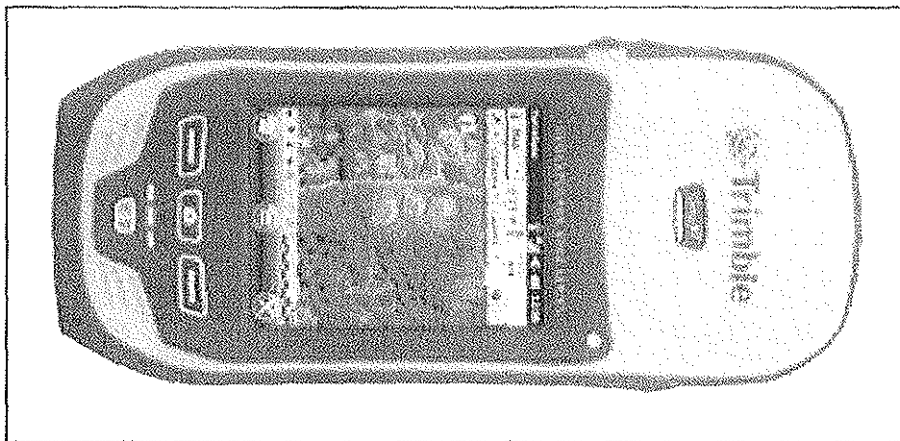
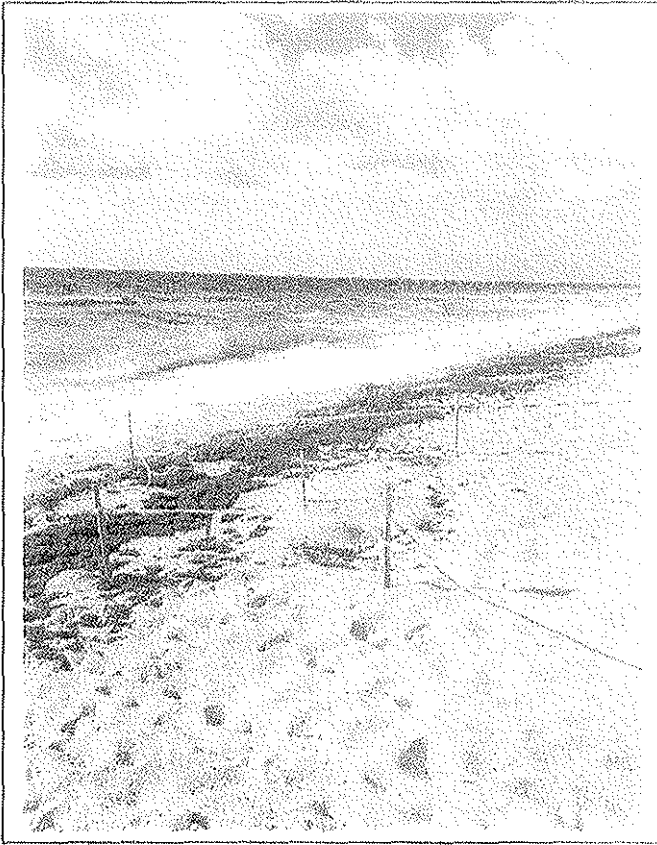


## Excessive Accumulation of Sea Grass

## Man-O-War

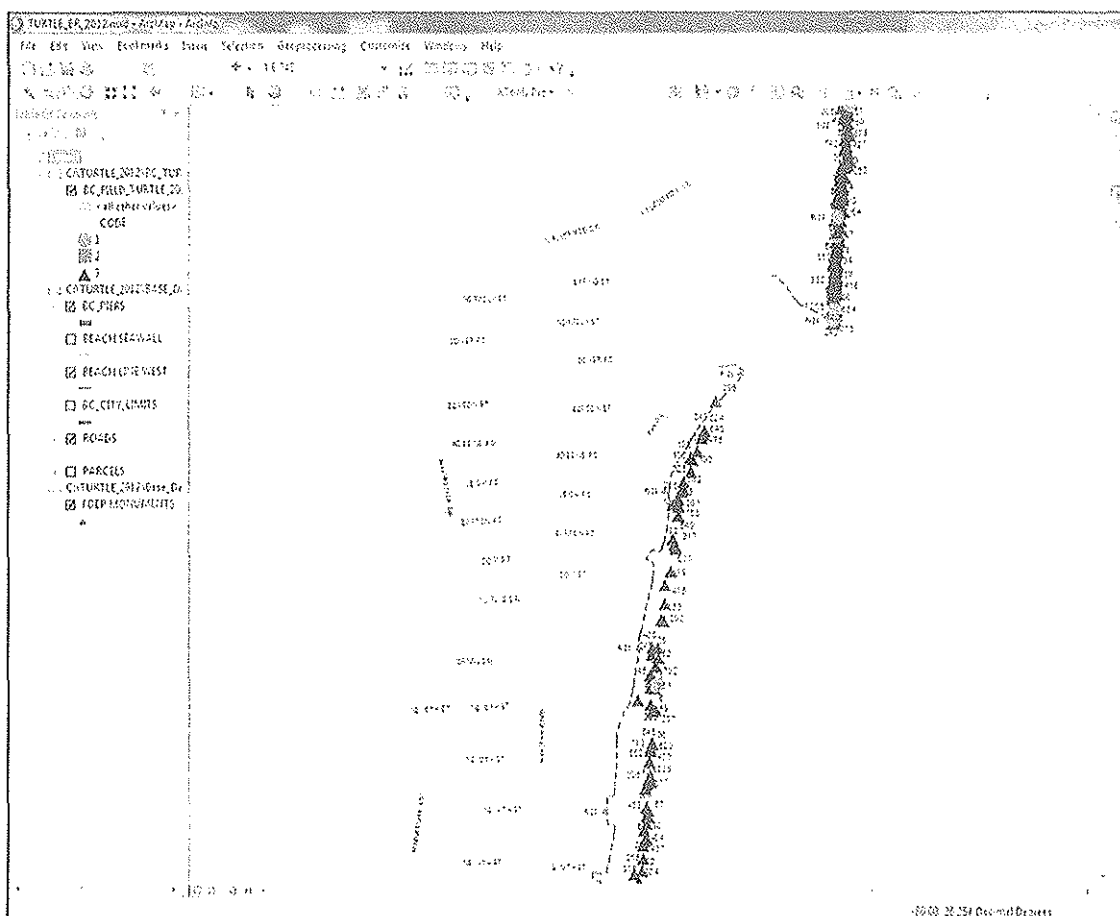
## Turtle Nest Monitoring and Management

Broward County is home to the largest population of Sea Turtles in South Florida. We typically have over 2,400 Sea Turtle Nests on the beaches we clean during the Sea Turtle Nesting Season. This creates an additional level of complexity that our operators have to deal with each day as they perform their work. To assist the Turtle Monitoring Program our company has invested in Trimble GeoXT 6000 sub-meter GPS technology, and ArcMap 10 to accurately plot the location of every nest on the beaches we clean.



## Turtle Nest Monitoring and Management

The information obtained in the field is downloaded to our supervisor's laptop computer and shared with FWCC and the Broward Sea Turtle Monitoring Program. With this data our supervisors are authorized by FWCC to locate and reestablish Turtle Nests that have been washed over during a severe storm or exceptionally high tide. Once we reestablish the nests, our operators can resume the work of cleaning the beach with no interruption of service to our clients. Below is a screen shot of our ArcMap 10 program showing the turtle nest locations on the beach.





FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Bureau of Beaches and Coastal Systems
3900 Commonwealth Blvd - MS 300
Tallahassee, FL 32399-3000
(850) 488-7708

Permit Number: \_\_\_\_\_

No. of Pages Attached: \_\_\_\_\_

FIELD PERMIT PURSUANT TO SECTION 161.053 or 161.052, FLORIDA STATUTES

FINDINGS OF FACT AND CONCLUSIONS OF LAW: The request for a permit was considered by the staff designee of the Department of Environmental Protection and found to be in compliance with the requirements of Chapter 62B-33, Florida Administrative Code (F.A.C.). Approval is specifically limited to the activity in the stated location and by the project description, approved plans (if any), attached standard conditions, and any special conditions stated below pursuant to Paragraph 161.053(5), Florida Statutes. This permit may be suspended or revoked in accordance with Section 62-4.100, F.A.C.

PROJECT LOCATION: \_\_\_\_\_

PROJECT DESCRIPTION: MECHANICAL BEACH CLEANING

SPECIAL PERMIT CONDITIONS: This permit is valid only after all applicable federal, state, and local permits are obtained and does not authorize contravention of local setback requirements or zoning or building codes. This permit and public notice shall be posted on the site immediately upon issuance and shall remain posted along with local approval until the completion of any activity authorized by this permit. Other special conditions of this permit include:

STANDARD PERMIT CONDITIONS: The permittee shall comply with the attached standard field permit conditions.

APPLICANT INFORMATION: I hereby certify that I am either: (1a) the owner of the subject property or (1b) I have the owner's consent to secure this permit on the owner's behalf, and that (2) I shall obtain any applicable licenses or permits which may be required by federal, state, county, or municipal law prior to commencement of the authorized work; (3) I acknowledge that the authorized work is what I requested; and (4) I accept responsibility for compliance with all permit conditions.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_ Telephone No. (\_\_\_\_) \_\_\_\_\_

Applicant's Printed Name \_\_\_\_\_ Address \_\_\_\_\_

If applicant is an agent: [Signature] / [Address] / (\_\_\_\_) [Telephone No.]
printed name of property owner property owner's address property owner's telephone no.

DEPARTMENT FINAL ACTION AND FILING AND ACKNOWLEDGEMENT: This field permit is approved on behalf of the Department of Environmental Protection by the undersigned staff designee, and filed on this date, pursuant to section 120.52, F.S., with the undersigned designated Deputy Clerk, receipt of which is hereby acknowledged.

Staff Designee/Deputy Clerk

Printed Name of Designee/Deputy Clerk

Date

PUBLIC NOTICE IS ON THE BACK OF THIS PERMIT.

EXPIRATION DATE: 5-16-14

(Emergency permits issued pursuant to Section 62B-33.014, F.A.C., are valid for no more than ninety days and other field permits are valid for no more than 12 months. The staff designee may specify a shorter time limit.)

EMERGENCY PERMIT: [ ] YES [ ] NO

Approved plans are attached: [X] YES [ ] NO

AND PUBLIC NOTICE CONSPICUOUSLY ON THE SITE

Beach Cleaning Permit Conditions For DADE County (8/15/96) (07/02/02) (04/30/13)

SPECIAL PERMIT CONDITIONS

Field Permit No. 2023040 DA

1. During the marine turtle nesting season (May 1 to October 31), mechanical beach cleaning activities shall be confined to daylight hours (sunrise to sunset).
2. During marine turtle nesting season (May 1 to October 1), the permittee is responsible for working with the Marine Turtle Permit Holder with respect to the daily marine turtle nest survey, protection, and monitoring program that is to be conducted throughout the permitted beach cleaning area by the Marine Turtle Permit Holder to ensure the survey and protection measures are conducted prior to beach cleaning. Such surveys and associated conservation measures shall be completed after sunrise. The cleaning can occur only after the Marine Turtle Permit Holder authorized by FWC has surveyed the beach for sea turtle nests
3. In the event that mechanical beach cleaning occurs prior to completion of the marine turtle nest survey, protection, and monitoring program, mechanical beach cleaning shall not occur landward of the wrack or debris line on that beach until 65 days have passed or after November 30, whichever is earlier. The permittee shall contact the Marine Turtle Permit Holder prior to reinitiating mechanical beach cleaning in that area. |
4. All nests left in place shall be marked by the Marine Turtle Permit Holder with a circle of tape or string having a radius of at least three (3) feet, centered at the approximated location of the clutch. An additional marker shall be placed at the base of the dune or seawall to ensure that future location of the nests will be possible should the on-beach markings be lost. No mechanical cleaning equipment is allowed inside of this circle; however, careful removal of material by hand is allowed. All equipment operators should be briefed on the types of marking utilized and should be able to easily contact the Marine Turtle Permit Holder to verify any questionable areas.
5. In the event that on-beach nest markers are lost for any reason, including vandalism or high water conditions, no mechanical beach cleaning shall be conducted until the marine turtle permit holder identifies the nest and restores the markers. In the event that the nest cannot be found and may have been lost during high water conditions, the permittee shall contact FWC staff at (850) 922-4330 to determine if mechanical beach cleaning can resume. All marine turtle protection conditions shall remain in effect unless specifically waived in writing by FWC.
6. In order to avoid adverse impacts in the event that cleaning accidentally occurs over a nest, mechanical beach cleaning equipment shall not penetrate more than two inches into the surface of the beach in areas above the tideline where sand is wetted daily. This permit authorizes the use of a vehicle with a maximum tire pressure of 10 p.s.i. and a rake or cleaning apparatus that limits penetration into the surface of the beach to a maximum of two inches. Box blades and front or rear mounted blades are not authorized. No other types of vehicles may be operated on the beach pursuant to this permit. Mechanized beach cleaning shall be accomplished so that no ruts are formed on the beach.
7. Burial or storage of any debris (biotic or abiotic) collected is prohibited seaward of the vegetation line, frontal dune, or coastal armoring; however, in accordance with Florida Statute §161.053(1)(c)(3), the burial of seaweed in areas below the high tide, wrack or debris line is an exempt activity. Removal of accumulated debris from the beach must occur immediately after cleaning has been performed.
8. Operators of mechanical beach cleaning equipment shall avoid all native, salt tolerant dune vegetation by a minimum of 10 feet.





FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Bureau of Beaches and Coastal Systems
3900 Commonwealth Blvd - MS 300
Tallahassee, FL 32399-3000
(850) 488-7708

Permit Number: 8038641-518

No. of Pages Attached: 2

FIELD PERMIT PURSUANT TO SECTION 161.053 or 161.052, FLORIDA STATUTES

FINDINGS OF FACT AND CONCLUSIONS OF LAW: The request for a permit was considered by the staff designee of the Department of Environmental Protection and found to be in compliance with the requirements of Chapter 62B-33, Florida Administrative Code (F.A.C.). Approval is specifically limited to the activity in the stated location and by the project description, approved plans (if any), attached standard conditions, and any special conditions stated below pursuant to Paragraph 161.053(5), Florida Statutes. This permit may be suspended or revoked in accordance with Section 62-4.100, F.A.C.

PROJECT LOCATION:

PROJECT DESCRIPTION:

SPECIAL PERMIT CONDITIONS: This permit is valid only after all applicable federal, state, and local permits are obtained and does not authorize contravention of local setback requirements or zoning or building codes. This permit and public notice shall be posted on the site immediately upon issuance and shall remain posted along with local approval until the completion of any activity authorized by this permit. Other special conditions of this permit include:

STANDARD PERMIT CONDITIONS: The permittee shall comply with the attached standard field permit conditions.

APPLICANT INFORMATION: I hereby certify that I am either: (1a) the owner of the subject property or (1b) I have the owner's consent to secure this permit on the owner's behalf; and that (2) I shall obtain any applicable licenses or permits which may be required by federal, state, county, or municipal law prior to commencement of the authorized work; (3) I acknowledge that the authorized work is what I requested; and (4) I accept responsibility for compliance with all permit conditions.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_ Telephone No. (\_\_\_\_) \_\_\_\_\_

Applicant's Printed Name \_\_\_\_\_ Address \_\_\_\_\_

If applicant is an agent: printed name of property owner / property owner's address / property owner's telephone no.

DEPARTMENT FINAL ACTION AND FILING AND ACKNOWLEDGEMENT: This field permit is approved on behalf of the Department of Environmental Protection by the undersigned staff designee, and filed on this date, pursuant to section 120.52, F.S., with the undersigned designated Deputy Clerk, receipt of which is hereby acknowledged.

Staff Designee/Deputy Clerk / Printed Name of Designee/Deputy Clerk / Date

PUBLIC NOTICE IS ON THE BACK OF THIS PERMIT. EXPIRATION DATE: (Emergency permits issued pursuant to Section 62B-33.014, F.A.C., are valid for no more than ninety days and other field permits are valid for no more than 12 months. The staff designee may specify a shorter time limit.)

EMERGENCY PERMIT: [ ] YES [X] NO Approved plans are attached: [X] YES [ ] NO

AND PUBLIC NOTICE CONSPICUOUSLY ON THE SITE

## Beach Cleaning Permit Conditions, Beach Raker, Palm Beach County (4/30/2013)

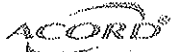
1. During the marine turtle-nesting season (March 1 to October 31), access by all mechanical beach cleaning equipment to the beach and all mechanical beach cleaning activities shall be confined to daylight hours (sunrise to sunset).
2. Mechanical beach cleaning shall be limited to the average high tide line or debris line and areas seaward thereof with no mechanical cleaning across the unvegetated sandy beach.
3. During marine turtle nesting season (May 1 to October 1), the permittee is responsible for working with the Marine Turtle Permit Holder with respect to the daily marine turtle nest survey, protection, and monitoring program that is to be conducted throughout the permitted beach cleaning area by the Marine Turtle Permit Holder to ensure the survey and protection measures are conducted prior to beach cleaning. Such surveys and associated conservation measures shall be completed after sunrise. The cleaning can occur only after the Marine Turtle Permit Holder authorized by FWC has surveyed the beach for sea turtle nests.
4. All nests left in situ within ten (10) feet of the normal high tide line and beach access sites shall be marked with a circle of brightly colored survey flagging tape having a radius of at least three (3) feet, centered at the approximated location of the clutch. Nests farther landward than ten (10) may have a much smaller protected area, and relocated nests placed landward of the high tide line may be marked in accordance with a triangle centered on the clutch as is currently done.
5. Mechanical beach cleaning shall be limited to areas outside of marked turtle nests in order to avoid any impacts to sea turtles. No mechanical cleaning equipment is allowed inside of the marked area; however, careful removal of materials by hand is allowed. All equipment operators should be briefed on the types of marking utilized and should be able to easily contact the Marine Turtle Permit holder responsible for the nesting surveys to verify any questionable areas.
6. In order to avoid adverse impacts in the event that cleaning accidentally occurs over a nest, this permit authorizes the use of a vehicle with a maximum tire pressure of 10 p.s.i. and a rake or cleaning apparatus that limits penetration into the surface of the beach to a maximum of two inches. Box blades and front or rear mounted blades are not authorized for raking or other purposes.
7. All salt tolerant dune vegetation shall be avoided by a minimum of ten (10) feet.
8. Mechanized beach cleaning shall be accomplished so that no ruts are formed on the the beach.
9. Burial or storage of any debris (biotic or abiotic) collected is prohibited seaward of the vegetation line, frontal dune, or coastal armoring; however, in accordance with Florida Statute §161.053(1)(c)(3), the burial of seaweed in areas below the high

2011/07/16

7) 16 July

tide, wrack or debris line is an exempt activity. Removal of accumulated debris from the beach must occur immediately after cleaning has been performed.

10. In the event that mechanical beach cleaning occurs prior to completion of the marine turtle nest survey, protection, and monitoring program, mechanical beach cleaning shall not occur on that beach until 65 days have passed or after October 31, whichever is earlier. The permittee shall contact the Marine Turtle Permit Holder prior to reinitiating mechanical beach cleaning in that area.
11. In the event that on-beach nest markers are lost for any reason, including vandalism or high water conditions, no mechanical beach cleaning shall be conducted until the Marine Turtle Permit Holder or volunteers designated on the existing Marine Turtle Permit for this area identify all known nests and restore the nest markers, creating a five (5) foot radius centered at the GPS coordinates for each clutch.
12. In the event that the nest cannot be reidentified and may have been lost during high water conditions, the permittee shall contact DEP/FWC staff to determine if mechanical beach cleaning may resume. All marine turtle protection conditions shall remain in effect unless specifically waived in writing.
13. In the event a sea turtle nest is excavated during beach cleaning activities, all work shall cease in that area immediately. FWC's Imperiled Species Management staff shall be notified immediately at (561)262-1104 in the event that marine turtle nests, eggs, or hatchlings are discovered during conduct of beach cleaning activities.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/16/2013

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

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

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York, NY 10038-3551	<b>CONTACT NAME:</b> Risk Management Department		
	<b>PHONE (A/C, No, Ext):</b> (866) 443-8469 <b>FAX (A/C, No):</b> (800) 869-0021 <b>E-MAIL ADDRESS:</b> work.con@trinet.com		
<b>INSURED</b> TriNet HR Corporation and all its affiliates and subsidiaries* WD Thompson Inc. (Endorsed as alternate employer) DBA Beach Raker 9000 Town Center Parkway Bradenton, FL 34202	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Commerce & Industry Ins Co		19410
	INSURER B: Illinois National Ins Co		23817
	INSURER C: Ins Co State of Penn		19429
	INSURER D: Nat'l Union Fire Ins Co		19445
	INSURER E: New Hampshire Ins Co		23641
	INSURER F:		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Each accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	060518169 (FL)	07/01/2012	07/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required): 0446 / 76F

\* TriNet HR II, Inc. and TriNet HR V, Inc.

**CERTIFICATE HOLDER****CANCELLATION**
 City of Marathon  
 9805 Overseas Hwy  
 Marathon, FL 33050

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

Aon Risk Services Northeast, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: JI

DATE (MM/DD/YYYY)

05/16/13

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

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

<b>PRODUCER</b> Brown & Brown Insurance - Vero Vero Division 817 Beachland Blvd Vero Beach, FL 32963 Lisa Ashmore	Phone: 772-231-2828 Fax: 772-231-4413	<b>CONTACT NAME:</b> PHONE (A/C No./Ext): 772-231-2828 FAX (A/C No.): 772-231-4413 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: FIRST01
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Beach Raker 220 NE 13th Street Pompano Beach, FL 33060	<b>INSURER A:</b> *Southern-Owners Ins Co	NAIC # 10190
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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			72740634	07/18/12	07/18/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			4889593600	07/18/12	07/18/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE: <input checked="" type="checkbox"/> RETENTION \$ 10,000			4889593601	07/18/12	07/18/13	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						W/C STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Equipment Floater			72740634	07/18/12	07/18/13	Equipment ded 500 33,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Marathon  
 9805 Overseas Highway  
 Marathon, FL 33050

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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**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000  
VALID OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013

DBA: BEACH RAKER  
Business Name:

Receipt #: 329-32890  
Business Type: ALL OTHERS (SERVICE)

Owner Name: WD THOMPSON INC  
Business Location: 220 NE 13 ST  
POMPANO BEACH  
Business Phone: 954-560-3906

Business Opened: 09/20/2006  
State/County/Cert/Reg:  
Exemption Code:

Rooms                      Seats                      Employees                      Machines                      Professionals  
6

Tax Amount	For Vending Business Only				Vending Type:		Total Paid
	Number of Machines:				Prior Years	Collection Cost	
	Transfer Fee	NSF Fee	Penalty				
81.00	0.00	0.00	0.00	0.00	0.00	0.00	81.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

BEACH RAKER  
220 NE 13 ST  
POMPANO BEACH, FL 33060

Receipt #04A-11-00010373  
Paid 07/09/2012 81.00

**2012 - 2013**

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000  
VALID OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013

DBA: BEACH RAKER  
Business Name:

Receipt #: 329-32890  
Business Type: ALL OTHERS (SERVICE)

Owner Name: WD THOMPSON INC  
Business Location: 220 NE 13 ST  
POMPANO BEACH  
Business Phone: 954-560-3906

Business Opened: 09/20/2006  
State/County/Cert/Reg:  
Exemption Code:

Rooms                      Seats                      Employees                      Machines                      Professionals  
6

Tax Amount	For Vending Business Only				Vending Type:		Total Paid
	Number of Machines:				Prior Years	Collection Cost	
	Transfer Fee	NSF Fee	Penalty				
81.00	0.00	0.00	0.00	0.00	0.00	0.00	81.00

Receipt #04A-11-00010373  
Paid 07/09/2012 81.00



# City of Pompano Beach Business Tax Receipt

REGISTRATION NO.

NEW RENEWAL

DATE ISSUED

OWNER

REGISTRATION FEE

ACCOUNT NO.

DELINQUENT CHG.

BUSINESS NAME

TRANSFER FEE

LOCATION

TOTAL AMOUNT PAID

CLASSIFICATION

EFFECTIVE DATE      EXPIRATION DATE  
OCTOBER 1              SEPTEMBER 30

BUSINESSES MUST CONSPICUOUSLY DISPLAY THIS  
BUSINESS TAX RECEIPT TO PUBLIC VIEW AT  
BUSINESS LOCATION

CONTRACTORS MUST MAINTAIN ON FILE  
CURRENT LICENSING AND INSURANCE

NOTICE: A NEW APPLICATION MUST BE FILED WITH THE BUSINESS NAME, OWNERSHIP OR ADDRESS TO CHANGE. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSIDERED TO BE A JUDGMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS.



**ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.taxcollectorpbce.com Tel: (561) 355-2272

**\*\*LOCATED AT\*\***

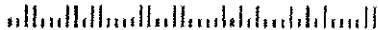
220 NE 13TH ST  
POMPANO BEACH, FL 33060-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0007 CLEANING SERVICE	W D THOMPSON INC		B12.416419 - 07/10/12	\$33.00	B40036707

This document is valid only when received by the Tax Collector's Office.

STATE OF FLORIDA  
PALM BEACH COUNTY  
2012/2013 LOCAL BUSINESS TAX RECEIPT

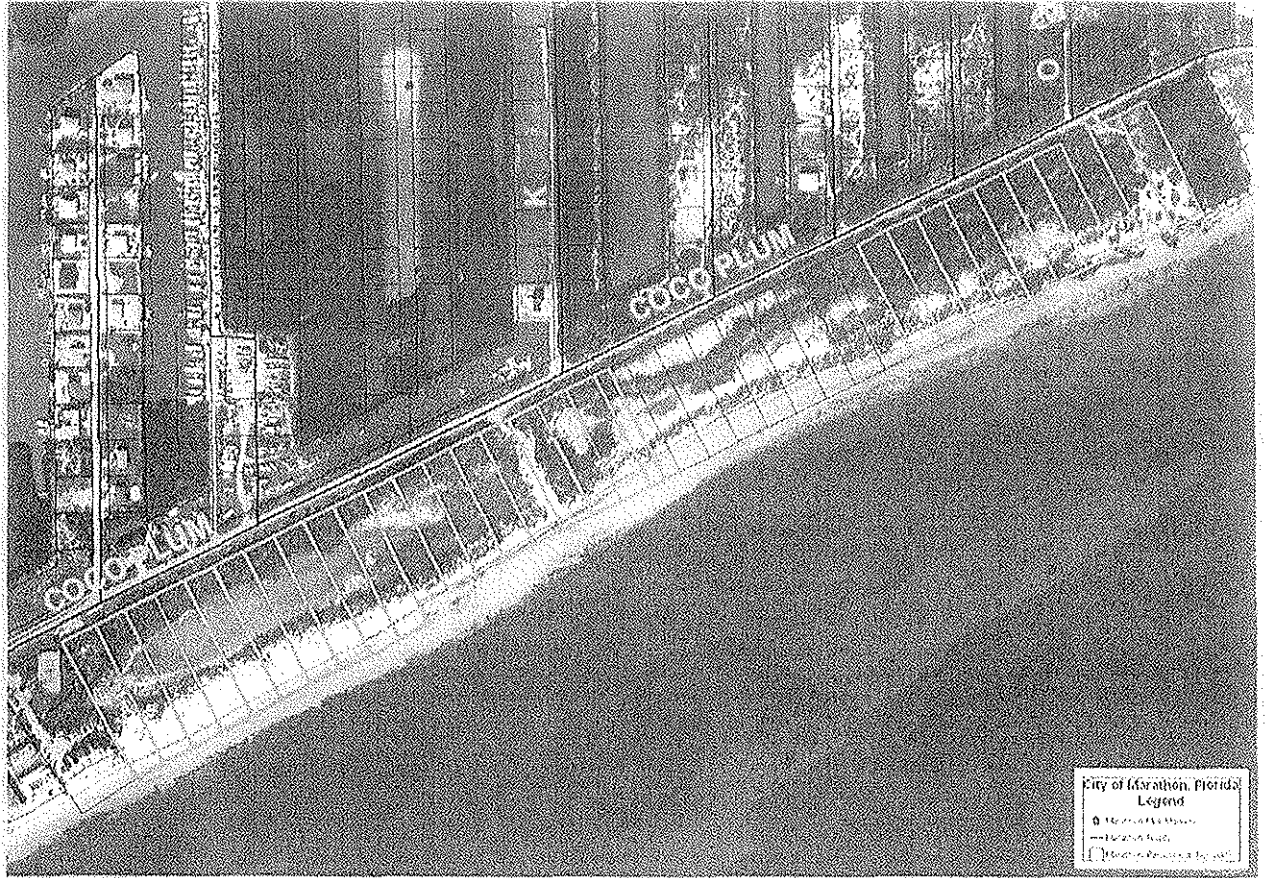
BEACH RAKER  
BEACH RAKER  
220 NE 13TH ST  
POMPANO BEACH, FL 33060-5751



**LBTR Number: 200703889**  
**EXPIRES: SEPTEMBER 30, 2013**

This receipt does not constitute a franchise, agreement, permission of authority to perform the services or operate the business described herein when a franchise, agreement or other county commission, state or federal permission of authority is required by county, state or federal law.

EXHIBIT "A"  
COCO PLUM BEACH AND SOMBRERO BEACH



City of Marathon, Florida  
Official Map Series  
Aerial Photography



0 0.020 0.040 0.060 0.08 0.1 0.120 0.140 0.16  
Miles

City of Marathon, Florida  
Legend

- Marathon Marker
- Marathon Road
- Marathon Beach (to 1992)





City of Marathon, Florida  
Official Map Series  
Aerial Photography

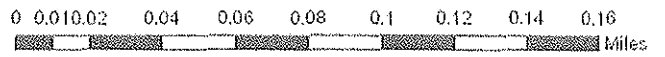


EXHIBIT "B"  
LOCAL PREFERENCE ORDINANCE 2009-01

Reference: CHAPTER 2, ARTICLE VI, DIVISION 2 OF THE CODE OF THE CITY OF MARATHON

Section 2-169. Preference for Local Businesses.

- (a) Any Local Business that replies to a formal competitive sealed bid request shall receive a preference bonus of ten percent (10%) during the tabulation of the bid Proposal. After determining all qualified bidders, the preference bonus shall be calculated by multiplying all properly established Local Business bid amounts by 0.90. After comparing these adjusted dollar amounts to all other qualified bidders, should the adjusted value establish the Local Business as the lowest qualified bidder, then the Local Business shall be awarded the bid at the original amount submitted.
- (b) Any Local Business that submits a proposal as part of a request for Proposal process shall receive a preference bonus of ten percent (10%) of the overall points received by such Local Business as part of the evaluation and scoring process.
- (c) Any Local Business that submits a proposal as part of a request for qualifications process shall receive a preference bonus of ten percent (10%) of the overall points received by such Local Business as part of the evaluation and scoring process.
- (d) If a local preference is to be employed as provided for by this Section, the invitation for bid documents, the request for qualifications documents, or the request for proposal documents shall set forth such local preference requirements.

Section 2-170. Applicability and Exemptions.

- (a) The local preference shall apply to the purchases of material, supplies, equipment, improvements or services in which the City either solicits competitive, sealed bids, issues a request for Proposal, or issues a request for qualifications.
- (b) The local preference provided for by this Chapter shall not be applied where application of the preference would conflict with a statute, administrative rule, or the terms of any grant funding the purchase or contract.
- (c) With regards to contracts for Professional Services, the provisions of this Chapter may be waived by the City Council. If the provisions of this Chapter are waived for a particular award, the Professional Services may be selected based on experience, skill, education, recommendations or any other qualifications the Council finds relevant.



Florida Department of Environmental Protection (DEP)  
Division of Water Resource Management  
Bureau of Beaches and Coastal Systems  
3900 Commonwealth Boulevard, Mail Station 300  
Tallahassee, Florida 32399-3000  
(850) 488-7708

## BEACH CLEANING PERMIT CONDITIONS WITHIN MONROE COUNTY

Pursuant to subsection 62B-33.005(11), F.A.C.

Field Permit No. \_\_\_\_\_

1. During the marine turtle-nesting season (May 1 to October 31), mechanical beach cleaning activities shall be confined to daylight hours (sunrise to sunset).
2. During marine turtle nesting season (May 1 to October 31), the permittee is responsible for ensuring that a daily marine turtle nest survey, protection, and monitoring program is conducted throughout the permitted beach cleaning area. Such surveys and associated conservation measures shall be completed after sunrise and prior to the commencement of any mechanical beach cleaning. The marine turtle survey, protection, and monitoring program shall be conducted only by individuals possessing appropriate expertise in the protocol being followed and a valid F.A.C. Rule 68E-1 Permit issued by the Florida Fish & Wildlife Conservation Commission (FWCC).
3. All nests left in place shall be marked with a circle of tape or string having a radius of at least three (3) feet, centered at the approximated location of the clutch. An additional marker shall be placed in a landward location to ensure that future location of the nest will be possible should the on-beach markings be lost. No mechanical cleaning equipment shall be allowed to occur inside of this circle. However, careful removal of material by hand shall be allowed. All equipment operators should be briefed on the types of marking utilized and should be able to easily contact the individual responsible for the nest survey to verify any questionable areas.
4. In the event that mechanical beach cleaning occurs prior to completion of the marine turtle nest survey, protection, and monitoring program, mechanical beach cleaning shall not occur landward of the wrack line on that beach until 65 days have passed or after November 30, whichever is earlier. The permittee shall contact the Marine Turtle Permit Holder prior to reinitiating mechanical beach cleaning in that area.
5. In the event that on-beach nest markers are lost for any reason, including vandalism or high water conditions, no mechanical beach cleaning shall be conducted until the marine turtle permit holder identifies the nest and restores the markers. In the event that the nest cannot be found and may have been lost during high water conditions, the permittee shall contact the DEP to determine if mechanical beach cleaning can resume. All marine turtle protection conditions shall remain in effect unless specifically waived in writing.
6. In order to avoid adverse impacts in the event that cleaning accidentally occurs over a nest, this permit authorizes the use of a vehicle with a maximum tire pressure of 10 p.s.i. and a rake or cleaning apparatus, which limits penetration into the surface of the beach to a maximum of two inches. Box blades and front or rear mounted blades are not authorized. No other types of vehicles may be operated on the beach pursuant to this permit. Mechanized beach cleaning shall be accomplished so that no ruts are formed on the beach.
7. Burial or storage of any debris (biotic or abiotic) collected is prohibited seaward of the 50-foot setback. Removal of accumulated debris from the beach must occur immediately after cleaning has been performed.
8. Operators of mechanical beach cleaning equipment shall avoid all native, salt tolerant dune vegetation by a minimum of ten (10) feet.